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CALIFORNIA HEALTH FACILITIES FINANCING AUTHORITY
CHILDREN’S HOSPITAL BOND ACT OF 2018 (PROPOSITION 4)

GRANT AGREEMENT NUMBER XXX

HOSPITAL NAME
HOSPITAL ADDRESS

THIS GRANT AGREEMENT (the “Agreement”) is made between **Hospital Name** (“Grantee”) and the California Health Facilities Financing Authority (“CHFFA” or the “Authority”).

RECITALS:

- A. Grantee has applied to CHFFA for a grant from the Children’s Hospital Program of 2018 to fund the hereinafter defined Project.
- B. CHFFA has determined that Grantee’s Application for the grant meets the eligibility criteria required by the hereinafter defined Regulations.
- C. Subject to the availability of grant monies in the hereinafter defined Program Fund, CHFFA proposes to provide a grant of **NET GRANT AWARD** (the "Grant") to Grantee in consideration of, and on condition that the sum is expended in carrying out the purposes of the hereinafter defined Project from the hereinafter defined Program Fund and on the terms and conditions contained herein.

Total Grant Amount not to exceed **NET GRANT AWARD**.

The following specific provisions as determined by the Authority are made part of and incorporated into the Agreement:

See Section 6.11

- D. The purpose of this Agreement is to set forth the terms and conditions upon which CHFFA will provide the Grant to Grantee to undertake the Project.

NOW, THEREFORE, CHFFA and Grantee agree as follows:

ARTICLE I – DEFINITIONS

Section 1.1 – INTRODUCTION. Any capitalized terms used but not otherwise defined in this Agreement shall have the meaning set forth in the Regulations.

Section 1.2 – AGREEMENT means this Agreement, including any amendments and exhibits hereto.

Section 1.3 – APPLICATION means Grantee’s completed Application submitted to CHFFA, received **XX** for a Requested Amount of **XX** (incorporated herein by reference), including any supplemental Project information requested by the Authority.

Section 1.4 – AUTHORITY or CHFFA means the California Health Facilities Financing Authority.

Section 1.5 – GRANT AWARD LETTER means CHFFA’s Grant Award Letter dated **XX** to Grantee relating to the Grant and attached hereto as Exhibit A (incorporated herein by reference).

Section 1.6 – DISBURSEMENT REQUEST means the request for disbursement of Grant funds as described in Grant Funds Disbursement Certification executed by Grantee and attached hereto as Exhibit B.

Section 1.7 – ELIGIBLE COSTS means those costs of the Project set forth in Attachment A of the Application and as set forth in Exhibit E of this Agreement that meet the criteria defined in Section 7002 of the Regulations.

Section 1.8 – EXECUTIVE DIRECTOR means the Executive Director of CHFFA.

Section 1.9 – GRANT means the Grant (as defined in Section 7000(s) of the Regulations) of **NET GRANT AWARD** to Grantee by CHFFA as evidenced by this Agreement.

Section 1.10 – GRANT DOCUMENTS means this Agreement, the Application, the Grant Award Letter, and the Resolution, including any and all exhibits to such documents.

Section 1.11 – GRANTEE means **HOSPITAL NAME**.

Section 1.12 – PROGRAM means the program resulting from the Children’s Hospital Bond Act of 2018 (Part 6.3 (commencing with Section 1179.81), Division 1, Health and Safety Code), approved by voters on November 6, 2018.

Section 1.13 – PROGRAM FUND means the Children’s Hospital Bond Act Fund, as defined in Section 1179.83 of the Health and Safety Code.

Section 1.14 – PROJECT means the Project to be funded with the Grant as more specifically described in the Application, although the scope of the Project may be clarified in the Authority staff report accompanying the Resolution submitted to the Authority members. The Project is more specifically defined in Exhibit E of this Agreement. The Authority may broaden the definition of the Project, at its discretion if it is determined that additional elements are needed to ensure that the Project can provide its intended services. Any written approval of CHFFA to expand the Project shall become incorporated into this Agreement.

