

THE
KRESGE
FOUNDATION

June 24, 2019

Marc Cherna
Director
Allegheny County Department of Human Services
1 Smithfield St.
Suite 400
Pittsburgh, Pennsylvania 15222

Re: Grant Agreement (“Grant Agreement”) by and between The Kresge Foundation (“Kresge”) and (“Organization”)

Dear Marc:

Congratulations! We are delighted to confirm that The Kresge Foundation has approved a grant to your Organization (“Grant”), and we are thrilled to partner with you on the Allegheny County Department of Human Services NextGen project (the “Project”).

Joelle-Jude Fontaine, Senior Program Officer, is your primary Kresge contact. You can reach Joelle-Jude at jjfontaine@kresge.org.

For questions about the management of your Grant—including our payment and reporting processes — you may also contact our Program Operations and Information Management Department at programoperations@kresge.org.

This Grant has been assigned Grant Number R-1901-277462. Please use this number when corresponding with us about the Grant.

This Grant Agreement sets forth what we expect from your Organization, what you can expect from Kresge, and other terms which apply to your Organization’s use of Kresge’s Grant funds as follows:

- Connection to Kresge’s Mission;
- Grant Term/Return of Funds;
- Termination/Withholding Payment;
- Guidelines for Reporting/Grant Monitoring;
- Schedule for Payment;
- Grant Conditions;
- Communications and Intellectual Property;
- Lobbying and Electioneering Prohibition/Anti-Terrorism;
- Non-Discrimination; and
- Grant Acceptance.

Connection to Kresge's Mission

Kresge works to expand opportunities in America's cities through grantmaking and social investing in arts and culture, education, environment, health, human services, and community development in Detroit.

This grant has been awarded in furtherance of Kresge's Human Services program. To learn more about Kresge's work in this area, please visit: <http://kresge.org>.

Grant Term/Return of Funds

This Grant, in the amount of \$500,000, is in the support of the Project.

The Grant period begins August 01, 2019 and ends November 30, 2021 ("Grant Term" and "Reporting Period") unless terminated earlier as provided for in the Grant Agreement. Any Grant funds that have not been used for, or committed to, the Project upon expiration or termination of this Agreement must be returned to Kresge within 45 days after the final report is due, unless the Parties otherwise agree in writing. Kresge encourages the Grantee to contact its primary contact at least one month before the final report is due if the Grantee needs an extension of time or alteration of its activities.

Termination/Withholding Payment

Kresge may modify, suspend, or discontinue any payment of Grant funds or terminate this Agreement if (a) Kresge is not reasonably satisfied with the Organization's progress on the Project; (b) there are significant changes to the Organization's leadership or other factors Kresge reasonably believes may threaten the Project's success; (c) there is a change in the Organization's control; (d) there is a change in the Organization's tax status; or (e) the Organization fails to comply with this Agreement.

Kresge reserves the right to cancel, modify, or withhold any payments that might otherwise be due under the Grant, to require a refund of any unexpended funds, or both, if in Kresge's sole judgment any of the following occurs: (1) Grant funds have been used for purposes other than those specified by this Grant Agreement (such action is necessary to comply with the requirements of any law or regulation affecting your Organization's or Kresge's responsibilities under this Grant or to avoid the imposition of penalties or excise taxes), and (2) your Organization's performance under this Grant has been unsatisfactory.

Guidelines for Reporting/Monitoring

Kresge is committed to strategic learning and knowledge-sharing that builds on the insights, experiences and reflections of our partners and advances our mission. As part of that commitment, we look forward to hearing about the progress of your work under this Grant and learning with you as it unfolds. We are eager to hear how you are progressing with the work, where you are succeeding, where you are running into challenges, what you are learning, and how we can be thoughtful and responsive partners. We can accomplish this through your reporting as follows:

Report Type	Due Date
Interim Report	07/31/2020
Final Report	02/28/2022

We require the Grant report(s) to be submitted through Kresge's Grantee Portal (<https://kresge.fluxx.io/>)

Each Grant report must include a narrative update and a copy of your Organization's financial statements that include the Reporting Period and show how the Grant funds were spent. With respect to the Interim Report, we are seeking information during the period from the start date to the last month-end prior to the due date of the Interim Report. The Final Report should include information from the entire Grant Term. We welcome any supplemental information you'd like to share and can accommodate information in various file formats (e.g., .pdf, .xlsx, .docx).

