**Grant Agreement**

Grant Recipient: Grantee Name

Grant Number: Grant Or Request

Project: Project Title

Total Grant Amount Awarded: Amount Recommended

|  |  |
| --- | --- |
| **Payment Date** | **Payment Amount** |
| 01/01/2020 | $1 |

Term of Grant: 12 Months Dates: 01/01/2020 – 12/31/2020

Caring for Colorado Foundation (the “Foundation”) must ascertain that your non-profit tax status is maintained throughout the grant cycle. In addition we must be assured that our grant (the “Grant”) will be expended for an educational, scientific, or other charitable purpose that will support achieving improvements in the health of Colorado citizens. We are also interested in the results of the Grant. With this in mind, we ask that you (the “Grantee”) read, sign and return this Grant Agreement (the “Agreement”).

1. Tax-Exempt Status:

The Grantee agrees:

1. To maintain its status as a tax-exempt organization (or working under the umbrella of a recognized tax-exempt organization), i.e., recognized by the IRS as a public charity described in Sections 501(c)(3) and 509(a)(1), (2), or (3) of the Internal Revenue Code of 1986, as amended (the “Code”).
2. That such tax-exempt status under Sections 501(c)(3) and 509(a)(1), (2), or (3) of the Code has not changed since the issuance of the IRS determination letter, which the Grantee provided to the Foundation in its Grant application.
3. That there is no issue presently before any office of the Internal Revenue Service concerning any proposed changes in its tax-exempt status under Sections 501(c)(3) and 509(a)(1), (2), or (3) of the Code.
4. To provide current and appropriate documentation if the Grantee is a government supported agency, such as a school, museum, library or government agency or department.
5. That it will provide the Foundation with immediate written notification of any changes in the Grantee’s tax-exempt status.

2. Representations:

*Colorado Charitable Solicitations Act* *(CRS 6-16-2014)* – The Grantee acknowledges that it is in compliance with the regulations set forth in the Colorado Charitable Solicitations Act with respect to fundraising.

*Anti-Terrorism (Patriot Act of 2001, Executive Order 13224)* - The Grantee acknowledges that it is familiar with U.S. anti-terrorism laws and that no monies associated with this Grant will be used, either directly or indirectly, to benefit any person or organization with ties to terrorists.

3. Expenditure of Funds:

 The Grant (together with any income earned upon investment of Grant funds) is made for the purpose outlined in the project plan and budget available in the grant record on the online grants portal and may not be expended for any other purpose without the Foundation’s prior written approval. Expenditures of Grant funds must adhere to the specific line items in the budget submitted by the Grantee within the Grant period. For grants greater than $25,000, changes to individual line items (increases and decreases) that are greater than 15% of that line item must be approved in advance by Foundation staff. If the Grant period ends and Grant funds remain unexpended, any unexpended Grant funds shall be repaid promptly to the Foundation. If the Grant funds are expended other than for the purposes of the Grant or not in accordance with the approved budget, funds equal in value to the portion of Grant funds determined by the Foundation to have been so expended shall be repaid to the Foundation upon its request.

4. No Assignment or Delegation:

 The Grantee may not assign or otherwise transfer its rights or delegate any of its obligations under this Agreement without prior written approval from the Foundation.

5. Reports and Evaluation:

 The Grantee is required to provide the Foundation with online financial and narrative reports summarizing project results. The Grantee will receive an email request for any report approximately one month before it is due. The Grantee also agrees to provide any other information reasonably requested by the Foundation. If the Grantee obtains any audited financial statements covering any part of the period of this Agreement, copies of such statements shall be provided to the Foundation.

 The Foundation may, at its own expense, monitor and conduct an evaluation of the operations under the Grant which may include visits by representatives of the Foundation to observe the Grantee’s program procedures and operations and to discuss the program with the Grantee’s personnel.

6. Required Notification:

 The Grantee is required to provide the Foundation with immediate written notification of: (1) its inability to expend the Grant funds for the purposes described in the Grant application, this Agreement and any other written or electronic communication describing the terms of the Grant; or (2) any expenditure from this Grant made for any purpose other than those for which the Grant was intended.

7. Research Involving Human Subjects:

 If the Grant is to be used in whole or in part for research involving human subjects, the Grantee hereby certifies that the Grantee, applying the ethical standards and the criteria for approval of grants set forth in its Internal Review Boards and professional oaths, has determined that the human subjects involved in this Grant will not experience risk over and above that involved in the normal process of care and are likely to benefit from the proposed research program.

