

FORM APPROVED COUNTY COUNSEL
 BY: GREGORY P. PRIAMOS DATE: 5/4/15

Departmental Concurrence

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

209




FROM: Riverside County Regional Medical Center

SUBMITTAL DATE:
 April 28, 2015

SUBJECT: Acceptance of grant funds of \$800,000 from the San Manuel Band of Mission Indians to offset the cost for the purchase of Magnetic Resonance Imaging (MRI) and Computed Tomography (CT) Scanners for use at Riverside County Regional Medical Center; approve the agreement; and, approval of the installation of a plaque recognizing San Manuel Band of Mission Indians for their contribution toward the purchase of the equipment. District 5 [\$800,000] Hospital Enterprise Fund

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the acceptance of funds from Riverside County Regional Medical Center Foundation received via a grant from the San Manuel Band of Mission Indians in the amount of \$800,000, to be used specifically and solely toward the purchase and installation of MRI/CT scanner equipment;
2. Approve the Agreement between the County and Riverside County Regional Medical Center Foundation for the transfer of grant funds from San Manuel Band of Mission Indians; and,
3. Approve installation of an artistic plaque recognizing the Tribe for its contribution. The location and design will be agreed upon by representatives of the hospital and the Tribe.


 Zareh H. Sarratian, Hospital CEO

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 800,000	\$	\$ 800,000	\$	Consent <input type="checkbox"/> Policy <input type="checkbox"/>
NET COUNTY COST	\$	\$	\$	\$	

SOURCE OF FUNDS: Grant Funds from the San Manuel Band of Mission Indians
 Budget Adjustment: Yes
 For Fiscal Year: FY 14/15

C.E.O. RECOMMENDATION: APPROVE
 BY: Christopher M. Hans
 County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Benoit, seconded by Supervisor Ashley and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Washington, Benoit and Ashley
 Nays: None
 Absent: Tavaglione
 Date: May 19, 2015
 xc: RCRMC

Kecia Harper-Ihem
 Clerk of the Board
 By: [Signature]
 Deputy

Prev. Agn. Ref.: 7/29/14 3-47 | District: 5 | Agenda Number:

3-23

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

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Acceptance of grant funds of \$800,000 from the San Manuel Band of Mission Indians to offset the cost for the purchase of Magnetic Resonance Imaging (MRI) and Computed Tomography (CT) Scanners for use at Riverside County Regional Medical Center; approve the recognizing San Manuel Band of Mission Indians for their contribution toward the purchase of the equipment.**

District 5 [\$800,000] Hospital Enterprise Fund

DATE: April 28, 2015

PAGE: 2 of 2

BACKGROUND:

Summary (continued)

On July 29, 2014 item 3-47, the Board approved the selection of General Electric Healthcare as the vendor for the Radiology Suites Modification Project at RCRMC. At that time, RCRMC Foundation was actively seeking donations to offset some of the estimated \$3.5 million in project costs. The Foundation was successful in its application and the San Manuel Band of Mission Indians awarded \$800,000.

The \$800,000 in funding from the San Manuel Band of Mission Indians will be transferred in total amount from the Riverside County Regional Medical Center Foundation to the County of Riverside's Hospital Enterprise Fund. The total \$800,000 from the tribe is to be used solely and specifically for the purchase of new MRI and CT Scanners for the hospital.

RCRMC has sufficient appropriations therefore a budget adjustment is not needed.

AGREEMENT BETWEEN THE COUNTY OF RIVERSIDE
AND THE RCRMC FOUNDATION FOR TRANSFER OF GRANT FUNDS
FROM THE SAN MANUEL BAND OF MISSION INDIANS

In order to implement the grant funds provided by the San Manuel Band of Mission Indians, the County of Riverside ("County"), on behalf of its Riverside County Regional Medical Center ("RCRMC"), and the Riverside County Regional Medical Center Foundation ("Foundation") agree as follows:

The San Manuel Band of Mission Indians has provided a grant in the amount of \$800,000 to the Foundation as described in the Grant Agreement attached as Exhibit A. Pursuant to the terms stated in this agreement, the Foundation will transfer these funds to the County to accomplish the purposes stated in the Grant Agreement.