- Your narrative update should summarize your organization's major activities, successes, and challenges during the reporting period.
- Please provide a narrative report summarizing your progress toward achieving the goals of the Project, including progress against the following objectives:
 1. A summary of what your organization accomplished by the expenditure of Grant funds; and
 2. A description of progress made toward the expected outcomes of the Grant's purpose.

Please provide additional detail regarding the following:

1. What progress have you made in continuing to advance SEM. How is your organization working with communities and families to move beyond stability to actual social and economic mobility (living wage/beyond poverty)? What are the barriers and potential policy solutions to advancing social and economic mobility in your community?

2. How have the NextGen attributes continued to show up in your efforts to advance SEM?

- Person-Centered
- Data-Driven
- Outcomes Focus
- Racial Equity

- Policy and Systems Change

3. How have you continued to make progress across the 2Gen domains and principles? How are the people served benefiting from and contributing to progress?

- Early Childhood Development
- Post-secondary & Employment Pathways
- Economic Assets
- Health and Well-being
- Social Capital

4. How does your organization define racial equity? Has this evolved since your original grant proposal? If so, how? Please use the frames below to help us understand how you are progressing toward creating a race equity culture inside of your organization. (Please refer to ProInspire's "Awake to Woke to Work: Building a Race Equity Culture" for more information.)

- Senior Leadership: Individuals in a formal leadership role
- Management: Individuals who oversee operations of teams
- Board of Directors Governing Body of an organization
- Community: Populations served by the organization
- Data: Metrics to drive improvements and focus
- Organizational Culture: Shared values, assumptions, and beliefs
- Talent Management & Human Resources: Recruitment and Hiring practices and Investment in staff capacity

In addition, you are required to notify your primary Kresge contact within 30 days, of any significant changes in your organization's structure, purpose, leadership, financial situation, or other circumstance that could affect the terms of the Grant or jeopardize your ability to successfully meet the Grant objectives and requirements.

Your Organization is required to maintain financial records and supporting documentation for expenditures and receipts related to this Grant for seven (7) years after the Grant end date or termination of the Grant Agreement. You are required to permit Kresge with reasonable access to your Organization's files, records, and personnel during the term of this Grant and for seven (7) years thereafter.

Kresge may monitor and conduct a review of operations under this Grant, which may include a visit from Kresge personnel to observe your Project, discuss the Project and finances with your personnel and review financial and other records and materials connected with the activities financed by this Grant.

Kresge will make payments on this Grant, assuming all terms of the Grant Agreement are met and upon Kresge's receipt of any required reports, provided your Organization has maintained its U.S. Internal Revenue Service (IRS) tax status as a public charity or governmental agency, or for foreign grantees,

maintaining an equivalent charitable status as originally obtained.

Schedule for Payment

Assuming your Organization complies with all terms of the Grant Agreement, Kresge will make Grant payment(s) as follows:

Scheduled Date	Amount
07/31/2019	\$250,000
08/31/2020	\$250,000

Grant Conditions (Financial Use Only)

While this Grant is to be restricted/intended for use for the purposes described in this Grant Agreement/proposal, for financial accounting treatment, the Grant payment(s) shall not be deemed to be conditioned upon the accomplishment of any specific barrier, unless that condition is specifically identified in the space below:

Scheduled Date	Amount	Condition
07/31/2019	\$250,000	N/A
08/31/2020	\$250,000	N/A

Communications and Intellectual Property

Kresge is a proud partner with your Organization and we encourage you to promote this Grant and the work it will advance.

We have a variety of resources that may be useful as you promote your Grant. Our Communication's Resources page on our website (<http://kresge.org/communication-resources>) includes links to the Kresge boilerplate, overview materials, logos for download, and other information.

Please also let us know when we may help you spread your news through our newsletter and/or through our social media channels. We are particularly interested in photos and stories about the ways in which your work is making a difference. If you plan communication activities about your Grant that will mention Kresge, please let us know in advance by contacting your Program Officer. Our Communications Team may be able to provide a quote from a Kresge staff member, help anticipate related inquiries, supplement your announcement, etc. You can reach the Kresge Communications team by emailing media@kresge.org.