Section 1.15 – GRANT PERIOD means the period beginning on the date of Final Allocation and ending on **XX**, as such period may be extended upon the prior written

approval of CHFFA pursuant to Section 7015(d) of the Regulations. However, any extension shall not surpass the Resolution expiration date pursuant to Section 1.17 of this Agreement. Any written approval of CHFFA extending the Grant Period shall become incorporated into this Agreement.

Section 1.16 – REGULATIONS means The Children’s Hospital Program of 2018, Title 4, Division 10, Chapter 1 (commencing with Section 7000) of the California Code of Regulations, as such regulations may be amended from time to time.

Section 1.17 – RESOLUTION means Resolution No. **XX** (Exhibit C) adopted by CHFFA on **XX**. Any amendment to the Resolution shall become incorporated into this Agreement.

ARTICLE II – DELEGATION OF AUTHORITY

Section 2.1 – Pursuant to the Resolution, the Executive Director or the Deputy Exexutive Director, is authorized to act for and on behalf and in the name of CHFFA, including, but not limited to:

- (a) Taking all steps necessary with respect to the Grant to Grantee, including preparing and executing this Agreement and disbursing funds pursuant to this Agreement and the Regulations;
- (b) Approving any minor, non-material changes in the Project as the Executive Director or the Deputy Executive Director shall deem appropriate and authorized under the Regulations in his or her sole discretion (provided that the amount of the Grant may not be increased above the amount approved by CHFFA and contained in this Agreement);
- (c) Drawing money from the Program Fund not to exceed the amount of the Grant;
- (d) Executing and delivering to Grantee any and all documents necessary to complete the transfer of Grant funds; and
- (e) Undertaking any and all things and executing and delivering any and all documents which the Executive Director or the Deputy Executive Director deems necessary or advisable in order to effectuate the purposes of the Grant Documents and the transactions contemplated thereby.

ARTICLE III – REPRESENTATIONS AND WARRANTIES

Grantee makes the following representations and warranties to CHFFA as of the date of execution of this Agreement and of the date of each disbursement of Grant funds to Grantee:

Section 3.1 – LEGAL STATUS. Grantee is an Eligible Hospital as defined in Section 7000(l) of the Regulations that meets the eligibility requirements of Section 7001 of the Regulations and has full legal right, power and authority to enter into this Agreement and

the other Grant Documents to which it is a party and to carry out and consummate all transactions contemplated hereby and by the other Grant Documents and by proper corporate action has duly authorized the execution, delivery and performance of this Agreement and the other Grant Documents to which it is a party. A true, correct and complete copy of the certified resolution of Grantee's governing body authorizing the execution and delivery of this Agreement and the other Grant Documents to which it is a party is attached hereto as Exhibit D. Such resolution has not been amended, modified or rescinded in any manner since the date of its adoption and the same is now in full force and effect as of the date hereof.

Section 3.2 – VALID AND BINDING OBLIGATION. This Agreement has been duly authorized, executed and delivered by Grantee, and is a valid and binding agreement of Grantee, except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the enforcement of creditors' rights generally and by the application of equitable principles.

Section 3.3 – PROJECT AND ELIGIBLE COSTS. The Project and the Eligible Costs relating to the Project meet the requirements of the Regulations, including the definition of "Project" contained in Section 7000(ii) and the requirements for "Eligible Project Costs" contained in Section 7002 of the Regulations. If the Project involves funding architect, design, or engineering fees or land acquisition costs as part of an associated larger project, such larger project is expected to be completed within the timelines provided in the Application.

Section 3.4 – PROPERTY OWNERSHIP. Grantee holds good and marketable fee simple title to the real property underlying the Project (except for equipment acquisition Projects). If any portion of the Project (except for equipment acquisition Projects) is located on any real property leased by Grantee, Grantee has satisfied the requirements of Section 7014 of the Regulations.

Section 3.5 – APPLICATION. To the best of Grantee's knowledge and belief the information contained in the Application is true and correct. To the best of Grantee's knowledge and belief no information, exhibit or report furnished to the Authority by Grantee in connection with the Application or the negotiation of this Agreement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

Section 3.6 – GRANT DOCUMENTS. Grantee has access to professional advice to the extent necessary to enable Grantee to fully comply with the terms of the Grant Documents.

