

The Kaiser Foundation Hospital Fund For Community Benefit Programs at The East Bay Community Foundation

PLEASE RETURN GRANT AGREEMENT via DOCUSIGN

10/20/2022

Michele Harris Executive Director County of Solano 604 Empire St Fairfield, California 94533

RE: Grant #20230741

Dear Michele Harris:

I am pleased to notify you that the Kaiser Foundation Hospital Fund For Community Benefit Programs of The East Bay Community Foundation has awarded a grant to County of Solano for \$100,000.00. This grant is for Healing Victims of Crime Long-Term Stress, Intergenerational Trauma, and Racism. The first payment will be processed after receipt of the signed Grant Agreement (enclosed). Payment will be made by mailed check or ACH transfer depending on your organization's selection. If you have not yet registered for ACH payments with EBCF and would like to, please email grantsmanagement@eastbaycf.org for instructions as soon as possible.

The enclosed Grant Agreement forms the contract between County of Solano and the East Bay Community Foundation. Please read it carefully as it outlines the conditions of the grant as well as the payment and reporting schedule. *Kindly acknowledge receipt and acceptance of the terms thereof by signing this agreement via DocuSign*. A fully signed copy will be provided. Failure to return the signed Agreement to the Foundation within 30 days could result in cancellation of the grant. Also enclosed are the Final Report Guidelines. *Please keep these guidelines in your files to assist you with preparing a final report as indicated*.

The weekly deadline to complete the DocuSign is Monday at 10:00am PT for a Friday payment. The grant number for this grant is #20230741. Please refer to it in your correspondence with us.

Sincerely,

Laura Choe

Director of Grants Management & Scholarships

Enclosure: Grant Agreement, Report Guidelines, Data Tables

326741915.2



CORPORATE ADVISED GRANT PROGRAM GRANT AGREEMENT

Between The East Bay Community Foundation (the "Foundation") and:

Grantee: County of Solano
Address: 604 Empire St

Fairfield, California 94533

Contact Person: Christina Sinohui

Foundation Contact: grantsmanagement@eastbavcf.org

Grant Number: #20230741

Purpose and Conditions of the Grant

This grant from the Kaiser Foundation Hospital Fund For Community Benefit Programs at The East Bay Community Foundation is made to County of Solano for the purpose and with the conditions outlined below (the "Grant").

1. Grant Purpose: Healing Victims of Crime Long-Term Stress, Intergenerational Trauma,

and Racism

2. Grant Goals: As stated in your proposal

Use of Grant funds to carry out the Grant Goals is subject to the prohibitions on

lobbying as stated in Paragraph 11 below.

3. Grant Period: 12/1/2022 - 11/30/2023

4. Grant Amount: \$100,000.00

5. Payment Schedule: 11/4/2022* \$100,000.00

*Date is contingent upon return of signed Agreement

6. Reporting Schedule: Progress report must be provided annually, and no later

than: N/A

Final report should be provided at the end of the Grant

period, but no later than: 12/31/2023

7. Special Conditions: Grant Classification (re: Financial Accounting Standard Board's SFAS

116-117):

I. Unconditional [x] II. Unrestricted []
Conditional [] Restricted [x]

Restricted grants can be used only to fund the stated purpose of the grant. Conditional grants are paid only after a condition has been met.



8. Hold Harmless Agreement

The Grantee agrees to indemnify, defend and hold harmless the Foundation and its officers, directors, employees, and agents from and against any and all claims, demands, investigations, lawsuits, arbitrations, or other proceedings brought by a third party, liability, loss, damage, cost, or expenses (including reasonable attorneys' fees) however caused, resulting from, arising out of, related to or by reason of any breach of this Grant Agreement by the Grantee or the use of the Grant proceeds. These indemnification obligations shall survive the expiration or earlier termination of this Grant.

9. Public Acknowledgment

The Grantee and the Foundation will engage in discussions related to visibility and donor recognition from time to time. In preparing funder name or marks for printed or electronic media, the Grantee agrees to consult with the Foundation in advance.

10. Nondiscrimination

The Grantee agrees that in the performance of this Agreement it will not unlawfully discriminate in its employment practices, volunteer opportunities, or the delivery of programs or services, on the basis of race, color, religion, gender, national origin, ancestry, age, medical condition, veteran status, marital status, sexual orientation, or any other characteristic protected by law.

