

242

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



FROM: Department of Public Health

SUBMITTAL DATE:
February 4, 2015

SUBJECT: Ratify the Agreement #20142235 between The California Endowment and the County of Riverside Department of Public Health for the performance period of February 1, 2015 through January 31, 2017. Districts – All. [\$100,000] 100% funded by The California Endowment].

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify the Agreement between The California Endowment and County of Riverside Department of Public Health in the amount of \$100,000 for the performance period of February 1, 2015 through January 31, 2017; and
2. Chairman of the Board to sign four (4) original copies of the Agreement.

BACKGROUND:

Summary

(Continued on Page 2)

MO: jas

Susan D. Harrington
 Susan D. Harrington, Director
 Department of Public Health

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 25,000	\$ 50,000	\$ 100,000	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: 100% Funded by The California Endowment

Budget Adjustment: No

For Fiscal Year: 14/15

C.E.O. RECOMMENDATION:

APPROVE

BY: *Debra Cournoyer*
 Debra Cournoyer

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

FORM APPROVED COUNTY COUNSEL
 BY: *GREGORY P. PRIAMOS* DATE: 2/19/15

- Positions Added
- Change Order
- A-30
- 4/5 Vote

Prev. Agn. Ref.:

District: All

Agenda Number:

3-25

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

FORM 11: Ratify the Agreement #20142235 between The California Endowment and the County of Riverside Department of Public Health for the performance period of February 1, 2015 through January 31, 2017. Districts – All. [\$100,000] 100% funded by The California Endowment].

DATE: February 4, 2015

PAGE: Page 2 of 2

BACKGROUND:

Summary (Continued)

The purpose of this agreement is to support the development and implementation of a campaign to improve community health outcomes and advance equitable healthy community development in the Eastern Coachella Valley, in the broader Riverside County and throughout California.

Impact on Residents and Businesses

The Healthy Communities program goal is to influence the community's awareness about the significant impact that land use planning, mobility and community design has on individual and community health throughout Riverside County where healthy eating and active living are fostered.

SUPPLEMENTAL:

Additional Fiscal Information

The entire amount awarded based on the Comprehensive agreement is \$100,000. Of that amount, \$25,000 is in the current year budget. The remaining \$75,000 will be budgeted and expended as part of the County's FY 15/16 (\$50,000) and FY 16/17 (\$25,000) budget process. This grant is 100% funded through The California Endowment.

Contract History and Price Reasonable

N/A

THE CALIFORNIA ENDOWMENT
PROGRAM SUPPORT GRANT AGREEMENT

County of Riverside Department of Public Health

EIN 95-6000930

Grant Number 20142235

This Program Support Grant Agreement (“Agreement”), upon execution on behalf of Grantee in the spaces provided for signature, will evidence Grantee’s agreement with and commitment to The California Endowment (“The Endowment”) as follows:

I. GRANTEE’S STATUS

This grant is specifically conditioned upon Grantee’s status as an eligible grantee of The Endowment in accordance with this Section. Grantee warrants and represents that it is one of the following: (a) a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), and is not a private foundation as defined in Section 509(a) of the Code, (b) a governmental unit referred to in Section 170(c)(1) of the Code, or (c) a college or university that is an agency or instrumentality of a government or political subdivision of a government, or owned or operated by the same, within the meaning of Section 511(a)(2)(B) of the Code. If grantee is a Section 501(c)(3) organization described in (a), Grantee has provided The Endowment with a copy of IRS determination letter(s) evidencing its status as an eligible grantee and Grantee warrants and represents that such determination letter(s) are currently in full force and effect. Regardless of Grantee’s current tax status, Grantee will notify The Endowment immediately of any actual or proposed change in tax status.

II. PURPOSE OF GRANT

Advancing Neighborhoods Action Team Community Health Priorities: To support the development and implementation of a campaign to improve community health outcomes and advance equitable community development in the Eastern Coachella Valley.

This grant is made only for the specific charitable purposes described in this Agreement. The grant funds, which includes any interest earned on the funds, may not be used for any other purpose without prior written approval from The Endowment.

III. EXPECTED OUTCOMES OF GRANT

1. Increase accountability of Riverside County officials to Eastern Coachella Valley (ECV) residents in decisions about infrastructure/transportation and the use of public funds to advance equitable community development and improved community health outcomes as evidenced by:

- The development and implementation of an equity-based collaborative campaign plan to address community health policy priorities for the Neighborhood Action Team (NAT).