The Foundation agrees to take the following actions:

- Pay the grant funds to the County for use at RCRMC as described in the Grant Agreement. Following payment of the funds, the Foundation shall have no further obligation under this Agreement.

The County agrees to take the following actions:

- Accept the grant funds from the Foundation for the use at RCRMC as stated in the Grant Agreement.

This agreement contains all of the terms agreed upon the parties related to the Grant Agreement. This agreement may be changed only by an amendment signed by authorized representatives of both parties.

County of Riverside

By: Marion Ashley Dated: MAY 19 2015
MARION ASHLEY
Chairman, Board of Supervisors

ATTEST:
KECIA HARPER-IHEM, Clerk
By: [Signature]
DEPUTY

Riverside County Regional Medical Center Foundation

By: Jeri Vaughan Dated: 4-20-2015
Executive Director, Jeri Vaughan

FOR APPROVED COUNTY COUNSEL
BY: [Signature] DATE

MAY 19 2015 3-23

RESTRICTED GRANT AGREEMENT
Riverside County Regional Medical Center Foundation

This Restricted Grant Agreement (this "Agreement") is entered into and made effective this February 19, 2015 (the "Effective Date") between Riverside County Regional Medical Center Foundation, a 501(c)(3) public charity ("Grantee"), located at 26520 Cactus Avenue, Moreno Valley, CA 92555, and the San Manuel Band of Mission Indians, a federally recognized Indian Tribe ("Tribe" and with Grantee collectively, the "Parties"), located at 26569 Community Center Drive, Highland, CA, 92346.

I. **GRANTEE'S STATUS.** This grant is specifically conditioned upon Grantee's status as an eligible grantee of Tribe in accordance with this Section. Grantee warrants and represents that it is a tax-exempt organization under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (hereinafter "Code"), and is not a private foundation as defined in Section 509(a) of the Code. Grantee has provided Tribe 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 Tribe immediately of any actual or proposed change in tax status.

II. **PURPOSE OF GRANT.** The Parties acknowledge and agree that the purpose of Tribe's Grant (as defined below) is to provide funding in support of Riverside County Regional Medical Center Foundation's MRI and CT Scanner Replacement Project (hereinafter "Grant Project"). Grantee is strongly encouraged to provide supplemental financial and other institutional support to extend the scope and success of each of the initiatives of the Grant Project.

The Grant is made only for the specific charitable purposes described in this Agreement. The grant funds, which includes any interest earned on the funds (hereinafter collectively referred to as "Grant"), may not be used for any other purpose without prior written approval from Tribe.

III. **OBJECTIVES OF GRANT PROJECT**

a. **Objectives.** Grantee shall undertake the following within 24 months of receiving the Grant unless Tribe agrees in writing to alternative timelines:

1. Secure additional funding needed to purchase Magnetic Resonance Imaging (MRI) and Computed Tomography (CT) Scanners for use at Riverside County Regional Medical Center ("RCRMC"). In the event Grantee is not able to secure the funding needed to purchase the equipment, RCRMC will cover the shortfall through a financed purchase.

2. Purchase MRI and CT Scanners for treatment of patients at RCRMC

3. Retrofit both the MRI room and the CT room at RCRMC to accommodate the specifications of the new MRI and CT Scanners. RCRMC will assume all costs for the construction to retrofit each room.

