

## IEHP Foundation 2024 Board Discretionary Funds Grant Terms & Conditions

The following terms and conditions are binding on the Grantee identified in the signature block of the Grant Agreement. Grantee represents and warrants that it is the same Grantee that entered into the Grant Agreement. The Grant Agreement consists of the online Grant Agreement Form and these Terms and Conditions (collectively, the “Agreement”).

WHEREAS, Grantor is a California nonprofit public benefit corporation that is organized and operated exclusively for charitable purposes within the meaning of section 501(c)(3) of the Internal Revenue Code (“IRC”);

WHEREAS, Grantor seeks to expand its reach into underserved communities in the Inland Empire region by supporting community builders and leaders in the region through financial and other forms of support; and

WHEREAS, Grantee has met those certain requirements to be eligible for receiving a Board Discretionary Funds Grant to support the Grantee’s general operations in Calendar Year 2024.

NOW, THEREFORE, the parties agree as follows:

1. Grantor agrees to pay Grantee the amount identified in the online Grant Agreement form. Under no circumstances is Grantor obligated to pay Grantee more than this amount.
2. Grantee Certifications
  - a. Grantee certifies that it is an organization that is both exempt from taxation under section 501(c)(3) of the Internal Revenue Code (“IRC”) and an organization described in IRC § 509(a) whose status has been duly confirmed by one or more operative IRS rulings or determination letters.
  - b. Grantee certifies that it has a principal office in the County of [Riverside or San Bernardino] and is presently operating in the County of [Riverside or San Bernardino] to provide services to the residents of the County of [Riverside or San Bernardino].
  - c. Grantee certifies that all information provided by or on behalf of Grantee, including without limitation the information contained in Grantee's grant application submitted to Grantor, is and will be true and accurate in all material respects.
3. Grantee will utilize the grant’s proceeds only for general operating support consistent with its tax-exempt status described above. Without limiting the generality of the preceding sentence, Grantee will not intervene in any election or support or oppose any political party or candidate for public office or engage in any lobbying, as prohibited by section 501 of the IRC, or, if applicable, section 4911 of the IRC. If Grantee is found to have used the funds to engage in illegal activity, Grantor has right to recover the funds granted, in full.

4. Grantee will inform Grantor immediately of any change in its IRS tax-exempt status, proposed or actual.
5. This is a general support grant. It is not earmarked for any project or for transmittal to any other entity or person, even if Grantee's proposal or other correspondence expresses expenditure intentions. Rather, Grantee accepts and will discharge full control of the grant and its disposition and responsibility for complying with this agreement's terms and conditions. However, at any time during normal business hours and as often as twice a year, Grantee shall make available, within ten (10) days of the receipt of such a request, to Grantor for examination all of its records with respect to all matters covered by this Agreement and this grant. Said records shall be made available for examination within San Bernardino County and Grantee shall maintain such records in an accessible location and condition for a period of not less than 4 years after the Effective Date.
6. Grantee will not discriminate against any employee, or against any applicant for such employment because of age, race, color, religion, physical handicap, ancestry, sex, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
7. Grantee shall keep, and provide to Grantor or its agents, upon request, accurate financial records necessary to enable Grantor to review Grantee's performance of this Agreement. These records shall demonstrate the grant funding has been used in a manner consistent with the Grant Agreement. Grantee shall maintain all such records for at least three years after the termination of this Agreement.
8. Grantor or its agents shall have the right to audit and review the records identified in Section 7 above, maintained by Grantee pursuant to the terms of this Agreement, to the extent necessary to verify the grant has been used in accordance with the terms of this Agreement. Any such audit and review will be conducted by Grantor or its auditors at Grantee's option and expense, by a mutually acceptable third party accounting firm.
9. Grantee will adhere to the [logo use policy](#) of IEHP Foundation and submit for approval to an IEHP staff member any communications to be shared that includes mention of IEHP Foundation.
10. It is understood and agreed that the relationship between the parties is an independent contractor relationship. Neither party, including its officers, agents, employees or subcontractors, shall be considered to be employees of the other, nor entitled to any benefits payable to such employees, including Workers' Compensation Benefits. None of the provisions of this Agreement shall be construed to create a relationship of agency, representation, joint venture, ownership, control or employment between the parties other than that of independent parties contracting for the purposes of effectuating this Agreement.
11. The failure of either party to enforce any term, covenant or condition of this Agreement shall not be construed as a waiver of that party's right to subsequently enforce this, or any other term, covenant or condition of this Agreement. No waiver shall be deemed effective unless the waiver is expressly stated in writing and signed by the party waiving the right or benefit.

12. Grantee shall defend, indemnify, and hold Grantor and its officers, agents, employees and volunteers harmless against any and all claims, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, based or asserted upon any act or omission of Grantee, Grantee, its officers, employees, agents, contractors, licensees or servants relating to or in any way connected with the provision of funds under this Agreement and/or Grantee's use of said funds under this Agreement.
13. This Agreement shall be construed and interpreted according to the laws of the State of California.
14. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that signatures transmitted electronically shall be binding as if they were original signatures.
15. This Agreement represents the entire and integrated Agreement between Grantor and Grantee, and supersedes any and all other negotiations, representations, and/or agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement or promise relating to the subject matter of this Agreement which is not contained herein shall be valid or binding.
16. The effective date of this Agreement is the date the online Grant Agreement Form is executed by the Grantee.