

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

810



SUBMITTAL DATE:
August 19, 2013

FROM: Department of Public Health

SUBJECT: Ratify The California Wellness Foundation Agreement #2013-151 and Amend Ordinance No. 440 pursuant to Resolution No. 440- 8942.

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Ratify the Agreement between The California Wellness Foundation and County of Riverside Department of Public Health from July 1, 2013 through June 30, 2015 in the amount of \$220,000;
- 2) Amend Ordinance No. 440 pursuant to Resolution No. 440- 8942 submitted herewith and add one (1) new position to the Department of Public Health;
- 3) Authorize the Purchasing Agent to sign subsequent amendments that make only ministerial changes to the MOU not to exceed the amount stated of \$220,000;

MOTIONS: (Consolidated on page 2)

HP/rc/ys BY Lisette Rose 9/14/13 Susan D. Harrington
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER Susan D. Harrington, Director
 Department of Public Health

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 110,000	In Current Year Budget:	NO
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	YES
	Annual Net County Cost:	\$ 0	For Fiscal Year:	13/14

SOURCE OF FUNDS: 100% funded by The California Wellness Foundation.	Positions To Be Deleted Per A-30	<input checked="" type="checkbox"/>
	Requires 4/5 Vote	<input checked="" type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE
 BY: Debra Courmoyer
 Debra Courmoyer
County Executive Office Signature

Dep't Recd Approved by Barbara A. Olivier Consent
 Asst. County Executive Officer/
 Human Resources Director Consent
 Dep't Exec. Officer Consent

FORM APPROVED COUNTY COUNSEL 13
 BY: NEAL R. KPNIS DATE
 Departmental Concurrence
 Purchasing: Mark Seiler, Assistant Director
 Policy Policy

SUBJECT: Ratify The California Wellness Foundation Agreement #2013-151 and Amend Ordinance No. 440 pursuant to Resolution No. 440-8942.

RECOMMENDED MOTION (cont.): That the Board of Supervisors:

- 4) Authorize the Chairperson to sign two (2) originals of said Agreement on behalf of the County; and
- 5) Approve and Direct the Auditor-Controller to adjust the budget as specified in Schedule A, attached.

BACKGROUND: The California Wellness Foundation has approved a \$220,000 grant to County of Riverside, Department of Public Health to provide core operating support to sustain Nurse-Family Partnership (NFP), a comprehensive evidence-based program for pregnant and parenting teens living in the Coachella Valley region as a strategy to prevent repeat teenage pregnancies.

NFP is an evidence-based community health program that helps transform the lives of vulnerable mothers pregnant with their first child. Every mother enrolled in NFP is partnered with a public health nurse (PHN) early in her pregnancy and receives ongoing nurse home visits that continue through her child's second birthday. Three main program goals are (1) improve pregnancy outcomes; (2) improve child health and development; and (3) improve maternal life course development.

PERSONNEL: The Department requests to Amend Ordinance 440 to add the following position. Pursuant to Board Policy A-30 this position will be eliminated once funding is exhausted.

Class Code	Class Title	Salary Plan	Grade	Salary	# of New Positions
73992	Registered Nurse V	SEN	685	\$64,192.13-\$86,410.06	1

FINANCIAL DATA: The FY 2013/2014 allocation for The California Wellness Foundation is \$220,000, which is not in the FY 2013/2014 budget.

YEAR	AMOUNT
2013-2014	\$110,000.00
2014-2015	\$110,000.00
TOTAL	\$220,000.00

**County of Riverside Department of Public Health
 Budget Adjustment
 Fiscal Year 2013/2014
 July 1, 2013 - June 30, 2014**

INCREASE IN APPROPRIATIONS:

10000-4200100000-510040	Regular Salaries	\$	57,166
10000-4200100000-518100	Budgeted Benefits	\$	25,725
10000-4200100000-520230	Cellular Phone	\$	470
10000-4200100000-520260	Computer Lines	\$	855
10000-4200100000-520320	Telephone Service	\$	855
10000-4200100000-522860	Medical-Dental Supplies	\$	500
10000-4200100000-523640	Computer Equip.-Non Fixed Assets	\$	1,000
10000-4200100000-523700	Office Supplies	\$	300
10000-4200100000-523800	Printing/Binding	\$	200
10000-4200100000-524500	Administrative Support-Direct	\$	8,289
10000-4200100000-526700	Rent-Lease Bldgs.	\$	2,250
10000-4200100000-528140	Conference/Registration Fees	\$	4,700
10000-4200100000-528900	Air Transportation	\$	480
10000-4200100000-528960	Lodging	\$	600
10000-4200100000-528980	Meals	\$	300
10000-4200100000-529040	Private Mileage Reimbursement	\$	6,260
10000-4200100000-529060	Public Service Transportation	\$	50
	Total Increase in Appropriations	\$	110,000

