

FORM APPROVED COUNTY COUNSEL 7/12/16
 BY: GREGORY P. PRIAMOS DATE

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

229



FROM: Riverside University Health System – Public Health

SUBMITTAL DATE:

July 7, 2016

SUBJECT: Ratify of the Agreement between the Riverside Community Health Foundation and the County of Riverside Department of Public Health – Nutrition Services for the Eastside Healthy Eating Active Living (HEAL) Zone, Phase 2 for the period of April 1, 2016 through March 31, 2019. Districts: 1 [\$101,084]. 100% Funding from Riverside Community Health Foundation.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify for the Agreement between the Riverside Community Health Foundation (RCHF) and the County of Riverside Department of Public Health – Nutrition Services Branch for the Eastside HEAL Zone for the amount of \$101,084 for the performance period of April 1, 2016 through March 31, 2019, and;
2. Authorize the Chairman of the Board to sign five (5) originals of the Standard Agreement, and;
3. Authorize the Director of Public Health or designee to sign subsequent amendments that do not change the substantive terms of the agreement, as approved by County Counsel.

BACKGROUND:

Summary

(Continued on page 2)

GH:ag/la

Sarah S. Mack
 Sarah S. Mack, Director
 RUHS – Public Health

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 32,214	\$ 34,155	\$ 101,084	\$	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$	\$	\$	\$	<input type="checkbox"/>

SOURCE OF FUNDS: 100% Funding from Riverside Community Health Foundation
 Budget Adjustment: No
 For Fiscal Year: 16/17-18/19

C.E.O. RECOMMENDATION: APPROVE
 BY: *Christopher M. Hans*
 Christopher M. Hans

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Prev. Agn. Ref.: | District: 1 | Agenda Number:

3-41

Departmental Concurrence

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

FORM 11: Ratify of the Agreement between the Riverside Community Health Foundation and the County of Riverside Department of Public Health – Nutrition Services for the Eastside Healthy Eating Active Living (HEAL) Zone, Phase 2 for the period of April 1, 2016 through March 31, 2019. All Districts. [\$101,084].
100% Local Funding.

DATE: July 7, 2016

PAGE: 2 of 2

BACKGROUND:

Summary (continued)

The RCHF and Public Health Nutrition Services Branch will increase opportunities for healthy eating and active living in the Eastside neighborhood of the City of Riverside through the implementation of environmental and policy changes. Implementation of the Corner Stores and Produce Hub Development Component will include corner store makeover projects, the creation and implementation of a sustainable local food hub to strengthen network of farmers, reduce pricing, and offer affordable prices to residents and assist in the creation and implementation of a new system for enrollment and retention onto federal food programs at various places where residents live, worship, play and work.

Impact on Residents and Businesses

Public Health will provide local food options for residents and provide education and promotion activities to increase knowledge of healthy eating and local resources. Riverside County residents living in the Eastside will have increased access to fruits and vegetables, increased awareness, knowledge, skills and motivation to recognize and make healthy behavioral choices, increased collaboration among community partners and increased knowledge of federal food programs.

SUPPLEMENTAL:

Additional Fiscal Information

The Riverside Community Health Foundation awarded the County of Riverside Department of Public Health, Nutrition Services Branch funding for the period of April 1, 2016 through March 31, 2019 in the amount of \$101,084.

RCHF and County FY Budget Comparison Table					
RCHF Funding Period	YEAR 1 4/1/16-3/31/17	YEAR 2 4/1/17-3/31/18	YEAR 3 4/1/18-3/31/19		Total
Contract Amount	\$31,740	\$33,637	\$35,707		\$101,084
County Fiscal Year	FY 1 4/1/16-6/30/16	FY 2 7/1/16-6/30/17	FY 3 7/1/17-6/30/18	FY 4 7/1/18-3/31/19	Total
Fiscal Year	\$7,935	\$32,214	\$34,155	\$26,780	\$101,084

EASTSIDE HEAL ZONE (PHASE 2) AGREEMENT
(County of Riverside, Riverside University Health Systems - Public Health)

This EASTSIDE HEAL ZONE (PHASE 2) AGREEMENT (“**Agreement**”) is made and entered into effective as of April 1, 2016 (“**Effective Date**”), by and between RIVERSIDE COMMUNITY HEALTH FOUNDATION, a California nonprofit public benefit corporation (“**RCHF**”), and COUNTY OF RIVERSIDE, RIVERSIDE UNIVERSITY HEALTH SYSTEMS - PUBLIC HEALTH, a subdivision and Body Politic of the State of California (“**Contractor**”); with RCHF and Contractor sometimes referred to hereinafter as “**Party**” or “**Parties**”, as the case may be.

