

EL CAMINO HEALTHCARE DISTRICT COMMUNITY BENEFIT GRANT AGREEMENT

This Agreement ("Agreement") is entered into between El Camino Healthcare District, a political subdivision of the State of California ("ECHD"), located in Mountain View, California, and Mountain View Whisman School District (the "Organization") and covers the grant period specified below.

1. TERMS OF GRANT

Grant Program Name:

Health Services Grant

Grant Amount:

\$290,000.00

Grant Period:

July 1, 2022 to June 30, 2023

Organization Name:

Mountain View Whisman School District

Organization Contact Information:

Ayinde Rudolph

Superintendent

1400 Montecito Drive

Mountain View, CA 94043

- 2. <u>GENERAL PURPOSE</u>. The Community Benefit Grant Fund is a community benefit program which makes grants to support the tax-exempt purposes of ECHD. For the avoidance of doubt, grant funds are provided by ECHD for the primary purpose of achieving community benefit objectives, not the El Camino Health Foundation, which is a separate legal entity.
- 3. <u>USE OF GRANT FUNDS</u>. Grant funds provided hereunder are granted to the Organization solely for the Grant Purpose set forth in the Organization's grant application, the terms of which are incorporated herein by this reference. Grant funds provided hereunder and any income earned thereon shall be expended only for the charitable purposes of ECHD or the charitable or governmental purposes of the Organization <u>and</u> to carry out the Grant Purpose set forth in the Organization's grant application. Grant funds may not be used, in any way, to defray the Organization's ordinary operating expenses unrelated to the Grant Purpose or to fund expenses already incurred by the Organization. Grant funds may not be held as an endowment. Grant funds may not be used to carry out propaganda, or otherwise to attempt to influence any legislation or to intervene in any campaign for public office. Grant funds may only serve individuals who live, work or go to school within the boundaries of the El Camino Healthcare District.



- 4. <u>USE OF INCOME</u>. ECHD encourages the deposit of grant funds in an interest-bearing account whenever feasible. Any interest earned is to be used in direct furtherance of the Grant Purpose. Any unused grant funds will be refunded to ECHD within thirty (30) days of the last day of the Grant Period.
- 5. <u>REPORTING REQUIREMENTS</u>. Written reports, signed by the appropriate officer of the Organization, are to be furnished to ECHD on the dates specified below. Future grant opportunities for the Organization will not be considered if reports are not received on or before the specified date. Reports shall contain data specified in the Interim and Final Report guidelines to be provided to the Organization and agreed upon metrics. Reports may be made public, and reports, or information contained in the reports, will be included in ECHD's governmental reports.

Interim Report Due Date: January 14, 2023

Final Report Due Date: July 15, 2023

- 6. MONITORING AND EVALUATION. ECHD reserves the right to monitor and conduct an evaluation of the Organization's program for which it is utilizing grant funds, which may include a visit from ECHD personnel to observe the Organization's program, discuss the program with the Organization's personnel, and audit or review financial and other records and materials connected with the activities financed by this Agreement. ECHD recommends that the Organization retain all grant-related primary data collection materials.
- 7. <u>ACKNOWLEDGEMENT OF FUNDS</u>. In order to further ECHD's community benefit objectives and to make the community aware of the potential of the availability of funds for future community health programs, ECHD requests that it be mentioned in the Organization's external communication channels. A branding toolkit will be made available, which outlines the appropriate use of the ECHD name, social media tags, and/or logo. ECHD requests that the ECHD name and/or logo be added to the following, as applicable:
 - a. Building signage: For programs receiving grants ≥ \$200,000
 - b. Mobile van signage: For programs receiving grants \geq \$50,000
 - c. Email signatures: For grants that fund ≥ 0.75 FTE in program personnel
 - d. Annual reports: All funded programs
 - e. Website partnership pages: All funded programs
 - f. Social media when posting about the grant program: All funded programs
 - g. Printed collateral about the grant program: All funded programs
 - h. Media coverage about the grant program: All funded programs



ECHD recommends that the following language be used, as applicable, in furtherance of ECHD's community benefit objectives:

"Made possible by funding from El Camino Healthcare District"

or

"Funded by El Camino Healthcare District."

- 8. <u>INTENT OF PARTIES</u>. Nothing in this Agreement, in the grant application or in any other written or oral agreement between ECHD and the Organization, nor any consideration offered or paid in connection with this Agreement, contemplates or requires the admission or referral of any patient to or from ECHD or its affiliates.
- 9. PAYMENT SCHEDULE; OTHER REQUIREMENTS. Grant funds will be disbursed in either one or two payments (in ECHD's discretion) after the receipt by ECHD of this Agreement fully executed by all parties hereto. The Organization shall promptly inform the ECHD Community Partnerships Department in writing if there are any changes in the Organization's personnel who are critical to the administration of this grant or any changes in the budget. The Organization may not use funds in any way other than those described in the Organization's grant application unless advance written permission is granted by the ECHD Community Partnerships Department.
- 10. <u>TERMINATION</u>. If the Organization fails to use the funds as described in the grant application and in accordance with this Agreement, ECHD may terminate the grant and recoup all grant funds.
- 11. <u>AUTHORIZED SIGNATORY OF THE ORGANIZATION</u>. This Agreement and <u>Exhibit A</u> (Agreed Upon Program Metrics for Fiscal Year 2023), attached hereto and incorporated herein by this reference, must be signed and agreed upon by the Organization's Chief Executive Officer (CEO) or Executive Director (ED) identified below.

CEO / ED Name: Dr. Auna	
Title: Superintendent	Title: Chief Human Relations Officer
Date: Aug. 18, 2022	Date: Aug. 18, 2022

The Organization agrees to sign and return all pages of this Agreement and Exhibit A along with all other requested documents to Brennan Phelan, Director, Community Partnerships, through your grantee homepage at https://www.GrantRequest.com/SID_5862?SA=AM.

*The Organization agrees to notify the ECHD Community Partnerships Department of any changes to the Primary Contact Name set forth above.



12. <u>AGREED UPON PROGRAM BUDGET FOR FISCAL YEAR 2023</u>. All parties responsible for implementing the program and reporting on program budget must be aware of the agreed upon budget. Grant funds must be spent as indicated in the approved budget. Substantive changes to the budget must be discussed with ECHD Community Benefit Program staff and submitted for ECHD's review and approval.

IN WITNESS HEREOF the parties hereto have executed this Community Benefit Grant Agreement as of the date set forth below.

Mountain View Whisman School District

Name

Fitte

Signature

Date

Signature

Date

Signature

Date

Date



EXHIBIT A

AGREED UPON PROGRAM METRICS FOR FISCAL YEAR 2023

All parties responsible for implementing the program and reporting on program metrics must be aware of the agreed upon metrics, below. Should there be any changes, please inform ECHD's Community Partnerships staff.

FY23 Metrics	FY23 6-month Target	FY23 Annual Target
Individuals served (unduplicated)	1,950	3,900
Services provided	5,500	8,000
Number of health screenings	4,000	5,000
Students out of compliance with required immunizations who become compliant	%06	%16
Students with a failed health screening who saw a healthcare provider	%0	20%

Mountain View Whisman School District

Name

Date

Signature

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El Camino Healthcare District | Community Benefit Program

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