

## 2018-2019 State Funds Grant Agreement

A Joint Partnership of  
FAFCC  
and  
State of Florida,  
Department of Health

This Grant Agreement (the “Agreement”) is entered into by **Florida Association of Free and Charitable Clinics, Inc.**, a Florida nonprofit corporation (the “Association”), and <<LegalName>>, a Florida nonprofit corporation (the “Grantee”), who agree on the following terms and conditions for the implementation of a 2018-2019 State Funds Grant:

### I. GRANTEE INFORMATION:

- A. **FAFCC Member:** <<ClinicName>>
- B. **501(c)(3) Fiscal Agent in Charge of Grant Funds:** <<LegalName>>
- C. **Federal Tax ID #:** <<TaxID>>

### II. TERMS OF GRANT:

- A. **Grant ID #:** <<ClinicID>>
- B. **Grant Amount:** <<TotalAmount>>
- C. **Grant Period:** <<start date>>– **June 30, 2019**
- D. **Grant Funded Projects and Amounts:**
  - Operational Costs: <<Award Amount>>
  - Personnel Costs: <<Award Amount>>
  - Programmatic Costs: <<Award Amount>>
  - Conference Award: <<Award Amount>>
- E. **Grant Payment Schedule:** Multiple payments are scheduled as follows. All payments are subject to satisfactory performance of the funded projects and compliance with

reporting requirements. The amount of any payment subsequent to the initial payment may be modified to reflect project progress and/or current expenditure rate.

Payment #1: 47.4% of total award within 15 business days of receipt of executed Grant Agreement (expected early to mid October 2018)

Payment #2: 26.3% of total award early to mid March 2019

Payment #3: 26.3% of total award in mid to late July 2019

Payments and payment timeframes are subject to the Association's receipt of funds from the State of Florida, Department of Health.

**F. Reports and Grant Reporting Schedule:**

Reporting requirements will be bi-monthly for the life of the grant-funding program and include submission of both a narrative/financial report as well as a report on patient services delivered during the reporting time-frame. The Grantee shall submit reports on forms to be provided by the Association.

- **First Progress Report due by 5:00pm EDT on Friday, December 14, 2018** – this progress report includes the following required components:
  - A Grant Narrative Report which consists of a brief narrative and report on progress made in achieving grant objectives
  - Expenditure documentation (i.e. paystubs, invoice, quickbooks) for the period date the Grant Agreement was executed – November 30, 2018
  - A report on patient services data provided for the period of July 1, 2018 – November 30, 2018
  
- **Second Progress Report due by 5:00pm EDT on Thursday, February 14, 2019** – this progress report include following required components:
  - A Grant Narrative Report which consists of a brief narrative and report on progress made in achieving grant objectives
  - Expenditure documentation (i.e. paystubs, invoice, quickbooks) for the period of December 1, 2018 – January 31, 2019

- **Third Progress Report due by 5:00pm EDT on Monday, April 15, 2019** – this progress report include following required components:
  - A Grant Narrative Report which consists of a brief narrative and report on progress made in achieving grant objectives
  - Expenditure documentation (i.e. paystubs, invoice, quickbooks) for the period of February 1, 2019 – March 31, 2019
  
- **Final Progress Report due by 5:00pm EDT on Monday, July 15, 2019** – this progress report include following required components:
  - A Grant Narrative Report which consists of a brief narrative and report on progress made in achieving grant objectives
  - Expenditure documentation (i.e. paystubs, invoice, quickbooks) for the period of April 1, 2019 – June 30, 2019
  - A report on patient services data provided for the period of December 1st, 2018 – June 30, 2019

### **III. GENERAL CONDITIONS**

#### **A. PURPOSE AND ADMINISTRATION**

The grant shall be used exclusively for the projects specified in this Agreement.

The grant awarded by this Agreement is made with the understanding that the Association has no obligation, now or in the future, to provide financial or other support to the Grantee.

The Grantee will directly administer the project(s) being supported by the grant and agrees that no grant funds shall be disbursed to any person, organization or entity, whether or not formed by the Grantee, other than as specifically set forth in, or contemplated by, the Grant Application.

The grant is made, and must be used, in accordance with all applicable laws, regulations and rulings.