11. Project Objectives, Budget, and Use of Funds

Grant funds must be used by the Grantee strictly in accordance with the terms of this Agreement, including solely for the Grant Purposes set forth in Paragraph 1, and the Project Objectives and Project Budget set out in Grantee's Proposal, except the Grantee may, without prior Foundation approval, make adjustments of up to 10% of the agreed grant allocations within personnel line items or within nonpersonnel line items, but not between personnel and nonpersonnel line items. For the avoidance of doubt: (a) no such permitted adjustments shall entitle the Grantee to, or obligate the Foundation to fund, more than the Grant Amount of \$100,000.00, and (b) no part of the Grant funds shall be used for lobbying or political activities. Generally, lobbying is defined as communications with a legislator or an employee of a legislative body for the purpose of influencing legislation, and the communication refers to a specific piece of legislation and expresses a view on that legislation. Lobbying is further defined as any attempt to influence specific legislation by encouraging the public to contact legislators about that legislation. See Treasury Regulations § 56.4911-2. Political activities are defined as participating or intervening in any political campaign on behalf of (or in opposition to) any candidate for public office. See Internal Revenue Code Section 501(c)(3).

12. Notification

The Grantee must notify the Foundation in the case of a material change in the employment status of key personnel, material changes in membership and/or partnerships. The Foundation reserves the right to reclaim a pro-rated share of unexpended Grant funds and/or to suspend or cease the disbursement of any remaining Grant payments in the case of a material change in the employment status (or roles) of key personnel, material changes in membership, direction and/or performance of the project and/or goals as proposed.



13. Access to and Use of Project Information

The Grantee and the Foundation agree that all work product produced using Grant funds, including, without limitation, all notes, designs, specifications, technical information, ideas, processes, methods, programming aids, reports, audio-visual programs, manuals, tapes, listings, source code, object code or other software, flow charts, systems or improvements, enhancements or modifications, web materials, or other data relating to the Grant project, and all patent, copyright, trade secret or other proprietary or intellectual property rights with respect to the work product (collectively, "Work Product"), is solely and exclusively the property of the Grantee. The Grantee hereby grants to the Foundation a perpetual, worldwide, royalty-free, fully-paid up, non-exclusive and irrevocable license to use the Work Product and the Grantee's name in activities undertaken in the exercise or performance of the Foundation's exempt purposes.

14. Project Review and Evaluation

The Grantee agrees that the Foundation may have reasonable access to review and/or evaluate the Grantee's performance of the project funded by this Grant. This may include visits by representatives or agents of the Foundation to observe the Grantee's project operations; to review project data, financial records, or corporate records; and to discuss the project with the Grantee's staff or governing board. At all times during Grant Period, Grantee shall accurately maintain all books of account, financial records and documents of every kind in which all matters relating to the project funded by the Grant, including all income, expenditures, assets, and liabilities thereof. The Grantee shall keep all such records for at least four years after completion of the use of the Grant funds. The Foundation shall have the absolute right at any reasonable time to inspect and copy any of these financial records, except to the extent specifically prohibited by applicable law.

15. Reports and Audits

The Grantee agrees to submit to the Foundation periodic reports and a final progress report (substantially in the form of reporting guidelines hereto, including narrative information and full financial accounting of the expenditure of these Grant funds, according to the Report Schedule set forth in Paragraph 6 of this Agreement. All such progress reports specified in this Paragraph 15 shall become the property of the Foundation. Forms and guidelines for the administrative progress reports will be provided by the Foundation. Any payments scheduled for release subsequent to the due date of a report shall be held by the Foundation until the report has been submitted and approved. The Foundation in its discretion may also require an audit of the agency or project, which may include the review of programmatic as well as financial records subject to Grantee's policies and procedures. The expense of any audit required by the Foundation will be borne by the Foundation, with the exception of audits required as a part of the grant application process.



16. Payments

Grant payments will be made by the Foundation according to the Payment Schedule set forth in Paragraph 5 of this Agreement provided that payments scheduled for a certain month may be made at any time during that month, and that if the project is not making reasonable progress toward meeting its stated objectives as set forth in the Project Objectives, or the Grantee is not otherwise in compliance with this Agreement, then the Foundation may at its sole discretion defer, reschedule, or cancel future payments.

17. Reversion

Any Grant funds not expended for the Grant Purpose, including any unspent balance at the conclusion of the Grant Period, must be returned to the Foundation. The Grantee agrees that, if requested by the Foundation, the Grantee shall convey, assign and transfer to the Foundation any capital equipment or real estate/property purchased with Grant funds if the nature of its use is diverted from the Grant Purposes or if the Grantee organization elects to cease operations.

18. Modifications and Termination

The terms of this Agreement represent the entire understanding of the Foundation and the Grantee and supersede any and all understandings, whether oral or written, that may have existed between the Foundation and the Grantee regarding the Grant, and may be modified only in a written instrument signed by both parties. If and when the Grantee fails to meet any of the terms or conditions of this Agreement, the Foundation may withdraw its award and terminate the Agreement and shall thereupon have no further obligation to disburse to the Grantee any remaining unpaid Grant funds, and may further require repayment by the Grantee to the Foundation of any Grant Objectives. The Grantee may terminate this Agreement at any time, by written notification to the Foundation accompanied by the return to the Foundation of the full Grant Amount.