4. Install MRI and CT Scanners in retrofitted MRI and CT rooms at RCRMC

5. An estimated 2 MRI technicians and 2 CT Technicians employed by RCRMC will attend a 1 week training course provided by General Electric Training Facility on proper use of the new MRI and CT scanners

6. An estimated 5 MRI Technicians and 7 CT Technicians employed by RCMRC will receive approximately 1-2 weeks of on-site training at RCRMC by General Electric on proper use of the new MRI and CT scanners

IV. RECOGNITION. In honor of the Tribe's Grant in support of the Grant Project, Grantee will provide recognition as follows:

a. Display a plaque on wall near the MRI and CT rooms at RCRMC that will acknowledge the Tribe's Grant. Language, font and size of plaque to be mutually agreed upon by the Tribe and Grantee in compliance with Riverside County Policy H-16.

b. Acknowledge Grant through such means as a press release, presentation and on website

V. AMOUNT AND PAYMENT OF GRANT. The Parties agree the Grant amount is Eight Hundred Thousand Dollars (\$800,000.00) payable within 90 days of Tribe's receipt of this fully executed Agreement and will be used as follows:

a. To purchase Magnetic Resonance Imaging and Computed Tomography Scanners for treatment of patients at RCRMC

VI. PERIOD OF GRANT; TERM OF AGREEMENT. The Grant will be applied to specific items for the period from Effective Date through *February 19, 2017* ("Execution Period"). No applications for new support will be accepted from Grantee until the conclusion of the Execution Period.

VII. 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 will spend the Grant only for the purposes of funding the Grant Project as described above.

2. Prohibited Uses. Grantee will not use any of the Grant in a manner inconsistent with Section 501(c)(3) of the Code, including:

(a) carrying on propaganda, or otherwise attempting 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 Tribe.** No part of this Grant may be paid to any director, officer, employee or citizen (or their family members) of Tribe for any purpose.

b. **Return of Funds.** Grantee shall return to Tribe any and all Grant funds under the following conditions:

1. If Tribe, in its reasonable discretion, determines that Grantee has not performed in accordance with this Agreement; or

2. Any portion of the Grant is not used for the Grant Project.

c. **Records, Audits, Site Visits.** The Grant provided by Tribe will be accounted for separately in Grantee's books and records. A systematic accounting record shall be kept by Grantee of the receipt and disbursement of the Grant. Grantee will retain original substantiating documents related to restricted Grant expenditures and make these records available for Tribe's review upon request. Grantee will be responsible for maintaining adequate financial records pertaining to the Grant. Tribe, or a designated representative, reserves the right, upon written notice, to conduct a site visit and/or audit Grantee's books and records relating to the expenditure of the Grant.

d. **Reports.**

1. **Progress Reports:** Should Tribe, in its sole discretion, request a progress report, Grantee shall prepare a report which describes in detail the use of the Grant, compliance with the terms of the Grant, and the progress made by Grantee toward achieving the purpose for which the Grant was made. Progress Reports shall be due within 30 days of the request for such reports and shall include the progress of the Grant Project from the later of the Effective Date or the date of the preceding Progress Report, if any. Tribe will review Progress Reports within 30 days of receipt and in the sole and absolute discretion of Tribe; determine whether the Progress Report submitted by Grantee is satisfactory.

(a) If Tribe determines the Progress Report is satisfactory, Tribe will approve the Progress Report and process any payment requested under Section (V)(b) of this Agreement.

(b) If Tribe determines the Progress Report is not satisfactory, Tribe will reject the Progress Report and Grantee shall have 30 days in which to provide a revised Progress Report that, in Tribe's sole and absolute discretion, is satisfactory to Tribe. Should Grantee be unable to produce a satisfactory Progress Report within the time limits set forth in this Section (VII)(d)(1)(b), Grantee shall be in breach of this Agreement.