INCREASE IN ESTIMATED REVENUE:

10000-4200100000-781200	CA Wellness Foundation Grant	\$	110,000
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RESOLUTION NO. 440-8942

BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on _____, 2013, that pursuant to Section 4(a)(ii) of Ordinance No. 440, the Director of Public Health is authorized to make the following listed change(s), operative on the date of approval, as follows:

<u>Job Code</u>	<u>+/-</u>	<u>Department ID</u>	<u>Class Title</u>
73992	+ 1	4200100700	Registered Nurse V



The California Wellness Foundation

Grantmaking for a Healthier California

June 14, 2013

Mrs. Susan D. Harrington
Director of Public Health
County of Riverside, Department of Public Health
4065 County Circle Drive
Riverside, CA 92503

RE: Grant Agreement Letter for Grant # 2013-151

Dear Mrs. Harrington:

It is my pleasure to inform you that The California Wellness Foundation (Foundation) has approved a \$220,000 grant to County of Riverside, Department of Public Health (Grantee) to support the purpose described as follows:

For core operating support to sustain the Nurse-Family Partnership, a comprehensive program for pregnant and parenting teens living in the Coachella Valley region as a strategy to prevent repeat teenage pregnancies, to be conducted substantially in accordance with the attached (1) Grant Summary, (2) Grant Budget, (3) Grant Announcements and Promotional Activities: Requirements, (4) Youth Involvement in Foundation-Funded Events, and (5) Website and Electronic Publication Policies.

Please read the following conditions and attachments to this Agreement very carefully. This Agreement between the Foundation and Grantee shall be effective when signed by an authorized representative of your organization and returned to the Foundation.

GRANT CONDITIONS

I. General

Grantee shall use the grant funds solely for the purposes of the grant as described above, which purposes are encompassed within Grantee's mission described in its Articles of Incorporation. Any significant changes in the purposes for which grant funds are spent must be approved in writing by the Foundation before implementation.

II. Reporting/Recordkeeping

To enable the Foundation to evaluate the effectiveness of this grant, Grantee shall submit written reports to Foundation containing (1) a description of the progress that Grantee has made toward achieving the purposes for which this grant was made, (2) a financial accounting of the expenditure of grant funds, (3) copies of any significant publications such as reports, policy briefs, evaluations, and summaries or articles containing research or data resulting from the grant, and (4) a report on the Grantee's compliance with the terms of this Agreement. Grantee shall submit such reports on the schedule outlined in the attached Grant Summary.

Grantee shall maintain books to show these grant funds separately. All expenditures made in furtherance of the purposes of the grant shall be charged off against the grant and shall appear on those books. Grantee shall keep adequate records to substantiate such expenditures. Grantee shall make such

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www.CalWellness.org

books and records available to Foundation at reasonable times for review and audit. Grantee shall keep copies of all relevant books and records and all reports to the Foundation for at least four years after completion of the use of the grant funds. The Foundation may also verify any information contained in Grantee's reports by interviewing Grantee's personnel.

III. Return of Unexpended Funds; Remedies on Default

Grantee shall repay to the Foundation, upon the completion date shown on the attached Grant Summary, any portion of the grant funds not expended or committed for the purposes of the grant described above.

In the event that the Foundation determines, in its sole discretion, that Grantee has breached or failed to carry out any material provision of this Agreement, the Foundation may, in addition to any other legal remedies it may have, including the termination of this Agreement, refuse to make any further grant payments to Grantee, and the Foundation may demand in writing the return of all or part of the unexpended grant funds, which the Grantee shall immediately repay to the Foundation. The amount of such unexpended grant funds to be repaid to the Foundation shall not include funds needed to meet obligations incurred by Grantee to third parties, in good faith, for the purposes of the grant described above, prior to Grantee's receipt of the Foundation's written demand for repayment. In addition to the rights reserved to the Foundation in the first sentence of this paragraph, the Foundation may also terminate this Agreement and take the actions described above with respect to unexpended grant funds if it determines, in the exercise of its reasonable discretion, that circumstances relevant to the Grantee, including, by way of illustration, those respecting its organization or financial condition, are such that the Foundation has reason to conclude that satisfactory completion of the objectives contemplated by this grant are in jeopardy.