19. Fund Restriction

All Grant funds must be used in accordance with the purpose and conditions set out in Paragraphs 1, 2, and 7.

20. Limit of Commitment

This Grant award is made with the understanding that the Foundation has no obligation to provide other or additional support for this project, nor does this award represent any commitment to or expectation of future support from the Foundation for this or any other project of the Grantee.



By accepting this Grant, the Grantee certifies to the Foundation that (i) no tangible benefit, goods, or services are received by any individuals or entities connected with the Kaiser Foundation Hospital Fund For Community Benefit Programs, and (ii) this Grant will not be used by the Grantee to satisfy the payment of any pledge or other personal financial obligation on behalf of the donors of the Kaiser Foundation Hospital Fund For Community Benefit Programs.

By signing this Agreement the Grantee signatory acknowledges that he/she has read and understood the Agreement and that the Grantee accepts its terms and conditions.

Dated as of:	
Grantee:	
By: Executive Director or Author	orized Signatory
Michele Harris Name:	Signature:
East Bay Community Foundation	:
By:	
By:	
Laura Choe, Director of Grants & S	cholarships 10/20/2022





PROGRESS AND FINAL REPORT GUIDELINES

Please keep this form in your files. Return it completed to the East Bay Community Foundation on the Report Due Date noted below. Please read these guidelines carefully at the start of your Grant Period to better address the points below at the Grant's conclusion. Attach this sheet as the cover for your report.

Grant #: 20230741

Amount: \$100,000.00

Agency Name: County of Solano
Grant Contact: Christina Sinohui

Purpose of Grant: Healing Victims of Crime Long-Term Stress, Intergenerational Trauma, and

Racism

Grant Period: 12/1/2022 - 11/30/2023

Progress Reports Due: N/A

Final Report Due: 12/31/2023

Foundation Contact: grantsmanagement@eastbaycf.org

Please submit a narrative report addressing the following questions for the project or activities related to this Grant. This grant report may be used to keep Foundation staff informed about your activities and the impact of our support. If you have any questions concerning these guidelines, please contact us at the email address below.

- A. Progress Report: Provide written answers to the following questions as an attachment:
 - 1. Discuss the rationale for any changes to the project objectives stated in your grant proposal.
 - 2. Describe any events that have occurred or issues that may alter your time-frame for completion.
 - 3. Describe any unanticipated outcomes as a result of your Grant.
 - 4. Describe any evaluation findings to date.
 - 5. Attach any product or publicity related to this Grant, or provide a description if not available.
 - 6. If there are delays or modifications related to the implementation of the budget, please explain.
- B. Final Report: Provide written answers to the following questions as an attachment:
 - 1. Discuss the rationale for any changes to the project objectives stated in your grant proposal.
 - 2. Describe any unanticipated outcomes as a result of your Grant.
 - 3. Describe any evaluation findings.
 - 4. How did you use your evaluation findings for program improvement?
 - 5. What elements of your work will be sustained, and how?
 - 6. If there are delays or modifications related to the implementation of the budget, please explain.
 - 7. Attach any product or publicity related to this Grant, or provide a description if not available.



C.	Progress and Final Reports: In Excel format, attach a project budget, itemizing expenses for the repo	rting
	period, expenses to date and unexpended balance.	

Please submit this report electronically to grantsmanagement@eastbaycf.org.



EAST BAY COMMUNITY FOUNDATION PROGRESS AND FINAL REPORT TEMPLATE Grant #: 20230741

Organization Name:	
Project Name:	
Contact Name:	Contact Email:

Please use the table below to report on your progress to date on each Goal and Objective related to this grant. The first row provides definitions for each of the columns. You may copy & paste additional rows as needed. This table should be used for both Interim and Final Reports.

Goal:					
Objective	Status	Challenges and Lessons Learned	Achieved Outcome(s)	Actual Number of People Served and Whom?*	Evaluation Findings
1. List specific, measurable, action-oriented, realistic, and time-defined objective(s) that enabled you to reach your goal.	Describe the status of your objective(s).		What changed as a result of your efforts?		Document your evaluation methods and findings.



EAST BAY COMMUNITY FOUNDATION PROGRESS AND FINAL REPORT TEMPLATE

Grant #: 20230741

Please provide the information requested in the chart below.

Goal:						
Objective	Status	Challenges and Lessons Learned	Achieved Outcome(s)	Actual Number of People Served and Whom?*	Evaluation Findings	
1.						
2.						

Goal:						
Objective	Status	Challenges and Lessons Learned	Achieved Outcome(s)	Actual Number of People Served and Whom?*	Evaluation Findings	
1.						
2.						