



2025 – 2026 Champions for Vibrant Health Leadership Network Grant Agreement Terms & Conditions

The following terms and conditions are binding on the Grantee identified in the signature block of the Grant Agreement for the 2025-2026 Champions for Vibrant Health Leadership Network Grant (“the Grant”). Grantee represents and warrants that it is the same Grantee that entered into the online Grant Agreement form. 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 develop an informed and engaged network of emerging and established nonprofit organization leaders committed to helping build Vibrant Health across Riverside and San Bernardino counties through partnership, collective advocacy and organizational capacity building; and

WHEREAS, Grantee has met those certain requirements, located within the [Call for Applications](#) and incorporated herein by this reference, to be eligible for receiving funding for the Grant to support the Grantee’s infrastructure and capacity building in Calendar Years 2025 and 2026.

NOW, THEREFORE, the parties agree as follows:

1. Grantor agrees to pay Grantee the amount of \$25,000 for each of two years. 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 and/or serves community members in Riverside and/or San Bernardino Counties; and is presently operating in at least one of the aforementioned counties to provide services to the residents of the Counties of San Bernardino and/or Riverside.
 - 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.
 - d. Grantee certifies that the Executive Leader and Emerging Leader identified in the application to participate in the Champions for Vibrant Health Leadership Network are committed to attending, in full, no less than 100% of all training sessions, advocacy trips

and leadership retreats scheduled for the Champions for Vibrant Health Leadership Network. Absences may be excused with advance notice and will be handled on a case-by-case basis.

- e. Grantee certifies that a mid-year and end-of-year report will be submitted for each year of the Champions for Vibrant Health Leadership Network. Instructions for how to complete the report and exact deadline will be provided by Grantor with no less than one month notice.
 - f. Funding for the second year will be contingent upon Grantee's successful participation in Year 1 of the Champions for Vibrant Health Leadership Network.
3. Grantee acknowledges and agrees that any failure by Grantee to comply with the requirements of the Grant and/or maintain the foregoing certifications in section 2 of these Terms and Conditions may result in all or a portion of the Grant becoming subject to recoupment.
 4. Grantee will utilize all of the Grant's proceeds for capacity building and infrastructure development for its programs and services in Riverside and San Bernardino Counties 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.
 5. 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.
 6. Grantee will inform Grantor immediately of any change in its IRS tax-exempt status, proposed or actual.
 7. This is a capacity building and infrastructure support grant, intended to be used to strengthen and expand the work of your organization within Riverside and San Bernardino Counties only. It is not earmarked for any program 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.
 8. 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.

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9. In the performance of this Agreement, Grantee and its agents, employees and volunteers shall act in an independent capacity and not as officers, employees, agents or volunteers of Grantor. This Agreement does not create an employment relationship between Grantee and Grantor.
 10. 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.
 11. Grantor shall not be liable for, and Grantee shall defend and indemnify Grantor and its officers, directors, employees and agents against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs, which arise out of or are in any way connected to Grantor's provision of funds and/or Grantee's use of said funds under this Agreement, arising either directly or indirectly from any act, error, omission or negligence of Grantee or its officers, employees, agents, contractors, licensees or servants.
 12. This Agreement shall be construed and interpreted according to the laws of the State of California.
 13. 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 via pdf attachment shall be binding as if they were original signatures.
 14. The effective date of this Agreement is the date the online Grant Agreement Form is executed by the Grantee.