In order to receive funds from the Association, the Grantee (or its fiscal agent, if applicable) must have received, and hereby represents and warrants that it has

received, a ruling from the Internal Revenue Service confirming that the Grantee (or its fiscal agent, if applicable) is exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code and that the Grantee (or its fiscal agent, if applicable) is not a private foundation as defined in Section 509(a) of the Internal Revenue Code. In the event there is any change in the Grantee's (or its fiscal agent's, if applicable) tax-exempt status, the Grantee (or its fiscal agent, if applicable) will immediately notify the Association in writing. It is expressly agreed that any change in the Grantee's (or its fiscal agent's, if applicable) tax status or any use by the Grantee (or its fiscal agent, if applicable) of the grant proceeds for any purpose other than those specified in Section 170(c)(2)(B) of the Internal Revenue Code will terminate the obligation of the Association to make further payments under the grant.

In order to receive funds from the Association, the Grantee must be a full member of the Association in good standing, i.e., meet the Association's membership criteria and remain current in the payment of membership dues, management fees, and any other fees or assessments.

The Grantee must request approval in writing for any significant changes, additions or deletions to any part of the project goals, objectives, activities, outcomes, timetable or budget submitted by the Grantee. Approval, if given, will be indicated in writing by the Association. The Grantee will notify the Association in writing if there is a change in key personnel essential to the ongoing administration of the Grantee or projects funded by the grant. If there is any question as to the significance of a particular change, addition or deletion, the Grantee will contact the Association.

In the event that any uncertainty develops as to the Grantee's ability to fully implement any aspect of the project(s) covered by the grant, either due to a lack of financial resources or otherwise, the Grantee will promptly notify the Association.

The USA Patriot ACT of 2001 and other federal laws and regulations and executive orders administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC") prohibit, among other things, the engagement in transactions with, and the provision of services to, certain foreign countries, territories, entities and individuals. The Grantee warrants and represents that as of the date of application through the term of the grant award, none of the following is a country, territory, individual or entity named on OFAC lists of the Sanctioned Countries or Specially Designated Nationals: Grantee; any person or entity controlling or

controlled by Grantee, or any person or entity for whom the Grantee is acting as agent or nominee in connection with this transaction. The Grantee understands and agrees that any violation of this paragraph will be grounds for immediate termination of the grant.

## **B. PAYMENTS**

Funds will be disbursed as specified in Section II. This funding is authorized under Section 287.058, Florida Statutes and grant awards are subject to the Association's receipt of funds from the State of Florida, Department of Health.

Before the release of any payment on the grant, the Grantee may be required to submit revised project objectives, a budget reflective of the revised objectives, and any other documentation the Association deems necessary.

Payment shall be made via electronic transfer from the Association's bank account into the bank account provided by the Grantee (or fiscal agent, if applicable).

## **C. USE OF GRANT FUNDS**

1. No part of the grant shall be used to carry on propaganda or otherwise attempt to influence legislation (within the meaning of Section 4945(d)(1) of the Internal Revenue Code), *except* as that activity may be (a) related to the grant or the purpose of the grant, and (b) permitted for 501(c)(3) organizations by applicable law or Internal Revenue Service regulations.
2. No part of the grant shall be used to attempt to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive (within the meaning of Section 4945(d)(2) of the Internal Revenue Code), *except* as that activity may be (a) related to the grant or the purpose of the grant, and (b) permitted for 501(c)(3) organizations by applicable law or Internal Revenue Service regulations.
3. The Grantee (and its fiscal agent, if applicable) shall not use any part of the grant funds to provide a grant to an individual for travel, study, or similar purpose except under procedures which have been approved in advance by the Secretary of the Treasury or his delegate under Section 4945(g) of the Internal Revenue Code and without prior written approval of the Association. Payments of salaries, other compensation, or expense reimbursement to employees of the Grantee within the scope of their employment do not constitute "grants" for these purposes and are not subject to these restrictions.

4. No part of the grant shall be used for a grant to another organization without the prior written approval of the Association.
5. No part of the grant shall be used for other religious, charitable, scientific, literary, or educational purposes or the prevention of cruelty to children or animals (within the meaning of Section 170(c)(2)(B) of the Internal Revenue Code).
6. No part of the grant shall be used to pay for building construction, renovation, or modification, or for the purchase of a vehicle. In addition, University and College based grantseekers are not permitted to include expenses for indirect costs (handling or management fees).
7. Equipment or property purchased with grant funds shall be the property of the Grantee, subject, however, to recovery by and return to the Association under certain circumstances identified below.