RECITALS

WHEREAS, RCHF and Contractor desire to increase opportunities for healthy eating and active living in the Eastside neighborhood of the City of Riverside (what commonly is referred to as the Eastside Healthy Eating Active Living (HEAL) Zone (“**Eastside Heal Zone**”)) through the implementation of environmental and policy changes, and reinforced through education and promotion as set forth in that certain Eastside HEAL Zone Community Action Plan (“**Eastside HEAL Zone CAP**”); and

WHEREAS, RCHF has received funding (“**Grant**”) from Kaiser Foundation Hospitals, a California nonprofit public benefit corporation (“**KFH**”), to achieve the following objectives within the Eastside HEAL Zone: implementing and promoting park improvements; implementing healthy eating and physical activity policies among faith-based organizations; implementing school district wellness policies; implementing the “Green Alleyway Project” (transforming two alleys into safe, green, community spaces); implementing HEAL Rx at two clinics and creating a referral and tracking system; improving healthy retail at four corner stores; expanding produce stands and a crop box program; creating and implementing a new system for enrollment and retention onto federal food programs at various community settings including clinics, child care centers, and the school district resource center; creating and implementing a sustainable local food hub to strengthen network of farmers and increase affordability; enhancing and coordinating youth service programs; and providing resident leadership development and resident engagement opportunities (collectively, “**Grant Objectives**”); and

WHEREAS, Contractor has the expertise, special knowledge, experience, and staff to provide the “**Services**” (as that term is defined in Section 2.1) and is able and willing to provide the Services within the Eastside HEAL Zone in furtherance of both the Eastside HEAL Zone CAP and the Grant Objectives.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions hereinafter set forth and in exchange for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Parties agree as follows:

1. Construction. The language of this Agreement shall be construed as a whole according to

its fair meaning and not strictly for or against any Party. Unless otherwise stated, all Recital, Section, and Schedule references in this Agreement are to this Agreement, and the Recitals and Schedules are incorporated in and made a part of this Agreement by this reference. All captions in this Agreement are used for reference purposes only and should be ignored in the interpretation of this Agreement.

2. Engagement for Services; Compensation and Payment.

2.1 Services. Effective as of the “**Commencement Date**” (as that term is defined in Section 4.1), RCHF hereby engages Contractor, and Contractor hereby agrees to be engaged, to perform pursuant to this Agreement the services (“**Services**”) described on Schedule 2.1. Contractor covenants and agrees not to perform any or all of the Services outside of the terms and conditions set forth in this Agreement. Contractor shall immediately notify RCHF in writing if it is unable to perform all or any portion of the Services.

2.2 Compensation and Payment. In consideration of the Services, Contractor shall be entitled to receive the compensation (“**Compensation**”), and the payment of the Compensation, as specified on Schedule 2.2. Contractor shall not be entitled to any compensation or other remuneration from RCHF, and RCHF shall not be obligated to pay any compensation or other remuneration to Contractor, except for, or in excess of, the Compensation.

3. Scope of Relationship.

3.1 Independent Contractor. It is understood and agreed that Contractor is an independent contractor, and that no relationship of employer-employee exists between RCHF and Contractor. Contractor shall be solely responsible for all salaries, wages, compensatory payments, taxes, professional insurance, worker’s compensation insurance, retirement, and other benefits and expenses of any kind or character incident to Contractor’s staffing (including employees, agents, independent contractors, and similar workers of Contractor and/or subcontractors, “**Contractor’s Staff**”) of any and all work (including the Services) pursuant to this Agreement, and RCHF shall not be required to make any federal, state, or local payroll or other tax-related deductions for or on behalf of Contractor and/or Contractor’s Staff. Contractor shall indemnify, defend, and hold RCHF harmless from any liability arising as a result of Contractor’s obligations under this Section 3.1.

3.2 Standard of Services. Contractor shall have control over and be responsible for any and all work (including the Services) performed pursuant to this Agreement; provided, however, that such work and Services shall, at all times, be provided only in a manner consistent with all federal, state, and local laws and regulations, and all federal, state, and local regulatory, licensing, and accrediting agencies, applicable to Contractor, Contractor’s Staff, and/or such work and Services, and, to the extent not inconsistent therewith, with community standards and practices applicable to Contractor, Contractor’s Staff, and/or such work and Services (collectively, “**Legal and Regulatory Requirements**”).

3.3 Licenses, Certifications, and Approvals. Contractor represents and warrants to RCHF that, as of the Commencement Date, it and Contractor’s Staff shall have all licenses and certifications from federal, state, and local regulatory, licensing, and accrediting agencies that are necessary and required for its performance of any and work (including the Services) required to

be performed pursuant to this Agreement, and covenants that, at all times during the Term, it and Contractor's Staff shall keep and maintain all such licenses and certifications current and in good standing. Contractor further represents and warrants to RCHF that, as of the Commencement Date, it and Contractor's Staff shall have all governmental approvals that are necessary and required for its performance of any and work (including the Services) required to be performed pursuant to this Agreement, and covenants that, at all times during the Term, it and Contractor's Staff shall keep and maintain all such approvals current and in good standing. Contractor shall immediately notify RCHF in writing of any license, certification, and/or approval contemplated by this Section 3.3 is not current and in good standing.

4. Term; Termination.

4.1 Term. The term ("**Term**") of this Agreement shall be for the thirty-six (36) month period commencing on April 1, 2016 ("**Commencement Date**"), and ending on April 1, 2019 ("**Expiration Date**"), unless sooner terminated pursuant to any of Sections 4.2, 4.3, and 4.4.