- Ongoing education of elected/systems officials about resident's needs, in order to ascertain their commitment to the policy priorities.
- Sharing expertise with NAT partners to advance the campaign efforts by: providing technical and policy expertise to NAT campaigns; monitor and assist partners with funding, advocacy, and public participation opportunities connected to NAT campaigns; serving as a strategic planning partner; developing capacity among NAT partners to understand policy priorities and strategies; leveraging relationships with key stakeholders to move NAT priorities; representing Eastern Coachella Valley Building Healthy Communities (ECVBHC) NAT in appropriate spaces; and developing a regional and statewide connection to local work.

2. Improved collaboration among Eastern Coachella Valley residents and stakeholder organizations in advocacy for equitable community development that promotes community health evidenced by:

- Ongoing listening efforts with ECV residents on community health priorities
- Participation in all meetings for the Neighborhood Action Team, relevant subcommittees, and other relevant local/regional meetings to advance the team's collaborative policy advocacy campaign.
- Participation in local, regional and statewide learning and evaluation, as well as ECVBHC's personal and movement sustainability (Self-care) efforts.

3. Increase leadership capacity of Eastern Coachella Valley residents of all ages to identify and impact issues that affect the health of their families and neighborhoods as evidenced by:

- Participate in the development and implementation of an ECVBHC-wide Community Engagement Plan.

IV. AMOUNT OF GRANT

\$100,000.00, payable as follows.

\$50,000 upon The Endowment's receipt of this executed Agreement; \$50,000 on February 29, 2016.

First payment is contingent upon receipt of this original signed Agreement. Subsequent payments are contingent upon compliance with this Agreement, including timely receipt of progress reports, as outlined in the Terms and Conditions of Grant Section.

V. PERIOD OF GRANT

Grant funds are to be applied to expenses incurred for the period from 2/1/2015 to 1/31/2017, unless otherwise agreed upon in writing by The Endowment.

VI. TERMS AND CONDITIONS OF GRANT

Grantee agrees that the grant is subject to the following conditions:

A. Expenditure of Grant Funds.

1. Use of Funds. Grantee must spend the grant funds only for the purposes described above.
2. Prohibited Uses. Grantee shall not use any of the funds from this grant in a manner inconsistent with Section 501(c)(3) of the Code, including:
 - a. carrying on propaganda, or otherwise attempt to, influence legislation,
 - b. influencing the outcome of any specific public election,
 - c. carrying on, directly or indirectly, any voter registration drive,
 - d. inducing or encouraging violations of law or public policy, or
 - e. causing any private inurement or improper private benefit to occur.
3. Payment of Funds to Related Parties of The Endowment. No part of these grant funds shall be paid to any director, officer, or employee (or their family members) of The Endowment for any purpose.

B. Return of Funds. Grantee shall return to The Endowment any grant funds under the following conditions:

1. If The Endowment, in its reasonable discretion, determines that the Grantee has not performed in accordance with this Agreement; or
2. Any portion of the funding is not used for grant purposes.

C. Records, Audits, Site Visits. Funds provided by The Endowment, together with any interest thereon, shall be accounted for separately in the Grantee's books and records. A systematic accounting record shall be kept by the Grantee of the receipt and disbursement of such funds. The Grantee shall retain original substantiating documents related to restricted grant expenditures and make these records available for The Endowment's review upon request. Grantee shall be responsible for maintaining adequate financial records of this grant program. The Endowment, or a designated representative, reserves the right, upon written notice, to audit Grantee's books and records relating to the expenditure of any funds provided by The Endowment as a restricted grant.

D. Reports. Grantee shall make interim written reports to The Endowment according to the schedule set forth below. Each such written report shall describe in detail the use of the granted funds, compliance with the terms of the grant, and the progress made by the Grantee toward achieving the purposes for which the grant was made, during the period covered by such report. All such reports must be signed by an officer of the Grantee.

The schedule of due dates for such written reports is:

1st interim report: February 29, 2016; and

Final Report: February 17, 2017

E. Licensing and Credentials. The Grantee hereby agrees to maintain, in full force and effect, all required governmental or professional licenses and credentials for itself, its facilities, and for its employees and all other persons engaged in work in conjunction with this grant.