IV. Tax Status

The Grantee has furnished the Foundation (i) with a copy of its letter from the Internal Revenue Service recognizing that the Grantee is exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code (IRC) and that it is not a private foundation as defined in IRC Section 509(a) or (ii) evidence that it is an appropriate government entity. The Grantee must give the Foundation immediate written notice if there is any change or potential change in the Grantee's tax exempt or nonprivate foundation status.

The grant funds are not earmarked to be used in any attempt to influence legislation within the meaning of IRC Section 4945(e), or to engage in any other activity which, if conducted directly by the Foundation, would result in the imposition of any tax on the Foundation under IRC Chapter 42. No agreement, oral or written, to that effect has been made between the Foundation and Grantee. If the grant involves public policy issues, the Foundation is relying upon Grantee's representations, made in Grantee's grant request and proposed budget, that this grant does not exceed the amount budgeted by Grantee for activities that are not attempts to influence legislation within the meaning of IRC Section 4945(e).

The grant funds are not designated or earmarked for "influencing legislative or administrative action", "for or in connection with direct communication with any elective state official, legislative official or agency", or "for or in connection with soliciting or urging other persons to enter into direct communication with any elective state official, legislative official or agency official", as defined by the California Political Reform Act of 1974, or in any other manner which would require the Foundation to

register or to make any filing under any federal, state or local statute, ordinance or regulation governing or relating to lobbying, political activity, elections or the influencing of governmental action.

Grantee shall not use any portion of the grant funds to influence the outcome of any specific election for candidates to public office, to carry on any voter registration drive except as provided in IRC Section 4945(f), to induce or encourage violations of law or public policy, to cause any private inurement or improper private benefit to occur, or to take any other action inconsistent with IRC Section 501(c)(3).

With regard to the selection of any entity to carry out the purposes of this grant, Grantee retains full discretion and control over the selection process, acting completely independently of the Foundation. There is no agreement, written or oral, by which the Foundation may cause Grantee to choose any particular entity.

V. Grant Announcements and Promotional Activities

The Foundation may issue a press release concerning the grant which may include information about Grantee and/or the activity funded by this grant, and may do so prior to the execution of this grant agreement. However, this Agreement must be executed and returned to the Foundation prior to distribution of any grant payments to Grantee. The Foundation may also include information on the grant in its periodic public reports.

The Grantee shall appropriately refer to the Foundation as a funding source for any written, electronic, or other communications materials produced with support from this grant, as well as in all publications and press releases regarding this grant. For any such public references to the Foundation, please refer to Attachment III of this Agreement for requirements. Any tangible or intangible property, including copyrights, obtained or created by Grantee as part of the activity funded by this grant shall remain the property of Grantee; however, Grantee shall grant a royalty-free license to the Foundation to use, reprint, or distribute any such copyrighted materials for informational or promotional purposes which do not conflict with Grantee's purposes.

VI. Other Provisions

The Grantee is solely responsible for the activity supported by the grant funds, the content of any product of the activity, and the manner in which any such product may be disseminated.

This Agreement shall not be deemed to create any relationship of agency, partnership, or joint venture between the parties hereto, and Grantee shall make no such representation to anyone.

Grantee hereby irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the Foundation, 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 Grantee, its employees, or agents, in applying for or accepting the grant, in expending or applying the grant funds or in carrying out any project or program to be supported by the grant, except to the extent that such claims, liabilities, losses, or expenses arise from or in connection with any act or omission of the Foundation, its officers, directors, trustees, employees, or agents.

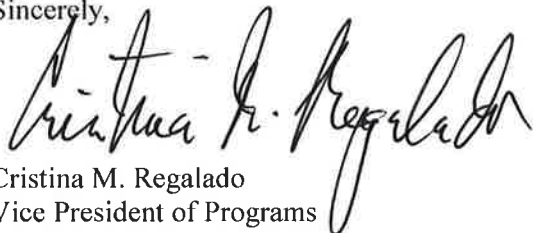
This Agreement shall supersede any prior oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement may not be amended or modified, except in writing signed by both parties hereto.

