

ATTACHMENT C

City/Kaiser Foundation Hospitals
Grant Agreement

UNCONDITIONAL GRANT AGREEMENT

Kaiser Foundation Hospitals (Grantor) makes this grant to **City of Victorville** (Grantee) for the purpose and with the terms outlined below.

The following terms listed below, and all exhibits, appendices, and other attachments hereto form “the Agreement.”

Grant Title:	Strengthening the Recuperative Care Ecosystem in the Inland Region
Grant Number:	164693
Grant Purpose:	The purpose of the City of Victorville's medical respite grant is to advance the medical respite ecosystem by improving service quality at our Wellness Center.
Grant Objectives:	Grantee agrees to make reasonable progress towards achieving the objective(s) as stated in the grant application. Reasonable progress will be determined in exercise of Grantor’s sole discretion
Grant Period:	Start Date: 7/1/2024 End Date: 6/30/2025 Term: 12 months
Grant Amount:	\$200,000.00
Project Contact Person:	William Lamas, Homelessness Solutions Manager wlamas@victorvilleca.gov 760-955-5282
Grantee Mailing Address:	14343 Civic Drive Victorville, California 92392
Kaiser Permanente Grant Lead:	Celia Brugman Celia.A.Brugman@kp.org
Special Conditions	This is an unconditional Grant subject to the terms below.
Payment Schedule	Payment dates are approximate. Initial payment is based on execution of the grant agreement; any subsequent payment dates are estimated. If multiple payments are indicated, the payments will be dispersed after receipt and review of the corresponding reports. Payment Amount: \$200,000.00 Due upon execution of the grant agreement

Reporting Schedule	<u>Report Type</u>	<u>Due Date</u>
	Data Survey Report	10/7/2024
	Data Survey Report	1/7/2025
	Data Survey Report	4/7/2025
	Final Data Survey Report	7/31/2025
	Final Narrative and Expenditure Report	7/31/2025 To be submitted within KP’s online grant management system. Grantee to report on progress against outlined objectives.

I. GRANT TERMS

A. Use of Grant Funds. Grantee will use the grant funds for the intended purpose. Grant funds may not be expended, loaned, pledged, or transferred for reasons other than carrying out the Project without Grantor’s prior written approval. Grantee may not expend any grant funds for any purpose that is not charitable, for any political or impermissible lobbying activity, or for any purpose other than one specified in Section 170(c)(2)(b) of the Internal Revenue Code.

B. Grant Expenditures. Grantee agrees that the grant fund expenditures will be allocated as specifically itemized in the budget submitted in your grant application. Grantee will seek prior written approval from Grantor for any budget re-allocations exceeding 10% of the total grant amount.

Reporting Guidelines. The results of the grant are important and will help shape the future of Kaiser Permanente’s grantmaking. The Grantee is responsible for submitting required reporting using Kaiser Permanente’s online grants management system and if applicable Kaiser Permanente’s identified collection tool for data metrics, in accordance with the reporting schedule above. An email notification will be sent to the submitter identified on the grant application 30 days prior to the report due date. To ensure the submitter’s contact information is up to date, please notify the Kaiser Permanente Grant Lead with any changes. Any questions or concerns regarding specific reporting requirements should be discussed and resolved in consultation with the Kaiser Permanente Grant Lead. Please note, if the grant requires working with an external evaluator or if the grantee is requested to participate in interviews or focus groups, the grantee will be notified of their requested participation in any evaluation activities in advance of the activity. If multiple payments are indicated, the payments will be dispersed upon receipt and approval of the corresponding reports.

C. Public Access. If requested, Grantee will provide Grantor copies of any results, reports, publications, data, and other materials created or developed through the Project, unless such information is propriety or contains information deemed sensitive by the Grantee. If any third-party reports, articles, or other publications regarding the

Project funded by this grant are available to the public, Grantee will assist Grantor in obtaining copies if needed.

- D. Non-discrimination.** Grantee agrees that, in carrying out the objectives supported by this grant, it will not unlawfully discriminate in its employment practices, volunteer opportunities, or the delivery of programs or services, based on race, color, religion, gender, gender identity/expression, national origin, ancestry, age, medical condition, disability, veteran status, marital status, sexual orientation, or any other characteristic protected by law.
- E. Nonprofit Status.** Grantee affirms that it is currently in good standing, and shall remain during the period funded, a nonprofit public benefit corporation exempt from federal income taxes under section 501(c)(3) of the Internal Revenue Code or a local, state, or federal government agency eligible to receive charitable contributions as described in the grant proposal submitted. Grantee will notify Grantor immediately of any changes in its tax status during the grant term.
- F. Change in Grantee Operations.** Grantee will advise Grantor within thirty (30) business days of the occurrence, or actual knowledge of the imminent occurrence, of any of the following changes in Grantee's status. In the event of any of these occurrences the agreement will be terminated:
1. Grantee no longer retains the services of personnel adequate to enable Grantee to continue to perform its obligations under this Agreement.
 2. Grantee's inability to expend grant funds in accordance with the terms of the grant Agreement, or;
 3. Any development that significantly and adversely affects the operation of the Project or Grantee, including, without limitation, changes to Project scope of grant or timeline.
 4. Any changes to Grantee's financial status that adversely affects the operation of the Project or Grantee.
- G. Conflict of Interest.** Grantee shall, in connection with the grant application submission, have disclosed to Grantor a comprehensive list of Grantee's Directors, Officers, and individuals on its governing body and an assessment of their affiliations, if any, to Kaiser Permanente or any of the Permanente Medical Groups and their subsidiaries, for the purpose of identifying and eliminating any possible conflicts of interest. Grantee will disclose any changes to the list of Directors, Officers, or individuals on its governing body and their affiliations that may generate a potential conflict of interest during the term of this Agreement to ensure compliance with policy.
- H. Future Funding.** Grantee acknowledges that Grantor and its representatives have made no actual or implied promise of future funding except for the amounts specified by this Agreement.