The Kresge Foundation is committed to providing public access to any materials generated with Kresge support. Unless otherwise noted in the proposal for this Grant, we expect that your Organization will own the resulting intellectual property and will not take any actions that limit free public access to those

materials. If applicable, your Organization hereby grants Kresge a license to exercise all copyrights with respect to all work products created and data generated under this Grant in all media now known and later developed. This license is non-exclusive, royalty-free, paid up, worldwide, perpetual, irrevocable, sublicensable, and transferable.

Lobbying and Electioneering Prohibition/Anti-Terrorism

Under U.S. law, Kresge grant funds may be expended only for charitable, scientific, literary, religious, or educational purposes within the meaning of the Internal Revenue Code of 1986, as amended ("IRS Code"). This Grant is to be expended solely in support of the objectives detailed in your proposal for this Grant, as amended or amplified during the review process. Kresge grant funds may not be used to influence the outcome of any election for public office or to carry on any voter registration drive. You acknowledge that Kresge has not earmarked Grant Funds to support lobbying activities or to otherwise support attempts to influence legislation. Activities will be conducted consistent with the private foundation lobbying rules and exceptions under Internal Revenue Code Section 4945 and related regulations. You agree to comply with any national, state, local, or other lobbying, gift, and ethics rules applicable to the Project and acknowledge that Kresge is not retaining or employing your Organization to engage in lobbying activities.

By accepting this Grant, you certify that, to the best of your knowledge, your Organization, members of your governing body, your staff, and any consultants or contractors for your Organization do not advocate, plan, sponsor, commit, threaten to commit, or support terrorism. By your acceptance of this Grant, you agree to provide us with information required for us to comply with Executive Order 13224, the USA Patriot Act, and other applicable laws, administrative rules, and executive orders. By accepting this Grant, you further agree that all funds, including sub-awards to sub-recipients, will be used in compliance with all applicable antiterrorist financing and asset control laws, regulations, rules, and executive orders. You also agree to take reasonable steps to ensure that no person or entity expected to receive funds in connection with this Grant is designated on (a) the Annex to Executive Order No. 13224, as amended or supplemented from time to time, or (b) the Lists of Specially Designated Nationals or Blocked Persons maintained by the Office of Foreign Assets Controls of the U.S. Department of the Treasury. Finally, you certify that you will not provide material support or resources to an individual or entity that you know, or have reason to know, is acting as an agent for any individual or entity that advocates, plans, sponsors, engages in, or has engaged in terrorist activity, or that has been so designated, and will immediately cease such support if an entity is so designated after the date of this Grant Agreement.

Non-Discrimination:

In carrying out the Project, the Grantee will comply with all applicable Federal and State Statutes and local laws relating to nondiscrimination. Notwithstanding the foregoing, the Grantee shall take affirmative action to ensure that employees are treated during employment and applicants are considered for employment, without regard to their race, color, religion, sex, national origin, sexual orientation, ancestry, age, physical or mental handicap unrelated to ability, marital status, or unfavorable discharge from

military service.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK, SIGNATURE PAGE FOLLOWS]

Grant Acceptance

By signing and returning a copy of this Grant Agreement, you are agreeing to the Grant conditions and requirements as stated in this Grant Agreement and confirming that the Grant Term is correct. You also confirm that the work funded by this Grant is under your complete control. You also confirm that your organization has and will exercise control over the process of selecting any secondary grantee or consultant, that the decision made or that will be made on any such selection is completely independent of Kresge, and, further, that there does not exist an agreement, written or oral, under which we have caused or may cause the selection of a secondary grantee or consultant. This letter contains the entire agreement between your Organization and Kresge, and there are no terms or conditions, oral or written, governing the use of the Grant funds other than those contained in this Grant Agreement. We may withdraw this Grant if we do not receive your acceptance within 30 days of the date first noted above.

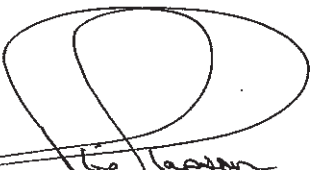
Please review this Grant Agreement and let us know if you have any questions or concerns. To ensure prompt payment, we ask that you sign this Grant Agreement online through DocuSign within 30 days of receipt. In signing this Grant Agreement, you represent to Kresge that you have the authority to sign this Grant Agreement on behalf of your Organization.

We look forward to working in partnership with you during the Grant Term and wish you much success in your work.

AGREED AND ACCEPTED:

For The Kresge Foundation

For Allegheny County Department of Human
Services


Rip Rapson
President and CEO

DocuSigned by:
Marc Cherna
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Marc Cherna
Director