- F. Management and Organizational Changes. The Grantee agrees to provide immediate written notice to The Endowment if significant changes or events occur during the term of this grant which could potentially impact the progress or outcome of the grant, including, without limitation, changes in the Grantee's management personnel or losses of funding.
- G. Public Reporting. The Grantee agrees to disseminate to the public, by using established channels of communication, pertinent information relating to the results, findings, or methods developed through this grant.
- H. Publications; License. Any information contained in publications, studies, or research funded by this grant shall be made available to the public following such reasonable requirements as The Endowment may establish from time to time. Grantee grants to The Endowment an irrevocable, nonexclusive license to publish any publications, studies, or research funded by this grant at its sole discretion.
- I. Knowing Assumption of Obligations. Grantee acknowledges that it understands its obligations imposed by this Agreement, including but not limited to those obligations imposed by reference to the Code. Grantee agrees that if Grantee has any doubts about its obligations under this Agreement, including those incorporated by reference to the Code, Grantee will promptly contact The Endowment or legal counsel.
- J. Terrorist Activity. The Grantee agrees that it will use the grant funds in compliance with all applicable anti-terrorists financing and asset control laws, regulations, rules, and executive orders, including, but not limited to the USA Patriot Act of 2001 and Executive Order 13224.
- K. Identification of The Endowment. Grantee shall ensure that The Endowment is clearly identified as a funder or supporter of Grantee in all published material relating to the subject matter of the grant. Grantee shall list The Endowment as a funder or supporter in its annual report (if any). All proposed Grantee external communications regarding The Endowment shall be submitted first to The Endowment for its review and approval.
- L. The Endowment Letterhead and Logo. Use of The Endowment letterhead or logo is prohibited without prior written consent from the Communications Department of The Endowment.
- M. Subgrantees. With regard to the selection of any subgrantees to carry out the purposes of this grant, Grantee retains full discretion and control over the selection process, acting completely independently of The Endowment. There is no agreement, written or oral, by which The Endowment may cause Grantee to choose any particular subgrantee.
- N. No Agency. Grantee is solely responsible for all activities supported by the grant funds, the content of any product created with the grant funds, and the manner in which any such product may be disseminated. This Agreement shall not create any agency relationship, partnership, or joint venture between the parties, and Grantee shall make no such representation to anyone.
- O. No Waivers. The failure of The Endowment to exercise any of its rights under this Agreement shall not be deemed to be a waiver of such rights.
- P. No Further Obligations by The Endowment. This grant is made with the understanding that The Endowment has no obligation to provide other or additional support or grants to the Grantee.

- Q. Remedies. If The Endowment determines, in its reasonable discretion, that Grantee has substantially violated or failed to carry out any provision of this Agreement, including but not limited to failure to submit reports when due, The Endowment may, in addition to any other legal remedies it may have, refuse to make any further grant payments to Grantee under this or any other grant agreement, and The Endowment may demand the return of all or part of the grant funds not properly spent or committed to third parties, which Grantee shall immediately repay to The Endowment. The Endowment may also avail itself of any other remedies available by law.
- R. Indemnification. Grantee irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless The Endowment, its officers, directors, 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 Endowment, its officers, directors, employees, or agents.
- S. Captions. All captions and headings in this Agreement are for the purposes of reference and convenience only. They shall not limit or expand the provisions of this Agreement.
- T. Entire Agreement; Amendments and Modifications. This Agreement constitutes the entire agreement of the parties with respect to its subject matter and supersedes any and all prior written or oral agreements or understandings with respect to the subject matter hereof. This Agreement may not be amended or modified, except in a writing signed by both parties.
- U. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of California, applicable to contracts to be performed wholly within said state.

VII. ACCEPTANCE OF AGREEMENT

The Endowment reserves the right to withhold or suspend payments of grant funds if the Grantee fails to comply strictly with any of the terms and conditions of this Agreement or any other grant agreement between The Endowment and Grantee.

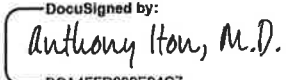
If this Agreement correctly sets forth your understanding and acceptance of the arrangements made regarding this grant, please countersign and return to The Endowment.

“THE ENDOWMENT”

“GRANTEE”

THE CALIFORNIA ENDOWMENT,
a California nonprofit public benefit
corporation.

**COUNTY OF RIVERSIDE DEPARTMENT
OF PUBLIC HEALTH**

By: 
Name: Anthony Iton, M.D.
Title: Senior Vice President
Date: 1/28/2015 | 5:36 PM PT

By: _____
Name: Marion Ashley
Title: Chairman of the Board of Supervisors
Date: _____

ATTEST: Kecia Harper-Ihem, Clerk

By _____

FORM APPROVED COUNTY COUNSEL
BY:  DATE 2/18/15
NEAL R. KIPNIS



Payment Form

The California Endowment issues electronic payments via an ACH credit directly to your bank account. In order to process your payment, please enter your Bank Name, Bank Routing Number and Bank Account Number in the fields below.

Please note that fees of \$.10-\$.20 cents may be imposed by your bank for each ACH transaction. Please refer to your bank representative for details.