4.2 Self-Executing Termination. This Agreement shall automatically terminate upon any of the following occurrences: (i) Expiration Date; (ii) notice by KFH not to fund the Grant for the second (2nd) twelve (12) month period (April 1, 2017, through April 1, 2018) and/or the third (3rd) twelve (12) month period (April 1, 2018, through April 1, 2019); and (iii) notice by KFH that termination is necessary and required for compliance with any federal, state, and local law and/or regulation applicable to KFH or the Grant.

4.3 Termination by RCHF. RCHF shall have the right to terminate this Agreement as follows: (i) without cause upon thirty (30) days written notice to Contractor stating the effective date of such termination; (ii) immediately with "**Cause**" (as that term is defined below in Section 4.5); or (iii) notice by RCHF that termination is necessary and required for compliance with any federal, state, and local law and/or regulation applicable to RCHF (including its status as a California nonprofit public benefit corporation exempt from federal income tax as a 501(c)(3) organization under the Internal Revenue Code of 1986, as amended ("**Tax Exempt Status**")), this Agreement, and/or performance of this Agreement by either Party.

4.4 Termination by Contractor. RCHF shall have the right to terminate this Agreement as follows: (i) without cause upon thirty (30) days written notice to RCHF stating the effective date of such termination; (ii) immediately with Cause; or (iii) notice by Contractor that termination is necessary and required for compliance with any federal, state, and local law and/or regulation applicable to Contractor (including its Tax Exempt Status), this Agreement, and/or performance of this Agreement by either Party.

4.5 Definition of Cause. As used in this Agreement, the term "**Cause**" means any of the following: (i) the use of all or any portion of the Compensation (A) except in support of the Eastside HEAL Zone CAP and the Grant Objectives, and/or (B) to support a political campaign, support or attempt to influence any government legislation (except making available the results of non-partisan analysis, study, or research), and/or grant an award to another party or for any purpose other than one specified in Section 170(c)(2)(b) of the Internal Revenue Code of 1986, as amended; (ii) the occurrence of any material breach of or default under this Agreement by the other Party, provided, however, that the Party not in breach or default serves written notice of such breach or

default and the Party in breach or default fails to cure the breach or default within thirty (30) days from the date of receipt of such notice to cure the breach or default (it being understood and agreed by Contractor that the foregoing thirty (30) day cure period shall not bear on RCHF's rights under Section 5.1); (iii) the occurrence of an event of fraud or dishonesty by the other Party; (iv) a willful breach of this Agreement by the other Party; (v) the unwillingness or inability, for any reason, of the other Party to perform under this Agreement; (vi) the insolvency or filing of bankruptcy by the other Party; or (vii) the change in the organizational structure of the other Party, provided, however, that such change has a material adverse effect on the ability of the other Party to perform under this Agreement.

4.6 Obligations of the Parties upon Termination. Upon the termination of this Agreement: (i) Contractor shall cease all work (including the Services) performed pursuant to this Agreement as of the effective date of such termination; (ii) Contractor's rights under this Agreement, except as provided in Section 4.6(vi), shall cease as of the effective date of such termination; (iii) Contractor shall transfer and deliver, as and in the manner requested by RCHF, any materials, reports, or other products (in whatever form or media), obtained or prepared however relating to the work (including the Services) performed pursuant to this Agreement; (iv) Contractor shall transfer and deliver, as and in the manner requested by RCHF, any materials, reports, or other products (in whatever form or media), which, without regard to the termination, would have been required to be furnished to RCHF pursuant to the Agreement; (v) Contractor shall maintain for a period of not less than five (5) years after the end of the Term copies of all other records (operational, financial, or otherwise) not described in the immediately preceding clauses (iii) and (iv) of this Section 4.6, and, to the extent allowable by applicable law, shall provide all such other records to RCHF as may be necessary for the defense of a lawsuit or, in the reasoned judgment of counsel, for any other legal purpose; and (vi) subject to Section 5.1, Contractor shall be entitled to payment of Compensation for Services performed up to the effective date of such termination.

5. Further Agreements.

5.1 Return of Compensation. Notwithstanding any provision in this Agreement to the contrary, RCHF, in its absolute and sole discretion, reserves the right to (i) discontinue, modify, or withhold any payment (including the payment of Compensation) to be made under this Agreement, and/or (ii) require a total or partial return of any amounts paid (including paid Compensation) upon termination of this Agreement pursuant to any of: Section 4.2(iii); Section 4.3(ii) and (iii); and Section 4.4(iii).

5.2 Records, Audits, and Site Visits. RCHF and KFH each is authorized to conduct audits, including on-site audits at any time during the Term and within five (5) years after completion of the Services. Contractor shall allow RCHF and KFH, including its respective representatives, at its request, to have reasonable access during regular business hours to Contractor's files, records, accounts, personnel, and clients or other beneficiaries for the purpose of making such audits, verifications, or program evaluations as deemed necessary or appropriate concerning the Services. Contractor shall maintain accounting records sufficient to identify the Services and to whom and for what purpose the Compensation was expended for at least five (5) years after the end of the Term.

5.3 Written Reports. Contractor shall submit written progress reports to RCHF in form satisfactory to RCHF and in accordance with the due dates set forth on Schedule 5.3. Contractor shall be primarily responsible for the content of such reports.

5.4 No Financial Obligation. Unless otherwise expressly provided for in this Agreement, each Party agrees that it shall not incur, and shall prohibit any person acting for or on its behalf from incurring, any financial obligation for or on behalf of the other Party.

5.5 Conflict of Interest. The Parties, and their respective employees or agents, hereby covenant and agree not to have any interest, and not to acquire any interest, direct or indirect, which will conflict in any manner or degree with the transactions contemplated by this Agreement.

5.6 Administration by Contractor. Contractor shall designate a person on Schedule 5.6 who shall administer this Agreement on behalf of Contractor.

5.7 Identification of KFH. Contractor shall identify KFH as a supporting organization in all published material relating to, and, whenever possible and appropriate, publicly acknowledge KFH regarding, the subject matter of this Agreement and the Services.

5.8 OSHA Regulations. Contractor certifies awareness of the Occupational Safety and Health Administration (OSHA) of the United States Department of Labor, the derivative Cal/OSHA standards and laws and regulations relating thereto, and shall comply therewith as to all relative elements under this Agreement.

5.9 Equal Employment Opportunity. Contractor agrees to comply with and be bound by the nondiscrimination and affirmative action clauses contained in: Executive Order 11246, as amended, relative to equal opportunity for all persons without regard to race, color, religion, sex, or national origin; the Vocational Rehabilitation Act of 1973, as amended, relative to the employment of qualified handicapped individuals without discrimination based upon their physical or mental handicaps; the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, relative to the employment of disabled veterans and veterans of the Vietnam Era, and the implementing rules and regulations prescribed by the Secretary of Labor in Title 41, Part 60 of the Code of Federal Regulations.

5.10 Immigration Act Requirements. Grantee shall comply during the Term with the provisions of the Immigration Reform and Control Act of 1986 and any regulations promulgated thereunder. Contractor hereby certifies that it has obtained, and covenants that it will obtain, a properly completed Employment Eligibility Certificate (INS Form I-9) for each worker performing work (including the Services) pursuant to this Agreement.

6. Confidentiality.

(a) Each Party (and its employees, agents, and/or contractors) shall maintain the confidentiality of all client and/or the other Party information in accordance with all applicable Legal and Regulatory Requirements regarding the confidentiality of such information. Each Party (and its employees, agents, and/or contractors) shall not divulge such confidential information to any third party without the client's or the other Party's prior written consent, except, as to clients,

as required by Legal and Regulatory Requirements applicable to such client and/or such disclosure.

(b) Except as necessary in this Agreement's performance, or as authorized in writing by a Party or by law, the Parties (and its employees, agents, and/or contractors) shall not disclose to any person, institution, entity, company, or any other party, any proprietary business information directly or indirectly related to a Party that another Party (or its employees, agents, and/or contractors) receives under this Agreement, or about which it otherwise is aware. The Parties (and its employees, agents, and/or contractors) also agree not to disclose, except to each other, another Party's proprietary information, professional secrets or other information obtained under this Agreement ("**Confidential Information**"), unless a Party receives prior written authorization to do so from another Party, or as authorized by law. Nothing contained herein shall be construed to prohibit any appropriate government official from obtaining, reviewing, and auditing any information, record, data, and data elements to which he/she or his/her agency lawfully is entitled. Each Party shall ensure that its employees or agents cease using any other Party's Confidential Information and return any Confidential Information in its/his/her/their possession to the appropriate Party immediately upon termination of its/his/her/their participation hereunder. Each Party hereto acknowledges and agrees that upon this section's breach by another Party, neither it nor its successor will have any adequate remedy at law and, therefore, each Party, and/or its successor, is entitled to injunctive relief in addition to any other available remedies. This Section 7(b) shall survive any termination of this this Agreement.

(c) The Parties shall ensure that its employees, agents, and/or contractors are aware of and shall comply with the confidentiality obligations set forth in this Section 6.

7. Insurance. Contractor shall obtain and maintain in compliance with all Legal and Regulatory Requirements and during the Term the insurance described on Schedule 7. All such insurance, except for workmen's compensation insurance, shall name RCHF as an additional insured.

8. Indemnification.

(a) Contractor shall defend, indemnify, and hold RCHF, including its directors, officers, employees, agents, successors, and assigns, harmless from and against any and all "**Damages**" (as that term is defined in Section 8(c)) suffered or incurred by RCHF in whole or in part as a result of: (i) any inaccuracy in or breach of any representation or warranty made by Contractor in this Agreement; (ii) any breach by Contractor of, or failure by Contractor to comply with, any of its covenants or obligations under this Agreement, including the obligations of Contractor under this Section 8(a); and (iii) any claim related to the Services required to be rendered under this Agreement.

