



2023-2024 MISSION SUPPORT GRANT AGREEMENT

Alliance Healthcare Foundation (“AHF”) believes all people have a desire, and a basic human right, to be well.

We define wellness as a state of complete physical, mental, spiritual, economic, and social well-being and not merely the absence of disease or infirmity. Society, structural systems, community, neighborhood, and family are collectively responsible for creating an environment of health and wellness. Wellness is personal and is not the same for everyone.

Health equity exists only when people can attain their full health potential, regardless of resources, circumstance, skin color or identity. This potential can only be reached when we reduce – and ultimately eliminate –the disparities that adversely impact marginalized and under-resourced communities.

This Grant Agreement is made effective as of «GRANT_START_DATE» (“Effective Date”) by and between AHF, a California nonprofit public benefit corporation, and «ORGANIZATION_LEGAL_NAME», (“Grantee”), with reference to the following:

WHEREAS, AHF is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”) as a charity, and has been classified by the Internal Revenue Service (the “IRS”) as a private foundation under Section 509(a) of the Code;

WHEREAS, AHF’s charitable mission is to advance the health and wellness for those in need, particularly for the most vulnerable populations in San Diego and Imperial Counties;

WHEREAS, AHF furthers its charitable purposes in part by making grants to other organizations to support their charitable activities;

WHEREAS, Grantee is exempt from federal income taxes under Section 501(c)(3) of the Code as a charity, and has been classified by the IRS as a public charity (rather than a private foundation) under Section 509(a)(1) or (2); and

WHEREAS, AHF wishes to make a grant to Grantee for the purposes set forth herein in Paragraph 2 and in furtherance of AHF’s charitable purposes, and otherwise on the terms and conditions stated below.

NOW, THEREFORE, in consideration of the mutual rights and obligations set forth herein, AHF and Grantee hereby agree as follows:

1. **Grant amount and payment.** AHF has approved a grant of \$«GRANT_AMOUNT» to Grantee, which amount shall be payable to Grantee in equal installments over a period of three (3) years. AHF will distribute to Grantee the first installment of \$«ONE_THIRD_OF_GRANT_AMOUNT» in early 2021 after receiving a copy of this Grant Agreement executed on behalf of Grantee by a properly authorized officer of Grantee. Subject to paragraph 4 of this Grant Agreement and AHF’s annual determination that Grantee remains in compliance with the terms of this Grant Agreement, the second installment shall be distributed to Grantee in or around «SECOND_TRANCHE_DATE» and the third installment shall be distributed to Grantee in or around

Grant Agreement between Alliance Healthcare Foundation and «Organization_Legal_Name».

«**THIRD_TRANCHE_DATE**». All amounts received by Grantee under this Grant Agreement are referred to herein as the “Grant”.

2. **Grant purpose.** The purpose of the Grant is to provide general operating support to Grantee for use in Grantee’s charitable programs and activities (the “Grant Purpose”).
3. **Use of Grant.** All Grant funds must be expended solely for charitable purposes within the meaning of section 170(c)(2)(B) of the Code. Grantee shall use the Grant and any interest earned on the Grant funds solely for the Grant Purpose and in accordance with the terms of this Grant Agreement, and Grantee shall repay to AHF any portion of the amount granted which is not so used.
4. **Term and Termination.**
 - a. The term of this Grant Agreement shall begin on the Effective Date and continue until the earliest of (a) the date all Grant funds have been disbursed, (b) Grantee is no longer classified as a public charity under Section 509(a)(1) or (2) of the Code; or (c) written notice of termination provided by AHF to Grantee if AHF determines, in its sole discretion, that (i) Grantee no longer has a mission consistent with the mission of AHF, (ii) Grantee engages in conduct or has experienced an event that could potentially put AHF’s brand or reputation at risk, or (iii) Grantee is unlikely to achieve charitable impact in the community.
 - b. In the event of any termination of this Agreement, AHF shall have no further obligations to distribute any remaining Grant funds or to make or fulfill any other funding commitments under this Grant Agreement. The terms of this Grant Agreement that, given their nature or express terms, are intended to or should survive any expiration or termination of this Grant Agreement shall survive any expiration or termination of this Grant Agreement.
5. **Grantee reports.** So that AHF may capture the impact of our grants and deepen relationships with grantees, Grantee shall share annual highlights, successes, and challenges with AHF. We offer various options for grantees to share their annual highlights, successes and challenges with us. Examples include sharing a written annual report (can be traditional public-facing report), hosting AHF for an informal site-visit or tour, sharing a video displaying progress or key projects throughout the year, invitation to annual organizational event, etc. Additionally, Grantee agrees to participate in a surveys as requested by AHF for AHF to learn how Grantee made use of the Grant.
6. **Educational and mission support.** AHF may from time to time provide certain support to its grantees in the form of access to learning opportunities designed to strengthen their organization, as well as promotion of their charitable work through AHF’s website and social media channels.
 - a. Learning opportunities may be made available throughout the year to grantees. These opportunities may include webinars, events, topic-focused meetings, and more. Further information will be provided on future offerings as they become available in AHF’s sole discretion.
 - b. For the opportunity to avail Grantee of the promotion on the AHF website, please submit the following information periodically:
 - a) 3-4 pictures of the Grantee’s work; understanding client confidentiality, AHF prefers to receive pictures of Grantee’s community work to represent the diversity of health and wellness happening in the community; and/or
 - b) Any videos Grantee has produced that Grantee would like displayed on the AHF website and/or Social Media channels; and/or