ARTICLE IV - CONDITIONS PRECEDENT TO EACH DISBURSEMENT

The obligation of CHFFA to make each disbursement of Grant funds during the Grant Period under this Agreement is subject to all of the following conditions:

Section 4.1 – DOCUMENTATION. This Agreement shall be fully executed and delivered by Grantee and CHFFA in form and substance satisfactory to CHFFA.

Section 4.2 – REPRESENTATIONS AND WARRANTIES. The representations and

warranties contained in Article III of this Agreement are true and correct as of the date of such disbursement.

Section 4.3 – NO EVENT OF DEFAULT. There shall not exist an Event of Default under this Agreement, and there shall exist no event, omission or failure of condition, which, after notice or lapse of time, would constitute an Event of Default under this Agreement.

Section 4.4 – DISBURSEMENT REQUEST. Grantee shall have delivered to CHFFA a completed Disbursement Request relating to such disbursement in form and substance satisfactory to CHFFA. The Disbursement Request shall be on official letterhead and include the amount of funds requested and copies of applicable supporting documentation justifying funds requested, and in form and substance satisfactory to CHFFA.

Section 4.5 – FUNDING CONDITIONS. Grantee shall meet all applicable funding conditions pursuant to Section 7013.1 of the Regulations, Exhibit F of this Agreement (as required under Section 7005(a)(4) of the Regulations), the Grant Award Letter, the Resolution, and this Agreement. Grantee shall obtain prior written authorization from CHFFA to make changes in the eligible use of funds that exceed ten percent (10%) of the amount of any budget line item of Attachment A of the Application (see Exhibit E-1 of this Agreement). Grantee memorializes the agreement and certification to the terms of Exhibit F of this Agreement (as required under Section 7005(a)(4) of the Regulations) submitted with the Application, as executed by an authorized officer of the Grantee.

ARTICLE V – GRANT DISBURSEMENT PROCEDURES

Section 5.1 – DISBURSEMENT PROCESS. Grantee shall make Disbursement Requests to CHFFA for disbursement of Grant funds pursuant to the requirements of Articles IV and V of this Agreement at least sixty (60) calendar days before the date such funds are needed by Grantee. Grantee acknowledges that CHFFA will make only one disbursement every ninety (90) calendar days. CHFFA may allow more frequent disbursements, at its discretion after consultation with the Grantee. CHFFA shall use its best efforts to respond to a Disbursement Request within sixty (60) calendar days after the receipt of such Disbursement Request. CHFFA shall notify Grantee in writing of any deficiencies or discrepancies in the Disbursement Request. Grantee shall not receive a disbursement until Grantee corrects any such deficiencies or discrepancies.

Section 5.2 – AMOUNT OF DISBURSEMENT. Grant funds shall be released upon receipt of Disbursement Requests made pursuant to Section 5.1 of this Agreement, which shall include credit for interest earnings on any previously released portion of the Grant and pursuant to Section 7013.1(e) of the Regulations. Grant funds shall be disbursed up to the amount of the Grant authorized under this Agreement and only for Eligible Costs. Grantee shall establish an interest bearing bank account to deposit the Grant funds and shall maintain this account for purposes of payments of Project expenditures. A segregated sub-account may be used given the bank statement allows for the accounting of the receipt and expenditure of Grant funds and the interest earned from these funds, separately from other funds in the account. Upon request from CHFFA, Grantee shall submit copies of all bank statements for such account or subaccount to CHFFA. All interest earned from Grant funds shall be paid to the Authority, either by direct payment or reduction of disbursements. At the end of the Grant Period

(inclusive of any extensions permitted by CHFFA per Section 7015(d) of the Regulations), any unused Grant funds revert to and shall be paid to the Authority.

Section 5.3 – DISBURSEMENT PERIOD. The initial Disbursement Request for Grant funds shall be made no later than six (6) months from date of execution of this Agreement, and all Grant disbursements shall be disbursed within the Grant Period. In the event Grantee fails to complete the Project by the end of the Grant Period (inclusive of any extensions permitted by CHFFA pursuant to Section 7015(d) of the Regulations), CHFFA may require remedies, including forfeiture and return of Grant funds to CHFFA pursuant to the Regulations, including but not limited to Sections 7015(c) and 7016 of the Regulations. In addition, if the Grant is funding architect, design, or engineering fees or land acquisition costs as part of the Project, Grantee may be required to return all Grant funds if CHFFA cannot determine that the associated larger Project has been completed, based on the timelines provided in the Application.

ARTICLE VI – AFFIRMATIVE COVENANTS

Section 6.1 – CERTIFICATE OF COMPLETION. Upon completion of the Project, Grantee shall certify to CHFFA that the Project is complete by submitting a Completion Certificate and Final Report Form No. CHFFA 10 CHP 18-CCFR (10/2019) pursuant to Section 7015 of the Regulations. The Completion Certificate and Final Report shall be completed and submitted to CHFFA no later than sixty (60) calendar days upon CHFFA's request.

Section 6.2 – COMPLIANCE WITH CALIFORNIA LAW. Grantee shall comply with and be bound by all laws of the State of California including Health and Safety Code Sections 1179.81, et. seq. and Regulations governing the Children's Hospital Bond Act of 2018.

Section 6.3 – AUDIT PROVISIONS AND RECORD REQUIREMENTS. The Grantee shall maintain satisfactory financial accounts, documents and records for the Project, and Grantee acknowledges that pursuant to Section 7017 of the Regulations, the California State Auditor and CHFFA staff may conduct periodic audits to ensure that Grantee is using the Grant consistent with the Children's Hospital Program of 2018 requirements and the terms of this Agreement for the Project. Pursuant to Section 7017(b) of the Regulations, Grantee shall retain all Children's Hospital Program of 2018 documentation and financial data necessary to substantiate the purposes for which the Grant funds were spent for a period of three years after the certification of completion of the Project has been submitted to CHFFA or until June 30, 2036, whichever is later. Equipment records shall be maintained accurately and shall include a description of the equipment; manufacturer's serial number; model number or other identification number; source of funding for the equipment, including the award number; acquisition date; unit acquisition cost; current location; and ultimate disposition data, including date of disposal.

Section 6.4 – LITIGATION. Grantee shall promptly give notice in writing to CHFFA of any pending or threatened administrative action or litigation related to the Project in which the amount claimed is in excess of twenty five thousand dollars (\$25,000).

Section 6.5 – NOTICE TO CHFFA. Grantee shall promptly give notice in writing to CHFFA of any uninsured or partially uninsured loss related to the Project through fire, theft, liability, or otherwise in excess of an aggregate of twenty five thousand dollars (\$25,000).

Section. 6.6 – RELEASE. Grantee shall waive all claims and recourse against CHFFA including the right to contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with or incident to this Agreement, Grantee's use of the Grant funds, Grantee's business operations, or the Project. The provisions of this Section 6.6 shall survive termination of this Agreement.

Section 6.7 – INDEMNIFICATION. Grantee shall defend, indemnify and hold harmless CHFFA and the State, and all officers, trustees, agents and employees of the same, from and against any and all claims, losses, costs, damages, or liabilities of any kind or nature, whether direct or indirect, arising from or relating to the Grant, the Project or the Program. The provisions of this Section 6.7 shall survive termination of this Agreement.

Section 6.8 – NON-DISCRIMINATION CLAUSE. Grantee and its contractors and subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Grantee and its contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its contractors and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Section 6.9 – PROJECT COMPLETION. The Grantee shall assume any obligation to furnish any additional funds that may be necessary to complete the Project.

Section 6.10 – PAYMENT OF RENT. If any portion of the Project (except for equipment acquisition Projects) is located on any real property leased by Grantee, Grantee shall budget for payment of rent each year (unless Grantee pays a nominal yearly rent or has paid full rent under the lease agreement).

Section 6.11– AFFILIATION AGREEMENTS. The Grantee shall provide notice to CHFFA and the State Treasurer's Office at least sixty (60) days before the estimated execution or effective date of any affiliation agreement to which the Grantee may be a party. CHFFA may require the Grantee to monitor and inform CHFFA of the use of the Project and expenditure of Grant funds during the period commencing on the effective date of this Agreement and ending on the earlier of the end of the reasonably expected useful life of the Project or twenty-five (25) years after the effective date of this Agreement. The provisions of this Section 6.11 shall survive termination of this Agreement.

ARTICLE VII - NEGATIVE COVENANTS

Grantee further covenants that so long as this Agreement is in effect, Grantee will not without prior consent of CHFFA:

Section 7.1 – USE OF FUNDS. Use any Grant funds for purposes other than for the Project unless a change in the use of the Grant is approved in writing by CHFFA pursuant to Section 7011 of the Regulations.

Section 7.2 – CHANGE IN PROJECT. Make any changes to the Project as described in the Application or any of the Grant Documents.

Section 7.3 – DISPOSE OF PROJECT. Dispose of Project or any part thereof before the end of the useful life of the Project. Any determination of the useful life of a Project shall be based upon the values contained in the most recent edition of a publication generally accepted by the hospital industry (such as the American Hospital Association publication entitled "Estimated Useful Lives of Depreciable Hospital Assets") for the year that the Project was put into service.

ARTICLE VIII – DEFAULT AND REMEDIES

Section 8.1 – EVENTS OF DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

- (a) If any representation or warranty made by Grantee, or anyone acting on its behalf, hereunder or under any of the other Grant Documents shall prove to be incorrect in any material respect;
- (b) Grantee's failure to perform any term or condition of this Agreement or any of the other Grant Documents or comply with any other agreements between Grantee and CHFFA relating to this Project;
- (c) Any substantial or continuous breach by Grantee of any material obligations of Grantee imposed by any agreements other than the Grant Documents with respect to the Project;
- (d) If at any time the Executive Director, the Deputy Executive Director, or CHFFA determines the use of Grant funds was not consistent with the Children's Hospital Program of 2018 requirements pursuant to Section 7016 of the Regulations; or
- (e) If any portion of the Project (except for equipment acquisition Projects) is located on any real property leased by Grantee, and the lease agreement terminates prior to the end of the useful life of the Project under the Grant, and the property that was subject to the lease agreement is not simultaneously re-leased under a new lease agreement that complies with the requirements of Section 7014 of the Regulations, or fee title to the property that was subject to the lease agreement is not simultaneously transferred to the Children's Hospital.

Section 8.2 – NOTICE OF GRANTEE'S DEFAULT AND OPPORTUNITY TO CURE.

- (a) Grantee shall provide written notice to CHFFA within thirty (30) calendar days of any Event of Default by specifying: (1) the nature of the event or deficiency giving rise to the Event of Default, (2) the action required to cure the Event of Default, if an action to cure is possible, and (3) a date, by which such action to cure must be taken.
- (b) CHFFA shall give written notice to Grantee of any Event of Default by specifying: (1) the nature of the event or deficiency giving rise to the Event of Default, (2) the action required to cure the Event of Default, if an action to cure is possible, and (3) a date, which shall not be less than thirty (30) calendar days from the mailing of the notice, by which such action to cure must be taken, if an action to cure is possible, provided, however, except with respect to a monetary Event of Default, so long as Grantee has commenced to cure within such time, then Grantee shall have a reasonable period thereafter within which to fully cure the Event of Default.

Section 8.3 – REMEDIES. If an Event of Default has occurred and is continuing, CHFFA shall have the right to pursue remedies pursuant to Section 7016 of the Regulations and to take any other actions in law or in equity to enforce performance and observance of any obligation, agreement or covenant of Grantee under this Agreement.

ARTICLE IX – MISCELLANEOUS

Section 9.1 – AMENDMENTS. This Agreement may be amended, changed or modified, by agreement of Grantee and CHFFA.

Section 9.2 – ENTIRE AGREEMENT. This Agreement, together with all agreements and documents incorporated by reference herein, constitutes the entire agreement of the parties and is not subject to modification, amendment, qualification or limitation except as expressly provided herein.