2. **Final Report:** Within sixty (60) days after the Execution Period is completed, the Grantee shall submit a Final Report that details all expenditures made from the Grant and includes the progress made toward the goals of the Grant. All such reports must be signed by the

Executive Director of Grantee. Grantee shall not complete or submit Final Report until it has received the Final Report template from Tribe's Community Outreach Department.

e. Expenditures. Expenditures of the Grant must be made substantially in accordance with Section V. Any material changes will be subject to Tribe's prior written approval.

f. Licensing and Credentials. Grantee will 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.

g. Management and Organizational Changes. Grantee will provide immediate written notice to Tribe if significant changes or events occur during the Execution Period which could potentially impact the progress or outcome of the Grant, including, without limitation, changes in Grantee's management personnel or losses of funding from any other sources.

h. Termination. Either Party hereto may terminate this Agreement upon not less than thirty (30) days' prior written notice to the other for failure on the part of such Party to perform a material obligation hereunder, or for a breach of such Party's representation or warranty made in this Agreement. Tribe may terminate this Agreement upon not less than thirty (30) days' prior written notice to Grantee for (i) Grantee's change in the fundamental mission, or (ii) Grantee's implication in an event, or series of events, of such notoriety or opprobrium that the continuation of this Agreement has or will have a negative impact upon Tribe, its image or reputation, or (iii) Grantee's inability to fulfill the requirements for payment set forth herein.

If Tribe terminates this Agreement due to Grantee's breach hereof, Grantee will remove all signage and other identification from the facilities and all other places, things and sites wherever there are references to Tribe (collectively, "**All Identification**"), at Grantee's sole cost and expense.

Tribe may further terminate this Agreement for any reason, or no reason, in its sole discretion; provided, however, absent any breach hereof by Grantee, Tribe will pay the Grant only in accordance with this Agreement up to the date of termination, including the cost of removal of All Identification. Grantee will not be entitled to any other payment from, or legal or equitable remedy against, Tribe.

Under all events of termination hereunder, the removal of All Identification will be completed as soon as reasonably practical, but in no event later than thirty (30) days after the notice of termination. The foregoing rights and remedies are cumulative of, and in addition to, any rights, remedies or recourses to which the terminating party may be entitled at law or in equity.

i. Public Reporting and Media. In recognition of the Grant it is the Parties' understanding that Grantee will express its appreciation and provide recognition publicly to Tribe. The Parties will mutually agree in advance on the manner of presentation and contents of such public recognition. Grantee will also disseminate to the public, by using established channels of communication, pertinent information relating to the results, findings or methods developed through the Grant.

j. Publications: License. Any information contained in publications, studies, or research funded by the Grant shall be made available to the public following such reasonable requirements as Tribe may establish from time to time. Grantee grants to Tribe an irrevocable, non-exclusive license to publish any publications, studies, or research funded by the Grant at its sole discretion.

k. 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 Tribe or Tribe's legal counsel.

l. Terrorist Activity. Grantee represents and warrants that it does not support or conduct, directly or indirectly, violence or terrorist activity of any kind.

m. Identification of Tribe. Grantee shall ensure that Tribe 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 Tribe as a funder or supporter in its annual report, if any. All proposed Grantee external communications regarding Tribe shall be submitted first to Tribe for its review and written approval.

n. Ownership and Use of Marks.

1. License. Grantee acknowledges and agrees that Tribe is the owner of all right, title and interest in and to Tribe's name and logo (collectively, it's "Marks") and that Grantee's use of the Marks pursuant to this Agreement inures to the benefit of Tribe. Tribe hereby grants Grantee a non-exclusive and non-transferable license, without the right to sublicense, to use the Marks solely in connection with providing recognition of the Grant pursuant to this Agreement. Grantee will have no rights in or to the Marks, except as expressly granted herein. Tribe expressly reserves to itself all rights in and to the Marks not expressly granted to Grantee pursuant to this Agreement. The manner and use of the Marks shall comply with all federal and state laws pertaining to trade names, trademarks and service marks in force at any time and shall clearly indicate Tribe's ownership of the Marks as requested and approved by Tribe.