- c) Link to Grantee's online donation page.
- c. To assist AHF in promoting the charitable work of Grantee, Grantee shall:
 - a) Connect, where applicable, with the AHF social media pages (like, follow, etc.) periodically.

Facebook: <https://www.facebook.com/AllianceHF>

Instagram: <https://www.instagram.com/alliancehf/>

LinkedIn <https://www.linkedin.com/company/alliancehf/>

YouTube: <https://www.youtube.com/user/AllianceFoundation>

Twitter: <https://twitter.com/AllianceHF>

- d. Notwithstanding any other provisions of this paragraph 5, AHF retains the sole discretion as to whether it promotes Grantee on the AHF website or otherwise. AHF shall not be required to publish any information provided by Grantee under this paragraph 6. AHF also retains the sole discretion to terminate Grantee's connection to any of the AHF social media pages.
- 7. **Identification of AHF.** Grantee shall clearly identify AHF as a supporter of Grantee in any printed, visual or recorded material, including brochures, websites, and CD-ROMs, that refers to or results from this Grant. Grantee shall also include recognition of AHF as a supporter of Grantee in all media relations activities and in printed material such as press releases prepared for the media. The use of the AHF logo must be pre-approved by AHF.
- 8. **Tax status.** Grantee represents that it is an organization described in section 501(c)(3) of the Code and is classified as a public charity under section 509(a)(1) or (2) of the Code. Grantee shall notify AHF immediately of any change in Grantee's legal or tax status.
- 9. **Notices of changes.** Grantee agrees to provide immediate written notice to AHF if significant changes or events occur which could affect the progress, outcome, or impacts of the organization's overall goals and objectives, including without limitation any change in Grantee's executive staff or key staff responsible for achieving Grantee's objectives.
- 10. **Indemnification.** Grantee hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless AHF, its officers, directors, trustees, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission of Grantee, its employees, or agents, in applying for or accepting the Grant, in expending or applying the Grant or in carrying out the program or project funded or financed by the Grant, except to the extent that such claims, liabilities, losses, or expenses arise from or in connection with any act or omission of AHF, its officers, directors, trustees, employees, or agents.
- 11. **Terrorist activity.** Grantee certifies that it does not promote or support terrorist activities and does not employ or deal with any entities or individuals on the Executive Order Annex List or other lists published by the U.S. Department of State or the U.S. Department of Treasury (information about these lists may be obtained at www.ustreas.gov and www.state.gov). Grantee agrees to use the Grant in compliance with all applicable anti-

terrorist financing and asset control laws, regulations, rules, and executive orders, including, but not limited to, the USA Patriot Act of 2001 and Executive Order 13224.

12. **Entire agreement; amendments.** This Grant Agreement shall supersede any prior oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to the Grant. This Grant Agreement may not be amended or modified, except in a writing signed by both parties hereto.
13. **No agency or partnership.** Nothing in this Grant Agreement shall constitute the naming of Grantee as an agent of legal representative of Grantor for any purpose whatsoever. This Agreement shall not be deemed to create any relationship of agency, partnership, or joint venture between the parties hereto, and Grantee shall make no such representation to anyone.
14. **Governing law.** This Grant Agreement shall be governed by and construed in accordance with the laws of California.

IN WITNESS WHEREOF, the parties have caused this Grant Agreement to be executed by its duly authorized representative effective on the date first written above.

ALLIANCE HEALTHCARE FOUNDATION

By: _____
Sarah Lyman, Executive Director

Date: _____

«ORGANIZATION_LEGAL_NAME»

By (Signature): _____
Duly Authorized Representative

Date: _____

Print Name: _____

Print Title: _____