If you prefer not to receive payment electronically, please enter "N/A" in the fields, and The Endowment will issue a paper check that will be mailed via US post.

Grantee Organization Name	County of Riverside Department of Public Health
Project Title and File Number	Advancing Neighborhoods Action Team Community Health Priorities (20142235)
Grantee Organization Address	4065 County Circle Drive Riverside, CA 92503
Payee Organization Name	County of Riverside Department of Public Health
Bank Name	N/A
Bank Routing Number	N/A
Bank Account Number	N/A
Confirm Bank Account Number	N/A

By signing this form, I confirm that the above bank information is accurate and that I authorize The California Endowment to issue an ACH credit to the above named account:

Signed by:

Title: Director of Public Health





Monitoring Form

County of Riverside Department of Public Health

4065 County Circle Drive

Riverside, CA 92503

Project Title and File Number: Advancing Neighborhoods Action Team Community Health Priorities (20142235)

The California Endowment uses online submission of monitoring reports for grantees. Upon receipt of this completed form and your signed Grant Agreement, we will establish an online account for you. Only one accountholder per grant is allowed. Thereafter, you will be able to log into that account, establish a permanent password, view reporting requirements and submit reports.

Should you have any questions, please contact tcegrantreports@calendow.org

Reporting Contact – person responsible for submitting reports

Name:

Title:

Phone number:

Fax number:

Email address:

Organization website:

Certificate of Completion

Envelope Number: 4A4CDFC756844CB4AFEEFDD2C3D78169 Status: Sent
 Subject: 20142235, Grant from The California Endowment to County of Riverside Department of Public Health
 Source Envelope:
 Document Pages: 8 Signatures: 3 Envelope Originator:
 Certificate Pages: 5 Initials: 1 Stephen Gould
 AutoNav: Enabled 1000 N Alameda St
 Envelope Stamping: Enabled Los Angeles, CA 90012
sgould@calendow.org
IP Address: 64.60.230.130

Record Tracking

Status: Original Holder: Stephen Gould Location: DocuSign
 1/26/2015 4:45:55 PM PT sgould@calendow.org

Signer Events

Michelle Humphreys
 mhumphreys@calendow.org
 Manager, Program Administration
 The California Endowment
 Security Level: Email, Account Authentication (None)
 Electronic Record and Signature Disclosure:
 Not Offered
 ID:

Signature

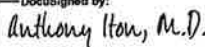


Using IP Address: 64.60.230.130

Timestamp

Sent: 1/26/2015 4:51:47 PM PT
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 Signed: 1/27/2015 10:13:30 AM PT

Anthony Iton, M.D.
 aiton@calendow.org
 Senior Vice President
 The California Endowment
 Security Level: Email, Account Authentication (None)
 Electronic Record and Signature Disclosure:
 Not Offered
 ID:

DocuSigned by:

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 Signed: 1/28/2015 5:36:31 PM PT

Susan Harrington
 sharring@rivcocha.org
 Director of Public Health
 Security Level: Email, Account Authentication (None)
 Electronic Record and Signature Disclosure:
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In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Carbon Copy Events**Status****Timestamp**

Electronic Approvals

eapprovals@calendow.org

The California Endowment

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Accepted: 3/5/2012 10:45:26 AM PT

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TCE Grant Reports

tcegrantreports@calendow.org

Security Level: Email, Account Authentication
(None)

Electronic Record and Signature Disclosure:

Not Offered

ID:

Notary Events**Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

1/28/2015 5:36:33 PM PT

Electronic Record and Signature Disclosure

ELECTRONIC CONSENT

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures in electronic format on the terms and conditions described below, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this ELECTRONIC CONSENT; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify The California Endowment as described above, I consent to receive through electronic means notices, disclosures, authorizations, acknowledgements, and other documents made available to me by The California Endowment during the course of my relationship with you.

ELECTRONIC CONSENT DISCLOSURE

From time to time, The California Endowment (we, us or Organization) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system.

Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive

notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive notices and consents electronically from us or to sign documents electronically from us.

How to contact The California Endowment

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us, please email or call your Endowment representative directly.

To advise The California Endowment of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to your Endowment representative and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address.

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

To request paper copies from The California Endowment

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail your Endowment representative and in the body of such request you must state your e-mail address, full name and title, legal name of organization, US Postal address, and telephone number.

To withdraw your consent with The California Endowment

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent or you may;
- ii. send an e-mail to your Endowment representative and in the body of such request you must state your e-mail, full name and title, legal name of organization, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process.

Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari®, 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum

Enabled Security Settings:	Allow per session cookies
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** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.