II. PUBLICITY/PROMOTION

- A. Grantee Communications with Media/Use of Logo.** Grantor requires review and comment on all press releases that are directly related to the grant, as applicable. Grantor requests prior approval before the use of its logo in any communications. If Grantee plans to issue a press release related to this Grant, Grantee will contact Grantor at least 15 days before the desired announcement date. Grantor must be addressed as “Kaiser Permanente” in all communications. Grantor acknowledges that Grantee, if a 501(c)(3) organization is subject to certain limitations regarding public acknowledgment and agrees that any such decisions regarding visibility and donor recognition will be subject to any such limitations.
- B. Communications with Media and Published Materials.** Grantor may periodically publicize Project progress and/or results through public communications (including press releases), reports, websites, and other materials. Grantee agrees that Grantor may use the logo of the organization in such publications.

III. GRANT TERMINATION: RIGHT TO MODIFY

- A.** Grantor may terminate this grant for convenience upon 30 days’ written notice. Grantor or Grantee may terminate this grant immediately for the reasons specified in this Agreement or in willful misconduct or negligence.

IV. INDEMNIFICATION

- A.** To the extent consistent with applicable law, each Party agrees to defend, indemnify, and hold the other Party and its officers, employees, directors, owners, and authorized agents harmless from and against all third-party claims, suits, damages and liabilities, costs and expenses incurred therewith, including reasonable attorneys' fees, to the extent caused by the negligent or willful act or omission of the indemnifying Party, its officers, employees, directors, owners, or authorized agents.

V. COMPLIANCE

- A.** Grantee agrees to comply with all applicable laws in the use of the grant funds and Grantee’s development and operation of the Project. Grantee shall (i) maintain, in full force and effect, all required governmental or professional licenses and credentials for itself, its facilities and its employees and all other persons engaged in work in conjunction with this grant, and (ii) perform its duties and obligations under this Agreement according to industry standards and in compliance with all applicable laws. As an organization with numerous contracts with the federal government, Kaiser Permanente and its affiliates are subject to various federal laws, executive orders, and regulations regarding equal opportunity and affirmative action. This Section constitutes notice that Grantee may be required to comply with the following Federal Acquisition Regulations (each a “FAR”) at 48 CFR Part 52, which are incorporated herein by reference: (a) Equal Opportunity (April 2002) at FAR 52.222-26; (b) Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept. 2006) at FAR 52.222-35; (c) Affirmative Action for Workers with

Disabilities (June 1998) at FAR 52.222-36, and (d) Utilization of Small Business Concerns (May 2004) at FAR 52.219-8. To the extent any of the foregoing federal statutes become applicable to Grantee, Kaiser Permanente will advise Grantee. In addition, Executive Order 13495 concerning the obligations of federal contractors and subcontractors to provide notice to employees about their rights under Federal labor laws, or its successor, shall be incorporated herein by reference.

VI. MISCELLANEOUS

- A.** In the event that any suit or action is instituted concerning the Agreement, the substantially prevailing Party shall recover all costs, including, without limitation, the court costs and reasonable attorney's fees incurred in each such action, suit, or proceeding, including all appeals or petitions therefrom. Grantee may not assign any right, duty, or obligation under this Agreement without prior written approval from Kaiser Permanente. Any change of ownership or control of Grantee shall be deemed an assignment. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective, permitted successors and assigns. This Agreement, including any exhibits and attachments (all of which are incorporated into this Agreement by this reference), is the entire Agreement of the Parties with respect to the subject matter herein, and supersedes all other agreements, promises, negotiations, or representations, whether oral or written. This Agreement, including exhibits and attachments, may not be amended except in a writing signed by each Party. Regarding administration of this grant, the parties understand and agree that each is always acting and performing as an independent contractor. Except as expressly set forth in this Agreement, neither Party, nor any of its employees, shall be construed to be the agent, employee, or representative of the other for any purpose, or liable for any acts or omissions of the other.

SIGNATURE PAGE, Grant #164693

- 1. Grantee Signature.** By signing this Agreement, the Grantee signatory acknowledges that they have read and understood the Agreement, they have the authority to sign this Agreement and bind the Grantee thereto, and that the Grantee hereby accepts and agrees to perform all the terms of this Agreement.

Grantee Organization Signatory

Name: Keith Metzler

Title: City Manager

Organization: City of Victorville

Signature:

Date Signed:

- 2. Kaiser Permanente Signature.** By signing this Agreement, KP signatory acknowledges that they have read and understood the Agreement, they have the authority to sign this Agreement and bind KP thereto, and that KP hereby accepts and agrees to perform all the terms of this Agreement.

Kaiser Foundation Hospital/Health Plan Signatory

Name: John M Yamamoto

Title: Vice President, Community Health & Government Relations

Organization: Kaiser Foundation Hospitals

Signature:

Date Signed: