October 1, 2014

TO: Santa Clara County Board of Education

FROM: Mary Ann Dewan, Ph.D., Chief Schools Officer
Student Services Branch

Lisa Kaufman, Ph.D., Director
Early Learning Services Department

Ana Trujillo, Director
Head Start Program

VIA: Jon R. Gundry
County Superintendent of Schools

SUBJECT: Request Approval to Accept the El Camino Hospital Community Benefit Program Grant

Associated Goals
Goal 1. Improve student equity and reduce access discrepancies to high-quality education
Goal 2. Provide support to districts, communities, schools and districts

Background
El Camino Hospital, through its Community Benefit Program, encouraged the Head Start Program to submit a grant application to support the health and well-being of children who are receiving Early Head Start services.

Fiscal Implications
The Early Learning Services, Early Head Start Program will receive $80,724, of which $70,954 will fund one 1.00 FTE Family Advocate I/II position to provide health and social services for infants and toddlers.

<table>
<thead>
<tr>
<th>BUDGET</th>
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<tbody>
<tr>
<td>Personnel</td>
<td>$70,594</td>
</tr>
<tr>
<td>Cell phone</td>
<td>$960</td>
</tr>
<tr>
<td>Travel</td>
<td>$1,678</td>
</tr>
<tr>
<td>Indirect Cost (10.23%)</td>
<td>$7,492</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$80,724</td>
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Requested Action
Approve the acceptance of the El Camino Hospital Community Benefit Program grant
EL CAMINO HOSPITAL
COMMUNITY BENEFIT HEALTH CARE GRANT AGREEMENT

This Agreement ("Agreement") is made and entered into effective as of the execution date below (the "Effective Date"), by and between El Camino Hospital, a California public benefit corporation ("ECH"), Mountain View, CA and Santa Clara County Office of Education (SCCOE) (the "Organization").

1. TERMS OF GRANT
   Grant Program Name: Family Advocate for SCCOE Early Head Start partner programs
   Grant Amount: $ 80,724
   Grant Period: July 1, 2014 to June 30, 2015
   Organization Name: Santa Clara County Office of Education
   Contact Information: Aldolfo Pando
                           Manager, Planning, Support
                           1290 Ridder Park Drive
                           San Jose, CA, 95131

2. GENERAL PURPOSE. The Community Benefit Health Care Grant Fund is a community benefit program which makes grants to support the tax-exempt purposes of El Camino Hospital. Funds come from El Camino Hospital (respectively), NOT the El Camino Hospital Foundation.

3. USE OF GRANT FUNDS. ECH grant funds and income earned thereon may be expended only for the charitable purposes of ECH or the charitable or governmental purposes of the Organization and to carry out the Grant Purpose. This grant is made only for the purposes stated in this Agreement. Grant funds may not be used, in any way, to defray the Organization's ordinary operating expenses unrelated to the Grant Purpose or to fund expenses already incurred by the Organization. Grant funds may not be held as an endowment. Grant funds may not be used to carry out propaganda, or otherwise to attempt to influence any legislation or to intervene in any campaign for public office.

4. USE OF INCOME. ECH encourages the deposit of grant funds in an interest-bearing account whenever feasible. Any interest earned is to be used in direct furtherance of the purposes of the grant.

5. REPORTING REQUIREMENTS. Written reports, signed by the appropriate officer of the Organization, are to be furnished to ECH on the dates specified below. Future grants will not
be considered if reports are not received on or before the specified date. Reports shall contain data specified in the Interim and Final Report guidelines and agreed upon metrics. Reports may be made public and reports, or information contained in the reports, will be included in ECH’s governmental reports.

Interim Report Due Date: January 15, 2015

Final Report Due Date: July 15, 2015

6. **MONITORING AND EVALUATION.** ECH reserves the right to monitor and conduct an evaluation of operations under this grant, which may include a visit from ECH personnel to observe the Organization’s program, discuss the program with the Organization’s personnel, and audit or review financial and other records and materials connected with the activities financed by this grant.

7. **ACKNOWLEDGEMENT OF FUNDS.** ECH requests recognition for its support of the grant program in the Organization’s publications and media coverage.

8. **TAX STATUS.** By signing this Agreement, the Organization confirms that it is either a municipality or a charitable organization. If it is a charitable organization, the Organization confirms that it has been determined by the Internal Revenue Service to be an organization described in section 501(c)(3) of the Internal Revenue Code of 1986, that it is not a private foundation as described in section 509(a) of the Code, and that this determination has not been revoked or modified and continues in full force and effect. If the determination is revoked or modified, please notify ECH immediately. No payment hereunder shall be required to be made to a charitable organization at any time after the Organization ceases to be an organization described in section 501(c)(3) that is not a private foundation.

9. **INTENT OF PARTIES.** Nothing in this Agreement or in any other written or oral agreement between ECH and the Organization, nor any consideration offered or paid in connection with this Agreement, contemplates or requires the admission or referral of any patient to ECH.

10. **PAYMENT SCHEDULE; OTHER REQUIREMENTS.** Grant funds will be disbursed with return of the signed Agreement in either one or two payments. Please inform the ECH Community Benefit Department if there are changes in the Organization’s personnel who are critical to the administration of this grant. The Organization may not use funds in any way other than those described in the grant application unless advance written permission is granted by the ECH Community Benefit Department.

11. **TERMINATION.** If the Organization fails to use the funds in accordance with the Agreement or as described in the grant application, ECH may terminate the grant and recoup all grant funds.

12. **SUPPORTING DOCUMENTATION.** The Organization shall submit the following documents:

   a. The Organization’s operating budget;
b. A list of the Organization's officers or directors;

c. The Organization's most recent audited financial report or equivalent Treasurer's Report; and

d. If the Organization is a charitable organization, it must also submit the following:
   - Internal Revenue Service 501(c)(3) tax exemption letter dated after 1969;
   - Tax identification number;
   - Statement of its tax-exempt status; and
   - Description of its charitable purpose.

ACCEPTED AND AGREED:

Santa Clara County Office of Education

By: ________________________________
Name: Jon R. Gundry
Title: County Superintendent of Schools
Date: ______________________________

Please sign and return all pages of the original agreement along with the requested documents to
Barbary Avery, Director, Community Benefit.

El Camino Hospital
Community Benefit Department – PARG 20
2500 Grant Road
Mountain View, CA 94040-4378
ATTN: Barbara Avery