If the exempt purpose of the Grantee (or its fiscal agent, if applicable) changes, or if the Grantee (or its fiscal agent) should go out of existence, or should grant funds or property purchased with grant funds be used other than as permitted by this Agreement, or should the grant be terminated for any reason prior to completion of the grant, and in every case at the completion of the grant term, then:

- A. the Grantee shall immediately notify the Association;
- B. any unexpended grant funds shall revert and promptly be returned to the Association;
- C. and, equipment or property purchased with grant funds shall, at the request of the Association, promptly be delivered to the Association for reuse in accord with the grant or otherwise to further the Association's exempt purpose.

#### **D. BUDGET**

Funds must be used by the Grantee (and its fiscal agent, if applicable) strictly in accordance with the final budget on which the grant was based. Any material changes in the final budget must be approved in advance by the Association before grant funds are expended.

## **E. ACCOUNTING AND AUDIT**

The Grantee (or its fiscal agent, if applicable) will maintain a separate line item or fund for the grant on its books for accounting purposes. All expenditures must adhere to the specific line items in the approved project budget or in subsequent approved amendments. Expenses charged against this grant may not be incurred either prior to TBD, or subsequent to the expiration or termination date of the grant and may be incurred only as necessary to carry out the purposes and activities of the approved project(s) as set forth in this Agreement.

A systematic accounting record shall be kept by the Grantee (or its fiscal agent, if applicable) of the receipt and disbursement of funds and expenditures incurred under the terms of the grant, and the substantiating documents such as bills, invoices, canceled checks, receipt, etc., shall be retained in the Grantee's (or its fiscal agent's) files for a period of not less than seven (7) years after expiration of the grant period. The Grantee (or its fiscal agent, if applicable) agrees to promptly furnish the Association with copies of such documents upon the Association's request.

The Grantee (or its fiscal agent, if applicable) agrees to make its books and records available to the Association at reasonable times, and for purposes reasonably related to the Association's interest in the activities of the Grantee.

The Association, at its expense, may audit or have audited the books and records of the Grantee (or its fiscal agent, if applicable) insofar as they relate to the disposition of the funds granted by the Association, and the Grantee (or its fiscal agent, if applicable) shall provide all necessary assistance in connection therewith.

## **F. PERFORMANCE MONITORING**

The Association will conduct a performance monitoring process to ensure the Grantee is doing what was approved in this Agreement (including any subsequent modifications); meeting programmatic, administrative and financial requirements pertaining to the grant; adhering to approved project plans and timelines; and, identifying, reporting and resolving any problems or issues.

The goals of grant monitoring are to:

- Provide accountability and oversight for the Grantee
- Ensure grant expenditures are allowable
- Measure overall program performance of the Grantee
- Provide additional assistance if the Grantee is experiencing challenges or barriers in meeting the terms of the grant

Monitoring may take the form of:

- Phone calls
- On site visits
- Group meetings
- Conference calls
- Report reviews

The Association will schedule the form of monitoring with the grantee at least two weeks in advance, as follows:

- Schedule the date, length and time of the visit, call or conference call
- Designate staff to be interviewed, typically the chief administrative officer and/or other key administrative and financial personnel with grant responsibilities
- Outline the need for access to programmatic and financial files and documents pertaining to the grant

Prior to the visit, call, or conference call, the Association will review Progress Reports and any other information submitted by the grantee. Following is a list of questions that will assist in the analysis of the materials.

Project Performance:

- Do Progress Reports adequately describe the grant's scope of work? Are more details needed? If so, what?
- Are progress reports submitted on time in compliance with reporting deadlines outlined in the NOFA? If not, has the Project Liaison communicated with FAFCC Staff prior to reporting deadlines?
- Is there sufficient supporting documentation for grant expenses (e.g., Are there position descriptions and payroll information for personnel paid for in part or in full with grant funds? Are there receipts for the purchase of goods and services, and have those goods and services been operationalized?)

- Are expenses progressing on schedule and as described in the Grant Application?
- Is there any evidence of a change in the scope of work for the grant?
- Are there weaknesses that have been identified either by FAFCC staff and/or the Awardee? If so, has a plan of action been discussed and/or put into place
- Is the grantee encountering any difficulties or challenges in completing the grant's scope of work?
- Are there any modifications that need to be made to the Grant Agreement? If so, what?
- What are the strengths and accomplishments thus far?

Financial Information:

- Do Progress Reports contain complete and sufficient information on expenditures?
- Do expenditures have sufficient supporting documentation?
- Are there significant variances to the Grant Budget?
- Are adjustments to the Grant Budget needed? If so, what?
- Is overall grant accounting and reporting of expenditures being conducted in an orderly and appropriate manner?