(b) RCHF shall defend, indemnify, and hold Contractor, including its directors, officers, employees, agents, successors, and assigns, harmless from and against any and all Damages suffered or incurred by Contractor in whole or in part as a result of: (i) any inaccuracy in or breach of any representation or warranty made by RCHF in this Agreement; and (ii) any breach by RCHF of, or failure by RCHF to comply with, any of its covenants or obligations under this Agreement, including the obligations of RCHF under this Section 8(b).

(c) The term “**Damages**” means, in the broadest sense, all liabilities, demands, claims, actions or causes of action, regulatory, legislative or judicial proceedings or investigations, assessments, levies, encumbrances, losses, fines, penalties, interest, damages, costs and expenses, including, without limitation: (i) reasonable attorneys’, accountants’, investigators’, and experts’ fees and expenses sustained or incurred in connection with the defense or investigation thereof; (ii) all amounts paid in settlement thereof; (iii) costs and expenses reasonably incurred to bring the Premises into compliance with any laws, regulations, ordinances and the like, including, without limitation, environmental laws; and (iv) any and all reasonable costs and expenses (including reasonable attorneys’ fees and expenses) arising from any Damages or incurred in an investigation and defense, or in enforcing the indemnification provisions of this Agreement. The term “Damages” also includes, expressly, those Damages that arise as a result of strict liability.

9. Dispute Resolution.

9.1 General Rule. Any dispute arising under this Agreement first shall be resolved by informal discussions between RCHF and Contractor, subject to good cause exceptions, including, without limitation, disputes determined by any Party to require immediate relief (*i.e.*, circumstances under which an extended resolution procedure might endanger a client’s safety or where a temporary restraining order or preliminary injunction is required). Any dispute not resolved by informal discussions between the RCHF and Contractor within a reasonable time following the commencement of such discussions (not to exceed thirty (30) days), shall be resolved as set forth elsewhere in this Section 9.

9.2 Waiver of Trial by Jury. EACH PARTY WAIVES ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT.

9.3 Arbitration. Any dispute arising out of or relating to this Agreement, or the breach, termination or the validity hereof, that is not resolved under Section 9.1 shall, subject to good cause exceptions, including, without limitation, disputes determined by any Party to require immediate relief (*i.e.*, circumstances under which an extended resolution procedure might endanger patients’ health and safety or where a temporary restraining order or preliminary injunction is required), be settled by arbitration in accordance with the then current End Dispute Judicial Arbitration and Mediation Services (JAMS) rules for arbitration of business disputes by a sole arbitrator who shall be a former superior court or appellate court judge or justice with experience in resolving business disputes. The arbitration shall be governed by the California Code of Civil Procedure Section 1280 *et seq.*, and the Parties intend this procedure to be specifically enforceable in accordance with such provisions. The place of arbitration shall be in Riverside County, State of California. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. THE ARBITRATOR IS NOT EMPOWERED TO AWARD DAMAGES IN EXCESS OF COMPENSATORY DAMAGES AND EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT TO RECOVER SUCH DAMAGES (INCLUDING, WITHOUT LIMITATION, PUNITIVE DAMAGES) IN ANY FORUM. The arbitrator may award equitable relief in those circumstances where monetary damages would be inadequate; provided, however, that if the arbitrator determine he or she is without power to make such equitable findings, then the Parties may seek equitable relief in a court of competent jurisdiction, anything in this Agreement to the contrary notwithstanding. The arbitrator shall be required to follow the applicable law, and award attorneys’ fees and costs, as set forth in Section 9.4, to the prevailing Party in such arbitration.

Notwithstanding this Section 9.3 or any provision elsewhere in this Agreement, arbitration shall not apply to any matter for which the California Attorney General has exclusive jurisdiction, whether by force of law or pursuant to any of the Parties' Articles of Incorporation or Bylaws, as amended from time to time.

9.4 Governing Law; Venue; Attorneys' Fees and Costs. It is the intention of the Parties that the laws of the State of California shall govern the validity of this Agreement, the construction of its terms, and the interpretation of the rights and duties of the Parties, without regard to conflicts of law principles. Subject to Section 9.3, any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be brought against any of the Parties in the courts of the State of California, County of Riverside, or, if it has or can acquire jurisdiction, in the United States District Court for the Central District of California, and each of the Parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on any Party anywhere in the world. The prevailing Party in any such action or proceeding shall be entitled to its costs and reasonable attorneys' fees.

10. Miscellaneous.

10.1 Authority.

(a) Each individual executing this Agreement represents that the execution and delivery of this Agreement by and on behalf of such Party is duly authorized by all required and necessary corporate action, and that this Agreement is binding upon such Party in accordance with its terms.

(b) Each Party to this Agreement hereby acknowledge and agree that (i) it is of equal bargaining strength with the other Party, (ii) it has actively participated in the drafting, preparation and negotiation of this Agreement, (iii) it has consulted with its own, independent counsel, and such other professional advisors as it has deemed appropriate, relative to any and all matters contemplated under this Agreement, (iv) it and its counsel and advisors have reviewed this Agreement, (v) it has agreed to enter into this Agreement following such review and the rendering of such advice, and (vi) any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement, any portions of this Agreement, or any amendments to this Agreement.