If this letter and its attachments correctly set forth your understanding of the terms and conditions of this grant, please have the appropriate officer sign the enclosed original of the letter and return it (with the attachments) to the Foundation. Please retain the enclosed "Grantee's copy" for your files. Please pay particular attention to the enclosed funding schedule and reporting requirements shown on the Grant Summary. **Also note, in order for the first grant payment to be made on the scheduled payment date, the signed Agreement must be received by the Foundation no later than the 15th of the month in which the first payment is due.** Otherwise, the date of payment will be moved to the 25th of the next month.

Julio Marcial, Program Director, is responsible for the administration of this grant. All future communications concerning this grant should be directed to him.

On behalf of The California Wellness Foundation Board and staff, let me express how delighted we are to offer this support to County of Riverside, Department of Public Health. We extend every good wish for the success of this grant.

Sincerely,



Cristina M. Regalado
Vice President of Programs

Accepted on behalf of County of Riverside, Department of Public Health (Grantee) by:

Authorized Signature

Printed Name

Title

Date

FORM APPROVED COUNTY COUNSEL
BY: Neal R. Kipnis DATE 6/13

GRANT AGREEMENT
Attachment I

GRANT SUMMARY

GRANT NUMBER: 2013-151 **DATE AUTHORIZED:** 6/14/2013

GRANTEE NAME: County of Riverside, Department of Public Health

AMOUNT: \$220,000 over 24 months

CONTACT, TITLE, ADDRESS:

Mrs. Susan D. Harrington
Director of Public Health
County of Riverside, Department of Public Health
4065 County Circle Drive
Riverside, CA 92503
Tel: 951-358-7036
Fax: 951-358-4762
sharring@rivcocha.org

TCWF PROGRAM DIRECTOR: Julio Marcial

GRANT PURPOSE: For core operating support to sustain the Nurse-Family Partnership, a comprehensive program for pregnant and parenting teens living in the Coachella Valley region as a strategy to prevent repeat teenage pregnancies.

GRANT OBJECTIVES:

- Sustain Nurse-Family Partnership services for a minimum of 25 unduplicated pregnant or parenting teens annually.

SPECIAL CONDITIONS:

- It is the policy of The California Wellness Foundation that administrative overhead or indirect costs up to a maximum of 15 percent of direct costs per year will be allowed.
- Approval from the Foundation is required for budget modifications in any year in which total annual expenses are expected to be over or under the total annual budget by 20 percent or more. The request must be made in writing prior to the expenditure of funds, and must be accompanied by a budget reflecting line-item expenditures from inception to date. The final grant report must also include a detailed expenditure report by line item, including any approved budget modifications.

GRANT PERIOD: Start Date: July 1, 2013 End Date: June 30, 2015

PAYMENT SCHEDULE:

7/25/2013	\$110,000
7/25/2014	\$110,000

NARRATIVE AND FINANCIAL REPORTS DUE: (with reporting period to be covered):

7/31/2014	Narrative Progress Report	(Covering July 2013 through June 2014)
7/31/2014	Financial Progress Report	(Inception through June 2014)
7/31/2015	Narrative Final Report	(Comprehensive)
7/31/2015	Financial Final Report	(Comprehensive)

GRANT AGREEMENT
Attachment II

TCWF GRANT BUDGET

GRANTEE: County of Riverside, Department of Public Health

GRANT #: 2013-151

	Year 1	Year 2 (if applicable)	Year 3 (if applicable)	Total From TCWF
Direct Costs:				
Personnel:				
Salary	\$57,166	\$60,025	\$0	\$117,191
Fringe Benefits	25,725	27,011	0	52,736
Total Personnel (A)	\$82,891	\$87,036	\$0	\$169,927
Operating Expenses:				
Rent	\$2,250	\$2,250	\$0	\$4,500
Utilities	0	0	0	0
Supplies	800	1,280	0	2,080
Printing	200	400	0	600
Travel	7,690	7,150	0	14,840
Postage	0	0	0	0
Equipment	1,000	0	0	1,000
Subcontracts/Consultants*	0	0	0	0
Other Expenses	6,880	3,180	0	10,060
Total Operating (B)	\$18,820	\$14,260	\$0	\$33,080
Total Direct Costs (C)	\$101,711	\$101,296	\$0	\$203,007
(A + B = C)				
Indirect Costs:				
(up to 15% of Total Direct Costs) (D)	\$8,289	\$8,704	\$0	\$16,993
Total Expenses (C+D)	\$110,000	\$110,000	\$0	\$220,000

NOTE: It is the policy of The California Wellness Foundation that administrative overhead or indirect costs up to a maximum of 15 percent of direct costs per year will be allowed. The indirect costs must be listed separately in the budget as a line item.