Following the performance monitoring contact with the Grantee, the Association will prepare a Grant Monitoring Report and send it to the Grantee's project liaison. The report will contain answers to the questions above and an overall assessment of the grant performance to date, including strengths, problem areas, and recommendations for improvement.

#### **G. ACCESS TO AND USE OF PROJECT INFORMATION**

The Grantee agrees to provide the Association with full access, except to the extent specifically prohibited by applicable law, to any and all information developed in connection with or arising from the activities funded by this grant. To the extent the Grantee may lawfully do so, the Grantee authorizes the Association to use, reproduce, or publish, free of any charge or royalty, any and all such information, including but not limited to reports, budgets, patents, copyrighted materials, or other data. The Association agrees to properly attribute authorship in the use,

reproduction, or publication of any information developed with these grant funds, and further agrees to include patent and/or copyright notice, in any of its publications, of any patents or copyrighted materials.

## **H. PUBLIC STATEMENTS**

In all public statements concerning the grant – press releases, annual reports, and other announcements – the Grantee shall refer to the Association by its full name (Florida Association of Free and Charitable Clinics) and shall also acknowledge the State of Florida, Department of Health.

## **I. GRANT REVERSION AND TERMINATION**

Any portion of the grant unexpended at the completion of the project or at the end of the grant period and any authorized extension thereof shall be returned to the Association within fifteen (15) days.

The Association, at its sole option, may terminate the grant at any time if (i) the Grantee (or its fiscal agent, if applicable) ceases to be exempt from federal income taxation under Section 501(c)(3) of the Internal Revenue Code; (ii) the Grantee's (or its fiscal agent's, if applicable) status as not a private foundation under Section 170(c)(1) or Section 511(a)(2)(B) organization is materially altered; or (iii) in the Association's judgment, the Grantee (or its fiscal agent, if applicable) becomes unable to carry out the purposes of the grant, ceases to be an appropriate means of accomplishing the purposes of the grant, or fails to comply with any of the conditions hereof.

If the grant is terminated prior to the scheduled completion date, the Grantee (or its fiscal agent, if applicable) shall, upon request by the Association, provide to the Association a full accounting of the receipt and disbursement of funds and expenditures incurred under the grant as of the effective date of termination. The Grantee (or its fiscal agent, if applicable) shall repay within thirty (30) days after written request by the Association all grant funds unexpended as of the effective date of termination and all grant funds expended for purposes or items allocable to the period of time subsequent to the effective date of termination.

The Association may require, at its discretion, repayment by Grantee (or its fiscal agent, if applicable) to the Association of (i) any grant funds which were not used in accordance with the terms of this Agreement, including the grant-funded project(s) set forth above, and (ii) all grant funds received if Grantee (or its fiscal agent, if applicable) materially fails to comply with the terms and conditions hereof. The Grantee (or its fiscal agent, if applicable) agrees to return any such funds upon demand by the Association.

#### **J. LIMITATION; CHANGES**

It is expressly understood that the Association by making this grant has no obligation to provide other or additional support to the Grantee for purposes of this project or any other purposes. Any changes, additions, or deletions to the conditions of the grant must be made in writing only and must be jointly approved by the Association and the Grantee.

#### **K. HOLD HARMLESS**

In accepting a grant from the Association, the Grantee (and its fiscal agent, if applicable) hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Association, its officers, directors, trustees, employees and agents, from and against any and all claims, liabilities, losses and expenses (including reasonable attorneys' fees) directly, indirectly, wholly or partially arising from or in connection with any act or omission of the Grantee (and its fiscal agent, if applicable), its employees or agents, in applying or accepting such grant, in expending or applying the funds furnished pursuant to such grant or in carrying out the program or project to be funded or financed by such grant, except to the extent that such claims, liabilities, losses or expense arise from or in connection with any act or omission of the Association, its officers, directors, trustees, employees or agents.

#### **L. ACCEPTANCE AND AGREEMENT**

The signature on this document of the person authorized to make legal contracts for the Grantee will represent the Grantee's acceptance of this award and agreement to comply with the stated terms and conditions of this grant. Please signify your

agreement for the foregoing terms and conditions by printing your name, title, and date in the spaces below. You must be the chief executive or an authorized officer of the Grantee (or Fiscal Agent) duly empowered to make legal contracts. By signing below, you certify that you are an authorized representative of the Grantee (or Fiscal Agent) described herein and that you agree to the terms and conditions of this Agreement.

SAMPLE  
SAMPLE  
SAMPLE