10.2 No Joint Venture. Neither this Agreement nor any provision in this Agreement shall be construed to constitute a joint venture or partnership or other similar arrangement between RCHF and Contractor. Nor shall this Agreement be construed to authorize any Party to act for and on behalf of the other Party except as expressly stated in this Agreement.

10.3 Entire Agreement. This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements or understandings, if any, relating to the subject matter hereof. This Agreement may not be changed orally, but only by an agreement in writing signed by the Party against whom enforcement of any waiver, change, modification, extension, or discharge is sought.

10.4 Waiver.

(a) The failure of either Party to enforce, at any time, any of the provisions hereof shall not be construed to be a waiver of any such provisions or the right of either Party to thereafter enforce such provisions. No waiver shall be valid unless in writing and signed by the Party against whom enforcement of any waiver is sought.

(b) The acceptance by RCHF of Contractor's performance under this Agreement shall not operate as a release of Contractor's obligation to fully comply with this Agreement.

10.5 Severability. Should any provision of this Agreement be held by a court of competent jurisdiction to be either invalid or unenforceable, the remaining provisions of this Agreement shall remain in effect, unimpaired by the holding.

10.6 Amendments and Assignments.

(a) This Agreement may be modified only in writing and only if signed by the Parties at the time of the modification.

(b) This Agreement may not be assigned by either Party, in whole or in part, without the prior written consent of the other Party. Any attempted assignment in violation of this Section 10.6(b) shall be void.

10.7 Binding Effect. Subject to the other provisions of this Agreement, this Agreement shall bind the heirs, executors, administrators, personal representatives, successors, and assigns of RCHF and Contractor. Nothing in this Agreement, however, shall be construed to confer upon any person other than RCHF and Contractor any rights or remedies under this Agreement.

10.8 Payments and Notices. Any payments, notices, requests, demands, or other communications required or given under this Agreement shall be in writing and shall be hand delivered, or mailed, postage prepaid, first class, or by electronic mail (Email) (with the original thereof mailed not later than twenty-four (24) hours thereafter if requested by the receiving Party), as follows:

If to RCHF: Riverside Community Health Foundation
4445-A Magnolia Avenue
Riverside, California 92501
Attn: Ninfa E. Delgado, Vice President and COO
Email: Ninfa@RCHF.ORG

If to Contractor: Riverside University Health Systems - PH
Post Office Box 7600
Riverside, California 92503-7600
Attn: Gayle Hoxter, MPH, RD, Public Health
Program Chief II
Email: GHoxter@rivcocha.org

10.9 Force Majeure. Neither Party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or other interruption of service resulting, directly or indirectly, from acts of God.

10.10 Counterparts and Facsimile and Email pdf Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Each Party hereby agrees to accept and rely upon “facsimile” and/or “Email pdf” signatures of this Agreement and all documents given pursuant to this Agreement and to provide each other Party with such documents bearing the original signatures within three (3) business days following transmission by facsimile and/or Email; it being understood and agreed that the failure by a Party to so deliver original signatures within said three (3) business day period shall not affect the validity or enforceability of this Agreement and such Party hereby waives any defenses to the enforcement of any terms or conditions of this Agreement based on the form of signature.

10.11 Time of Essence. Time is of the essence with respect to the performance of every provision of this Agreement in which time of performance is a factor.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

[rest of page intentionally blank — signatures follow on next page]

(“RCHF”):

Riverside Community Health Foundation
a California nonprofit public benefit corporation

By: _____
Name: Daniel Anderson, D. Min.
Its: President and CEO

(“Contractor”):

**County of Riverside, Riverside University Health
Systems - Public Health**
a political subdivision and Body Politic of the State of
California

By: _____
Name: John J. Benoit
Its: Chairperson, Board of Supervisors

FOR APPROVED COUNTY COUNSEL
BY: Neal R. Kipnis 7/11/11
NEAL R. KIPNIS DATE

LIST OF SCHEDULES

Schedule	Description
2.1.....	Services
2.2.....	Compensation
5.3.....	Written Reports
5.6.....	Contractor Designated Representative
7.....	Insurance

SCHEDULE 2.1

Services

Implementation of the Corner Stores and Produce Hub Development Component
as Stated in the Eastside HEAL Zone CAP

Strategy 1:

Provide local food options for residents and provide education and promotion activities to increase knowledge of healthy eating and local resources.