2. Approval Rights. All uses of the Marks by Grantee are subject to the prior written approval of Tribe. Grantee will submit to Tribe for approval, at least ten (10) business days prior to its intended first use, all materials which contain the Marks (whether in print media, direct mail, television, radio, internet, email, billboard or in any other form, media or channel). Tribe will have the right to review and approve any copy containing reference to Tribe or including the Marks prior to its use by Grantee. Tribe will use its reasonable efforts to promptly review materials sent by Grantee for approval and will not unreasonably withhold or delay its approval. In no event shall Grantee make any unapproved changes to the Marks.

o. Selection of 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 Tribe. There is no agreement, written or oral, by which Tribe may cause Grantee to choose any particular subgrantee.

p. No Agency. Grantee is solely responsible for all activities supported by the Grant, the content of any product created with the Grant, and the manner in which any such product may be disseminated. This Agreement will not create any agency relationship, partnership, or joint venture between the Parties, and Grantee will make no such representation to anyone.

q. Remedies. If Tribe determines, in its reasonable discretion, that Grantee has substantially violated or failed to carry out any provision hereof, including but not limited to failure to submit reports when due, Tribe may, in addition to any other legal remedies it may have, refuse to make any further Grant payments to Grantee hereunder or any other grant agreement, and Tribe may demand the return of all or part of the Grant funds not properly spent or committed to third parties, which Grantee will immediately repay to Tribe. Tribe may also avail itself of any other remedies available at law.

r. Waiver of Claims and Indemnification. Grantee waives any and all claims and recourse against Tribe, including the right of contribution for loss or damages to persons or property arising from, growing out of, or in any way connected with or incidental to fulfillment of the terms and conditions specified in this Agreement. Additionally, Grantee will indemnify, defend, protect and hold Tribe and its officers, managers, members, employees, agents and representatives, harmless from any cost, expense, claim, demand, liability and/or damage, including reasonable attorney's fees and costs ("Claims"), arising out of or in connection with, in whole or in part, (i) any false or misleading representation made by Grantee, its agents, employees or delegated representatives in connection with this Agreement, (ii) its breach of any term of this Agreement, (iii) the performance of Tribe's obligations pursuant to this Agreement, or (iv) any claims or actions brought by third parties, including, but not limited to, parties set forth below. Grantee further waives any and all Claims to the extent resulting from, relating to or arising out of (i) the facilities where programs are delivered and/or the operational activities of Grantee therein, including, without limitation, any disputes by, between or among participants, users, guests, or any other attendees and Grantee (or Grantee's respective agents, subcontractors (if any), and employees) or its products and services, any personal injuries sustained by any person at or in connection with the facilities where programs are delivered, and/or any agreements with third parties entered into by Grantee or its agents in connection with the operation of the same facilities, or (ii) the negligent acts or omissions or willful misconduct of Grantee or its agents, subcontractors (if any), or employees in connection with the subject matter of this Agreement, except to the extent those Claims are directly caused by the negligence or willful misconduct of Tribe or its agents or employees.

The obligations of this Section VII(r) shall survive until the expiration of the statute of limitations applicable to the event giving rise to the Claims.

s. Notices. All notices, requests, demands, or other communication permitted or required to be given under this Agreement shall be in writing and shall be deemed given or made when sent by United States certified or registered mail, return receipt requested and postage prepaid, or by a nationally recognized overnight courier, delivery fee prepaid, and in either case to the persons and at the addresses specified below:

If to Tribe:
Community Outreach Department

San Manuel Band of Mission Indians
26569 Community Center Drive
Highland, CA 92346

If to Grantee:

Jeri Vaughan
Executive Director
Riverside County Regional Medical Legal Center Foundation
PO Box 9850, Moreno Valley, CA 92552
Office: 951-486-4461
Cell: 951-377-5049
Fax: 951-486-4499
Email: jvaughan@co.riverside.ca.us

The persons and addresses set forth above, from time to time, may be changed by written notice sent as aforesaid to the other Party.

t. 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.

u. Entire Agreement; Amendments and Modifications. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes any and all prior and contemporaneous oral, written and other agreements between the Parties. This Agreement may not be amended or modified, except in a writing signed by both Parties.