Section 9.3 – NOTICES. Unless otherwise expressly specified or permitted by the terms hereof, all notices, consents or other communications required or permitted hereunder shall be deemed sufficiently given or served if given in writing, mailed by first-class mail, postage prepaid and addressed as follows:

- (i) If to Grantee:

Hospital Name
Address
Attention: Title

- (ii) If to the Authority:

California Health Facilities Financing Authority
915 Capitol Mall, Suite 435
Sacramento, California 95814
Attention: Executive Director

Section 9.4 – COUNTERPARTS. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one instrument.

Section 9.5 – GOVERNING LAW, VENUE. This Agreement shall be construed pursuant to and governed by the Constitution and laws of the State of California applicable to contracts made and performed in the State of California. This Agreement shall be enforceable in the State of California and any action arising hereunder shall (unless waived by the Authority) be filed and maintained in Sacramento County, Sacramento, California.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in day and year first hereinabove written.

GRANTEE:
HOSPITAL NAME

By: _____ Date: _____
NAME, TITLE

CALIFORNIA HEALTH FACILITIES FINANCING AUTHORITY

By: _____ Date: _____
Frank Moore, Executive Director

Exhibit A
GRANT AWARD LETTER

Grant Number

Exhibit B
GRANT FUNDS DISBURSEMENT CERTIFICATION

California Health Facilities Financing Authority (“CHFFA” or the “Authority”)
915 Capitol Mall, Suite 435
Sacramento, CA 95814

RE: Disbursement of Grant funds for **Hospital Name** (“Grantee”) under this Grant Agreement number **XX** between CHFFA and Grantee.

On behalf of Grantee, **Name, Title**, requests from CHFFA the periodic disbursement of Grant funds totaling no more than **NET GRANT AWARD** as allowed by the Grant Documents, and certifies and attests to the following:

- a. To whom payments shall be made. Payments from CHFFA to Grantee shall be directed to the following interest bearing account at the wiring address specified here:

Bank Routing No.: **ABA #XX**

Bank Account No.: **XX**

Bank Name: **XX**

Beneficiary Name: **XX**

Type of Bank Account: Interest Bearing Checking Account

- b. The purpose(s) for which such payments are to be made, including all that apply:

- 1) For all Projects with the exception of equipment acquisition or real property acquisition Projects, Grantee hereby certifies that all supporting documentation has been or will be submitted to CHFFA prior to disbursement of Grant funds with a copy of the executed construction contract and building permits, if documentation was not submitted with the Application.
- 2) For Projects that include architect, design and engineering fees to be paid with Grant funds, Grantee hereby certifies that all applicable executed architect, design and engineering contracts have been or will be provided to CHFFA prior to disbursement of Grant funds.
- 3) For real property acquisition Projects, Grantee hereby certifies that a copy of the executed purchase and sale agreement and a copy of an appraisal, the appraised value of which (when added to the amount of reasonable transaction and closing costs) shall not be less than the sum of the Grant and all other funding sources necessary to acquire the Project, has been provided to CHFFA. Grantee hereby also certifies that the appraisal provided to CHFFA was no older than six months from the date of the executed purchase and sale agreement and was completed by a state certified appraiser.
- 4) For equipment acquisition Projects, Grantee hereby certifies that all contracts, purchase orders, invoices, and copies of cancelled checks have been or will be submitted to CHFFA prior to disbursement of Grant funds. If the Grantee does not provide copies of cancelled checks, the Grantee shall provide wire transfers,

electronic fund transfers, or other evidence acceptable to CHFFA in lieu of cancelled checks.