* Includes scholarships, regranting, etc.

GRANT AGREEMENT
Attachment III

**GRANT ANNOUNCEMENTS AND PROMOTIONAL ACTIVITIES:
REQUIREMENTS**

Any references in media materials or other external documents regarding the Foundation must use the following language, which cannot be altered, edited, or expanded upon without the prior written approval from the Communications Department of the Foundation.

If your project or event is **solely funded** by the Foundation, use the following description:

“The *(project/event)* is funded by a grant from The California Wellness Foundation (TCWF). Created in 1992 as a private independent foundation, TCWF’s mission is to improve the health of the people of California by making grants for health promotion, wellness education and disease prevention.”

If your project or event is **partially funded** by the Foundation, use the following description:

“The *(project/event)* is funded in part by a grant from The California Wellness Foundation (TCWF). Created in 1992 as a private independent foundation, TCWF’s mission is to improve the health of the people of California by making grants for health promotion, wellness education and disease prevention.”

For the purpose of distributing flyers, posters, or other such announcements, the following sentence should appear in the materials if the project or event promoted is **solely funded** by the Foundation:

“Funded by a grant from The California Wellness Foundation.”

If the project or event promoted is **partially funded** by the Foundation, use the following description:

“Funded in part by a grant from The California Wellness Foundation.”

Use of Foundation's Logo: The Foundation rarely provides authorization for the use of its logo in grantee-produced external communications. Grantee may not include the Foundation’s logo in its written materials, website or video productions, unless prior approval has been obtained from the Foundation’s Communications Department. Such Grantee requests to use the Foundation’s logo must be initiated with their assigned program director.

GRANT AGREEMENT
Attachment IV

YOUTH INVOLVEMENT IN FOUNDATION-FUNDED EVENTS

On occasion the Foundation may convene conferences or meetings that grantees are either required to, or invited to, attend. In those instances where grantees are working with youths who may attend such events, the Foundation strongly encourages grantees to only involve youth age eighteen or older. If the grantee decides to involve youths under the age of eighteen, it is the preference of the Foundation that such youths be accompanied by a parent or legal guardian. If this is not feasible, the Foundation requires that its approved Field Trip and Medical Treatment Authorization form be fully completed and delivered to the Grantee (with a copy to the Foundation) prior to the youths' departure for the event in question. Grantees should include funds in their travel budgets to cover the costs of these activities. Grantees should understand that they are solely responsible for their involvement of youths under the age of eighteen in their grant activities and at least one communication with the parents of such youths in the context of such involvement should make that clear to reinforce the provision to that effect in the approved form.

GRANT AGREEMENT
Attachment V

WEBSITE AND ELECTRONIC PUBLICATION POLICIES

The popularity of the Internet makes it necessary to specify certain policies all TCWF grantees must adhere to when disseminating information concerning the Foundation through electronic publications such as websites and newsletters. These policies have been developed to ensure that TCWF's mission and grantmaking programs are described accurately and consistently; that grant funds are used responsibly; and products are produced cost effectively.

Policies Applicable to ALL TCWF Grantees

Use only the language provided in Attachment III of your Grant Agreement Letter when referencing the Foundation's program and grants.

If grantees with websites want to provide information about TCWF to their site visitors, grantees should link to the Foundation's website -- <http://www.CalWellness.org>.

Grantees may not use the Foundation name and/or logo on grantee websites or any implication that such sites were created *by* TCWF without TCWF's express written permission.

Grantees may not duplicate information (text, photos, etc.) from the Foundation's site for use on grantee websites.

Policies Applicable ONLY to Grantees Using TCWF Funds to Create Websites, etc.

Prior to going forward with any website or electronic publications, submit a strategic plan for review to your program director that explains the target audience, proposed name of site, length of operation, structure (site map), content, designers, maintenance and cost.

"Brand" the site with a name clearly related to its stated purpose, but not bearing the name of The California Wellness Foundation.

Devote the site exclusively to aspects of the work outlined in the strategic website plan that was *approved* in writing by the Foundation and adheres to the stated purpose of the grant.

Agree not to link TCWF-funded sites to commercial websites that promote your organization's non-TCWF related work.

Agree not to develop sites with TCWF grant funds that include any promotional information about your organization's staff, their resumes or client lists, except specific information included in strategic website plans *approved* by TCWF.