v. Governing Law/ Jurisdiction. This Agreement shall at all times be governed by and construed in accordance with the laws of the State of California applicable to agreements made in California. Nothing in this Agreement shall be construed as a waiver of Tribe's immunity to unconsented suit.

w. Non-Assignment. The Parties agree that none of the provisions of this Agreement shall be assigned or delegated to any other person or entity without the prior written consent of the other Party, which consent will be in the Party's sole and absolute discretion.

x. Successors and Assigns. The Parties agree that this Agreement shall be binding upon them and each of their respective successors and permitted assigns.

y. Amendment. This Agreement may only be amended in a writing signed by each of the Parties hereto.

z. Waiver. No waiver hereunder will be valid unless set forth in a writing signed by the Party to be bound thereby. Neither the failure nor any delay on the part of either Party to exercise any right or remedy under this Agreement shall operate as a waiver thereof.

aa. Force Majeure. Each of the Parties shall be excused from performing its obligations under this Agreement if its performance is delayed or prevented by any event beyond such Party's reasonable control, including, but not limited to, acts of God, earthquake, fire,

explosion, weather, disease, war, insurrection, civil strife, riots government actions, or power failure, provided that such performance shall be executed only to the extent of and during such disability.

bb. Severability. In the event any portion of this Agreement or any amendments or addenda hereto shall be held illegal, void or ineffective, the remaining portions hereof shall remain in full force and effect. If any of the terms or conditions of this Agreement is in conflict with any applicable statute or rule of law, then such term or condition shall be deemed inoperative to the extent that it may conflict therewith and shall be deemed to be modified to conform to such statute or rule of law.

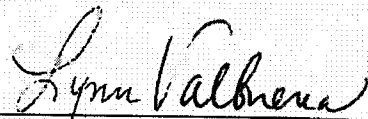
cc. Counterparts. This Agreement may be executed in two or more counterparts, each of which is deemed an original, but all of which taken together shall constitute one and the same instrument.

The Parties have executed this Agreement as of the date first written above.

SAN MANUEL BAND OF MISSION INDIANS

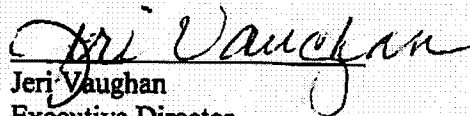
RIVERSIDE COUNTY REGIONAL MEDICAL
CENTER FOUNDATION

By:



Lynn Valbuena
Tribal Chairwoman

By:



Jeri Vaughan
Executive Director

FOUNDATION
SIGNATURE
AUTHORITY. NK

RESOLUTION OF THE BOARD OF DIRECTORS OF THE
RIVERSIDE COUNTY REGIONAL MEDICAL CENTER FOUNDATION

The Board of Directors of Riverside County Regional Medical Center Foundation ("Foundation"), assembled on February 2, 2015, does hereby resolve:

The San Manuel Band of Mission Indians has offered the Foundation a grant in the amount of \$800,000 as described in the Restricted Grant Agreement ("Grant Agreement") attached as Exhibit A.

The Foundation desires to accept the grant on the terms stated in the Grant Agreement.

After receipt of the grant funds, the Foundation will forward the grant funds to the County of Riverside (RCRMC) to fulfill the terms of the Grant Agreement.

The Foundation hereby authorizes the Foundation Executive Director, Jeri Vaughan, to take the following actions on behalf of the Foundation: (1) to sign the Grant Agreement in substantially the form attached as Exhibit A; and (2) to sign other documents or take actions necessary for or related to implementation of the Grant Agreement or this resolution, including but not limited to any agreements needed with the County of Riverside (RCRMC) or other parties, or further actions required of the Foundation by the San Manuel Band of Mission Indians or the County of Riverside (RCRMC)

Foundation Chairman of the Board

By: Kathleen Hartman Dated: 2/2/15

Name: Kathleen Hartman

Foundation Secretary

By: Donna Knox Dated: 2/2/15

Name: Donna Knox