8. HIPAA Compliance – Protected Health Information:

If the Grantee is a Covered Entity as defined in the federal privacy rules promulgated under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Grantee is obligated to maintain the privacy and security of Protected Health Information as defined by HIPAA.

9. Publicity:

The Foundation encourages the Grantee to publicize information concerning the awarded Grant on the Grantee’s website, in the Grantee’s newsletters, annual reports and other relevant publications. When possible, any public statements about the Foundation or its grantmaking shall be cleared in advance by the Foundation (To do so, please contact a Foundation program officer at 720.524.0770).

The Foundation welcomes any photographs relevant to the Grant that may be provided for Foundation use. The Grantee must obtain prior permission, with a signed photo release, for use of the photograph in any medium of any individual or group including clients, visitors or bystanders. Parents or legal guardians must sign a release form for minors who appear in photographs. (Please refer to the *Media Kit* or contact the Foundation for sample releases.)

The Foundation may include, without further notice, information regarding this Agreement and/or the Grant, the amount and purpose of the Grant and photographs, logo or trademark, and other published/printed information or materials and (provided by the Grantee) and its activities, on the Foundation’s website or electronic communications, in the Foundation’s periodic public reports, newsletters and news releases.

10. Right to Modify or Revoke:

 The Foundation reserves the right to discontinue, modify or withhold any payments to be made under this Agreement or to require a total or partial refund of any Grant funds if, in the Foundation’s sole discretion, such action is necessary: (1) because the Grantee has not fully complied with the terms and conditions of this Agreement; (2) to protect the purpose and objectives of this Agreement or any other charitable interest of the Foundation; or (3) to comply with the requirements of any law or regulation applicable to the Grantee, the Foundation, or the Grant.

11. Termination:

 This Agreement shall automatically terminate in the event of the insolvency, receivership, bankruptcy filing, or dissolution of the Grantee.

 Either party upon written notice to the other party may terminate this Agreement.

 Upon termination of this Agreement for any reason, all payments by the Foundation to the Grantee shall cease at such time as may be determined by the Foundation. The Grantee specifically acknowledges that immediate cessation of funding, before termination procedures are completed, may be necessary in recognition of the Foundation’s fiduciary responsibilities.

12. Special Conditions:

 The Grantee accepts and agrees to comply with the following special conditions:

Any special conditions or funding provisions will be listed here.

13. Capital Equipment Limitation:

 If the purpose of the Grant is for the purchase of capital equipment, the Grantee shall not sell, transfer or otherwise dispose of such equipment during its useful life without the prior written approval of the Foundation. If changes in the Grantee’s status as a public charity or changes in its operations result in the Grantee no longer using the capital equipment for the purposes that were the subject of the Grant, the Foundation may require the return of the equipment to the Foundation or a transfer of the equipment to another public charity.

14. Amendment:

 This Agreement may be amended, supplemented or extended only by written agreement signed by the Foundation and the Grantee.

15. Disclaimer:

Nothing contained herein, including the required reporting and review procedures, shall be construed as a warranty, representation, or approval by the Foundation that the services rendered by the Grantee are adequately or properly rendered on either an individual or program-wide basis. The Grantee shall hold the Foundation, its directors, trustees, officers, employees, and agents harmless from all damages, costs, fines, attorneys’ fees, or liabilities of any kind or nature arising from any claims, demands or suits resulting from the Grantee’s rendering or failure to render services to the extent permitted by Colorado law.

16. Controlling Document:

The terms and conditions of this Agreement shall be the controlling document between the Foundation and the Grantee. All verbal communication, notes, minutes or other documentation pertaining to the Grant shall be deemed merged into this Agreement. In making the Grant, the Foundation has relied on the information and representations submitted to the Foundation by the Grantee.

The undersigned certify that they are duly authorized officers of the Grantee and, as such, are authorized to accept this Agreement on behalf of the Grantee, to obligate the Grantee to observe all of the terms and conditions placed on this Agreement, and in connection with this Agreement to make, execute, and deliver on behalf of the Grantee all agreements, representations, receipts, reports, and other instruments of every kind.

The Parties agree that either or both parties may execute this Agreement in counterparts by signature of the original or transmittal of a signed copy by any electronic means in accordance with the Colorado Electronic Signature Act, C.R.S. 24-71-101 et seq. by affixing an electronic signature that complies with the requirements of the Colorado Uniform Electronic Transactions Act, C.R.S. 24-71.3-101 et seq. for electronic signatures.

ACCEPTED AND AGREED TO:

**Organization Name**: Grantee NAME

Grantee Executive Director Name Date

Grantee TITLE

**Caring for Colorado Foundation**

Chris J. Wiant, M.P.H, Ph.D. Date

President and CEO