

# GRANT AGREEMENT

**Agreement Number:** HCF-2024-089

**Date:** September 15, 2024

**Grant Period:** October 1, 2024 - September 30, 2025

## PARTIES

### GRANTOR:

Healthcare Foundation Inc.  
1247 Medical Plaza Drive  
Suite 300  
Austin, Texas 78701  
Federal Tax ID: 74-1234567

### GRANTEE:

Healthway Nonprofit Services  
892 Community Health Boulevard  
Austin, Texas 78704  
Federal Tax ID: 74-9876543

## ARTICLE I: GRANT AWARD AND PURPOSE

### Section 1.1 Grant Award

Healthcare Foundation Inc. ("Foundation") hereby awards to Healthway Nonprofit Services ("Grantee") the sum of Two Hundred Fifty Thousand Dollars (\$250,000) for the grant period specified above.

### Section 1.2 Grant Purpose

This grant is awarded to support Grantee's community health education and direct client service programs as detailed in the approved project proposal dated August 12, 2024, and incorporated herein as Exhibit A - Project Description and Budget.

### Section 1.3 Payment Schedule

Grant funds shall be disbursed according to the following schedule:

Initial Payment: \$75,000 upon execution of this agreement

Second Payment: \$87,500 on January 15, 2025

Final Payment: \$87,500 on May 15, 2025

## ARTICLE II: GRANTEE OBLIGATIONS

### Section 2.1 Use of Funds

Grantee agrees to use grant funds solely for the purposes set forth in this agreement and Exhibit A. Any material changes to the approved budget or program activities must receive prior written approval from the Foundation.

### Section 2.2 Program Implementation

Grantee shall implement all program activities in accordance with the timeline and specifications outlined in Exhibit A and shall maintain adequate staffing and resources to ensure successful program completion.

### Section 2.3 Compliance with Laws

Grantee shall comply with all applicable federal, state, and local laws, regulations, and ordinances in the performance of activities funded by this grant.

## ARTICLE III: FINANCIAL PROVISIONS

### **Section 3.1 Financial Management**

Grantee shall maintain separate accounting records for this grant and shall segregate grant funds from other organizational funds in accordance with generally accepted accounting principles.

### **Section 3.2 Allowable Expenses**

Allowable expenses include personnel, program materials, direct client service costs, training, evaluation, and administrative costs not to exceed 15% of total grant amount. Emergency facility operations are specifically excluded.

### **Section 3.3 Prohibited Uses**

Grant funds may not be used for emergency shelter operations, capital improvements, fundraising, political activities, debt reduction, endowment funds, or equipment purchases exceeding \$5,000 without approval.

### **Section 3.4 Financial Reporting**

Grantee shall submit quarterly financial reports using Foundation Form FR-101 within thirty (30) days following each quarter. Final report due within ninety (90) days of grant end.

## ARTICLE IV: REPORTING REQUIREMENTS

### **Section 4.1 Progress Reports**

Grantee shall submit quarterly progress reports detailing activities, demographics, outcomes, and challenges. Due: Jan 30, Apr 30, Jul 30, 2025; Final: Dec 30, 2025.

### **Section 4.2 Annual Report Acknowledgment**

Grantee agrees to provide information and data as reasonably requested for inclusion in the Foundation's annual report and publications.

### **Section 4.3 Site Visits**

Foundation reserves the right to conduct site visits and program monitoring with reasonable notice.

## ARTICLE V: INTELLECTUAL PROPERTY AND PUBLICITY

### **Section 5.1 Intellectual Property Rights**

Any materials, curricula, or intellectual property developed with grant funds shall be jointly owned by Foundation and Grantee.

### **Section 5.2 Public Recognition**

Grantee agrees to acknowledge Foundation's support in all materials and communications: 'This program is supported by Healthcare Foundation Inc.'

### **Section 5.3 Media and Communications**

Foundation may use Grantee's name, program descriptions, and outcomes data in publications and promotional materials.

## ARTICLE VI: TERM AND TERMINATION

### **Section 6.1 Grant Period**

This agreement shall commence on October 1, 2024, and terminate on September 30, 2025, unless earlier terminated.

### **Section 6.2 Termination for Cause**

Foundation may terminate upon breach, misuse of funds, late reports, or loss of tax-exempt status.

**Section 6.3 Return of Funds**

Upon termination, Grantee shall return unexpended funds within thirty (30) days.

**ARTICLE VII: GENERAL PROVISIONS****Section 7.1 Entire Agreement**

This agreement and exhibits constitute the entire agreement between the parties.

**Section 7.2 Amendment**

This agreement may be amended only in writing signed by both parties.

**Section 7.3 Governing Law**

This agreement is governed by the laws of the State of Texas.

**Section 7.4 Assignment**

Grantee may not assign this agreement without prior written consent.

**Section 7.5 Insurance Requirements**

Grantee shall maintain liability insurance of at least \$1,000,000 per occurrence.

**Section 7.6 Indemnification**

Grantee agrees to indemnify and hold harmless Foundation from any claims arising from Grantee's performance.

## **SIGNATURE PAGE**

HEALTHCARE FOUNDATION INC.

By: \_\_\_\_\_

Name: Dr. Margaret Chen

Title: Executive Director

Date: September 15, 2024

HEALTHWAY NONPROFIT SERVICES

By: \_\_\_\_\_

Name: Robert J. Martinez

Title: Chief Executive Officer

Date: September 15, 2024

By: \_\_\_\_\_

Name: Sarah K. Thompson

Title: Board Chair

Date: September 15, 2024

**EXHIBIT A - PROJECT DESCRIPTION AND BUDGET**

Program Overview: Community Health Education and Direct Services Initiative  
The Healthway Nonprofit Services initiative will provide comprehensive health education and direct client services to underserved populations in Travis County, TX.

**Program Components**

- 1. Health Education Programming (60% - \$150,000)  
Workshops, materials in English/Spanish, training, and mobile outreach.
- 2. Direct Client Services (25% - \$62,500)  
Health assessments, case management, referrals, and support groups.
- 3. Program Support and Administration (15% - \$37,500)  
Coordinator salary, supplies, evaluation, and transportation.

Category	Amount	Percentage
Personnel (Program Staff)	\$140,000	56%
Program Materials & Supplies	\$35,000	14%
Direct Client Services	\$27,500	11%
Training & Professional Development	\$15,000	6%
Program Evaluation	\$12,000	5%
Transportation & Outreach	\$8,000	3%
Administrative Costs	\$12,500	5%
TOTAL	\$250,000	100%

**Performance Metrics**

- Serve 500 unduplicated clients
- Conduct 1,200 screenings
- Facilitate 48 workshops
- Achieve 80% satisfaction
- Partner with 10 providers

**Timeline**

October 2024: Launch  
Nov 2024 - Aug 2025: Implementation  
September 2025: Evaluation and reporting

## **EXHIBIT B - STANDARD TERMS AND CONDITIONS**

- B.1 Record Retention: Maintain records for 7 years.
- B.2 Audit Rights: Foundation may audit records.
- B.3 Tax-Exempt Status: Must notify if revoked.
- B.4 Non-Discrimination: Comply with all laws.
- B.5 Conflict of Interest: Maintain policies and disclose conflicts.
- B.6 Whistleblower Protection: Protect employees and volunteers.

Document Control:

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Prepared by Healthcare Foundation Legal Department.

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