Outcomes:

1. Increased access to fruits and vegetables
2. Increased awareness, knowledge, skills and motivation to recognize and make healthy behavioral choices
3. Increased collaboration among community partners

Activities:

1. Continue corner store work
2. Support the existing 2 corner stores via the DOPH NEOP program in-kind
Consistent visits will be established to provide assistance and support for the store owners regarding marketing specifically to consumers' demographics, connecting stores to the produce hub to purchase local seasonal produce and external and internal market esthetics
3. Identify 1-2 additional corner stores to work with on makeover process. Review NEOP CX3 results to identify 1-2 new corner stores to provide technical assistance and resources to make the conversion changes and the connections necessary to offer fresh local produce at reasonable prices
4. Create and implement a sustainable local food hub to strengthen network of farmers, reduce pricing, and offer affordable prices to residents
5. Assist local produce provider to develop a food hub system, creating a network of local farmers to determine community driven crops to grow each season, develop an ordering and purchasing system, and create a network of wholesale buyers

Strategy 2:

Create and implement a new system for enrollment and retention onto federal food programs at various places where residents live, worship, play and work.

Outcomes:

1. Maximize outreach, enrollment, retention and utilization in federal food programs

Activities:

1. Processes will be reviewed and modified to create simple policies and procedures to assist partner organizations in helping the families they serve obtain Cal Fresh, WIC and Medi-Cal
2. Partner organizations (Health Care Clinics, Faith-Based organizations, PRNCS, WIC,

Schools, *etc.*) will be trained on how to easily begin the qualification and enrollment process for the social service/food assistance programs via Riverside County's Department of Social Services "C4Yourself" and Department of Public Health's "Riv Hero" websites

3. Department of Public Health staff will train partner staff on how to easily access the Riv Hero website
4. Department of Social Services staff will continue to train partner staff on how to easily access the C4Yourself website
5. Collaborate closely with the Feed America Food Bank in assisting with healthy food donation policies and with training food bank and food pantry staff on beginning enrollments for Cal Fresh, Medi-Cal and WIC for the families needing emergency food assistance
6. A Community Resource Center will be established at the Bobby Bonds Park, which will be a one stop shop hub in the Eastside to connect residents to all services

The implementation and management of these strategies shall include a Nutritionist who shall lead the corner store makeover projects, the creation and implementation of a sustainable local food hub to strengthen network of farmers, reduce pricing, and offer affordable prices to residents and assist in the creation and implementation of a new system for enrollment and retention onto federal food programs at various places where residents live, worship, play and work.

The Branch Chief will oversee the work of the Nutritionist actively working on the project and be a liaison between the Eastside HEAL Zone and the Riverside Food System Alliance.

SCHEDULE 2.2

Compensation

A. Compensation: Funding to be used for:

1. Nutritionist (25%); Operating Expenses (at \$5,400/year); and Indirect Costs (not to exceed 15%)

Year 1 (04/01/16 – 03/31/17): \$31,740
Year 2 (04/01/17 – 03/31/18): \$33,637
Year 3 (04/01/18 – 03/31/19): \$35,707

B. Payment Schedule: Payment will be made on a semi-annual basis:

04/01/16 – 09/30/16 due October 15, 2016
10/01/16 – 03/31/17 due April 15, 2017
04/01/17 – 09/30/17 due October 15, 2017
10/01/17 – 03/31/18 due April 15, 2018
04/01/18 – 09/30/18 due October 15, 2018
10/01/18 – 03/31/19 due April 15, 2019

C. Reporting: Narrative reports must accompany all invoices submitted, highlighting progress made on strategies completed. Contractor expenses eligible for reimbursement must meet criteria and comply with reimbursement terms provided by RCHF. All contract funds shall be restricted to expenses in accordance with the terms and intent of this Agreement.

D. Invoices: Invoices shall be in the form as required by RCHF and forwarded for RCHF's review and approval to:

Riverside Community Health Foundation
Attn: Ninfa E. Delgado, Vice President/COO
4445-A Magnolia Avenue
Riverside, California 92501

E. Maximum Compensation: The maximum Compensation payable under this Agreement shall not exceed One Hundred One Thousand, Eighty-Four and ⁰⁰/₁₀₀ Dollars (\$101,084.00).

SCHEDULE 5.3

Written Reports

A. Required Content:

As required by Kaiser Foundation Hospitals

B. Due Dates:

04/01/16 – 09/30/16 due October 15, 2016
10/01/16 – 03/31/17 due April 15, 2017
04/01/17 – 09/30/17 due October 15, 2017
10/01/17 – 03/31/18 due April 15, 2018
04/01/18 – 09/30/18 due October 15, 2018
10/01/18 – 03/31/19 due April 15, 2019

SCHEDULE 5.6

Contractor Designated Representative

NAME: Gayle Hoxter, MPH, RD
Public Health Program Chief II

EMAIL: GHoxter@rivcocha.org

TEL: (951) 358-5311

FAX: (951) 358-5472

SCHEDULE 7

Insurance

Throughout the Term, Contractor shall procure and maintain, and pay all premiums, fees, and charges of any and all insurance set forth on this Schedule 7. RCHF shall not be required to carry any insurance with respect to the subject matter of this Agreement.