- 5) Grantee hereby certifies that it holds good and marketable fee simple title to the real property underlying the Project (except for equipment acquisition Projects). If any portion of the Project (except for equipment acquisition Projects) is located on any real property leased by Grantee, Grantee hereby certifies that it has satisfied the requirements of Section 7014 of the Regulations.
- 6) Grantee hereby certifies that it has executed and delivered to CHFFA this Agreement.
- 7) Grantee hereby certifies that the Grant amount does not exceed the cost of the Project.
- 8) Grantee hereby certifies that if funding sources other than the Grant are required to complete the Project, Grantee will provide proof of the funding source, (commitment letters, board approved capital campaign plans or any other documentation acceptable to the Authority). Such documentation shall be in accordance with Project timeline and budget. The source and the dollar amount of these other funds as specified in the Application are as follows:

XX

- 9) Grantee hereby certifies that if the Project benefits both nonpediatric and pediatric patients, the Grant funds shall be limited only to the proportionate cost of providing care to the pediatric patients.
- 10) Grantee hereby certifies that it will provide evidence prior to disbursement of Grant funds that the Project has no outstanding issues related to the California Environmental Quality Act and any other applicable law.
- 11) Grantee represents and warrants that if Grantee intends to change at any point in the Grant Period the eligible use of funds in excess of ten percent (10%) of any budget line item of Attachment A of Grantee's Application (also at Exhibit E of the Grant Agreement), Grantee shall request and receive written authorization from CHFFA in advance of such change.
- 12) Grantee agrees that all requests for disbursements shall be submitted in a form acceptable to CHFFA, with documentation supporting eligibility of each cost and accompanied by a completed Disbursement Request that is required pursuant to Section 4.4 of this Agreement.

GRANTEE:
HOSPITAL NAME

By: _____ Date: _____
Name, Title

Exhibit C
RESOLUTION
CALIFORNIA HEALTH FACILITIES FINANCING AUTHORITY

Exhibit D

CERTIFIED RESOLUTION OF GRANTEE'S GOVERNING BOARD

Exhibit E
PROJECT DESCRIPTION

The Project Description, as described in Exhibit A to the Authority's **BOARD MEETING DATE Resolution No. XX** is as follows:

The proceeds of the grant will be used by XX.

Attached to this Exhibit E as Exhibit E-1 are Grantee's response to Section C (Project Description), Section D (Project Readiness and Feasibility), and Attachment A (Sources and Uses of Funds) of the Grant Application. Exhibit E-2 is a summary budget that provides line item descriptions of the uses of grant funds, subject to verification of eligibility. [*if applicable:*] Exhibit E-3 is a listing, prepared by Authority staff, of \$_____ of ineligible expenditures, resulting in net eligible expenditures of \$_____.

Partial disbursements of this grant award may be paid, pursuant to the release of funds provisions of Section 7013.1 of Children's Hospital Program of 2018 Regulations.

EXHIBIT: E-1

EXHIBIT: E-2

EXHIBIT: E-3

EXHIBIT: E-4

EXHIBIT F

The Chief Executive Officer, Chief Financial Officer or other authorized officer of the Applicant, on behalf of the Applicant, shall agree and certify to the following terms and conditions as a requirement of receiving any Grant:

- (1) The information contained in the Application and attachments is true and correct to the best of its knowledge and belief and understands that any misrepresentation may result in the cancellation of a Grant and other actions permitted by law and the Grant Agreement.
- (2) If Children's Hospital is a party to a Children's Hospital Applying Jointly Application, Children's Hospital accepts designation as Lead Grantee.
- (3) Grantee has disclosed all information requested by the Legal Status Questionnaire.
- (4) Grant funds will only be used for the Project described in the Application unless a change in the Project is approved in writing by the Authority pursuant to Section 7011 of the Regulations.
- (5) Grantee will provide all documents and information required by law and meet all necessary requirements prior to the release of the Grant.
- (6) Grantee may be required to return all or a portion of the Grant including any unused interest earnings if the Grantee fails to complete the Project as approved. In cases where the Grant will fund architect, design, or engineering fees or land acquisition costs as part of an approved Project, the Grantee may be required to return all Grant funds and any unused interest earnings if the Authority cannot determine that the associated larger Project has been completed, based on timelines provided within the Application.
- (7) Grantee will notify the Authority in writing at the time of Project completion with evidence of completion included.
- (8) The Project and financial records of the Grantee's Project are subject to audit and inspection by the Authority and the California State Auditor.