Contractor shall obtain and maintain in effect during the Term, the following forms of insurance coverage issued by insurance carriers which are authorized to transact business in California:

- (i) workers' compensation and employer's liability insurance issued for protection of all employees engaged in any activity with respect to the subject matter of this Agreement;
- (ii) commercial general liability insurance with a minimum combined bodily injury and property damage limit of not less than the greater of \$5,000,000 or the amount required by applicable Legal and Regulatory Requirements per occurrence, with such insurance including the following coverages with respect to activities with respect to the subject matter of this Agreement: (A) products and completed operations; (B) blanket contractual liability (including, without limitation, with respect to the indemnities given to the RCHF indemnified parties in Section 8(b)); (C) premises and operations; and (D) broad form property damage, and written on an occurrence basis (and not on a claims made basis), and being primary and noncontributing with any insurance that may be carried by RCHF;
- (iii) professional errors and omissions liability for consultants only with a limit of not less than \$1,000,000 per occurrence; and
- (iv) vehicle liability for bodily injury with a limit of not less than \$2,000,000 per occurrence.

In addition, Contractor shall obtain and shall keep in force at all times during the Term fire and extended coverage against the loss of or damage to the premises and any fully completed Improvements on the premises for any activity conducted on the premises with respect to the subject matter of this Agreement.

Contractor shall cause its agents, contractors (including, without limitation, Contractor's Staff), subcontractors and other authorized representatives to obtain and maintain in effect appropriate levels of coverage insuring their respective activities with respect to the subject matter of this Agreement. Prior to the Commencement Date, Contractor shall deliver to RCHF a certificate of insurance with respect to the insurance required on this Schedule 7, which certificate shall provide that the coverage therein evidenced shall not be terminated, amended or canceled, except by written notice to RCHF at least thirty (30) days prior to the effective date thereof, regardless of whether such termination, amendment or cancellation is initiated by Contractor or the insurance carrier.

Community Benefit Grants Program Budget

Organization Name: Department of Public Health
 HEAL Zone Phase 2 - Healthy Food Access:
 Project Title: Corner Stores and Produce Hub Development

	Request from Kaiser Foundation Hospitals			In-Kind Contribution			Other Sources of Income			TOTAL BUDGET
	Year 1 4/1/2016 3/31/2017	Year 2 4/1/2017 3/31/2018	Year 3 4/1/2018 3/31/2019	Year 1 4/1/2016 3/31/2017	Year 2 4/1/2017 3/31/2018	Year 3 4/1/2018 3/31/2019	Year 1 4/1/2016 3/31/2017	Year 2 4/1/2017 3/31/2018	Year 3 4/1/2018 3/31/2019	4/1/2016 3/31/2019
PERSONNEL/STAFFING (List title and % on project)										
1 Nutritionist - 25% (In-kind 20%)	\$ 14,800.00	\$ 15,900.00	\$ 17,100.00	\$ 11,800.00	\$ 12,700.00	\$ 13,700.00				\$ 86,000.00
2 Nutrition Services Branch Chief (In-Kind 5%)				\$ 5,840.50	\$ 6,278.55	\$ 6,747.95				
3										
4										
Subtotal, Personnel/Staffing	\$ 14,800.00	\$ 15,900.00	\$ 17,100.00	\$ 17,640.50	\$ 18,978.55	\$ 20,447.95		\$ -	\$ -	\$ 104,867.00
Benefits (50 % of Personnel)	\$ 7,400.00	\$ 7,950.00	\$ 8,550.00							\$ 23,900.00
TOTAL, PERSONNEL	\$ 22,200.00	\$ 23,850.00	\$ 25,650.00	\$ 17,640.50	\$ 18,978.55	\$ 20,447.95		\$ -	\$ -	\$ 128,767.00
PROGRAM/OPERATING										
Office Supplies	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00							
Communications (e.g., printing, copying)	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00							\$ 4,500.00
Postage										
Telephone	\$ 100.00	\$ 100.00	\$ 100.00							\$ 300.00
Local Travel	\$ 500.00	\$ 500.00	\$ 500.00							\$ 1,500.00
Rent	\$ 300.00	\$ 300.00	\$ 300.00							\$ 900.00
Other:										
1 Internal and External Physical Improvement for markets	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00							
2										
3										
TOTAL, PROGRAM	\$ 5,400.00	\$ 5,400.00	\$ 5,400.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 16,200.00
INDIRECT/OVERHEAD:										
15 % of Expenses	\$ 4,140.00	\$ 4,387.50	\$ 4,657.50							\$ 13,185.00
Subcontracts										
Capital/Equipment										
TOTAL, INDIRECT	\$ 4,140.00	\$ 4,387.50	\$ 4,657.50	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,185.00
TOTAL (Personnel + Program + Indirect)	\$ 31,740.00	\$ 33,637.50	\$ 35,707.50	\$ 17,640.50	\$ 18,978.55	\$ 20,447.95	\$ -	\$ -	\$ -	\$ 158,152.00

Created 07/03/2012
 Kaiser Foundation Hospitals, Southern California Region

* Note: It is the policy of Kaiser Foundation Hospitals that administrative overhead or indirect costs up to a maximum of 15 percent of total direct costs will be allowed. The following items must be omitted from the total direct costs calculation: subcontracts, capital improvements, and equipment purchases.