

THE CALIFORNIA ENDOWMENT
RESTRICTED PROJECT GRANT AGREEMENT

San Bernardino County Department of Public Health

EIN 95-6002748

Grant Number 20162144

This Restricted Project 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

Promoting Health in Land Use Policies and Programs: To support efforts to promote health in land use policies and programs in San Bernardino County through development of a strategic plan and evaluation framework.

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. San Bernardino Health Department will better understand how to improve community health, *as evidenced by*:
 - a. Completion of Healthy Communities Strategic Plan.
 - b. Development of data systems and policy scan to assess related activities among partners.
2. Local jurisdictions in San Bernardino County will promote community health, *as evidenced by*:

- a. 20 or more local partners will learn about the Healthy Communities Strategic Plan.
- b. 5 or more local partners will adopt policies or programs based on the Healthy Communities Strategic Plan.
- c. 2 or more local partners will receive technical assistance in piloting the implementation of adopted Healthy Communities Strategic Plan.

IV. AMOUNT OF GRANT

\$100,000, payable as follows.

\$100,000 upon The Endowment's receipt of this executed Agreement.

First payment is contingent upon receipt of this original signed Agreement.

V. PERIOD OF GRANT

Grant funds are to be applied to expenses incurred for the period from February 15, 2016 to February 14, 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:

- **Final Report: March 31, 2017.**

- E. Budget Variance and Grant Outcomes. Except as otherwise provided in this Section, Grantee's expenditure of grant funds must be made substantially in accordance with the grant budget attached hereto ("Grant Budget"). Grantee's expenditure of grant funds may vary from the Grant Budget, provided that (1) Grantee's Board of Directors or its designee has determined that the specific charitable purpose(s) of the grant can be accomplished more effectively or efficiently by modifying the allocation of grant funds; (2) despite such modification, Grantee shall remain able and obligated to accomplish the specific charitable purpose(s) and outcome(s) specified in Sections II and III, respectively, of this Agreement; and (3) no variance is permitted of the following line items without the prior written approval of The Endowment: benefits; indirect costs; subcontracts; or capital and equipment.
- F. 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.
- G. 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.
- H. 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.
- I. 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.

- J. 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.
- K. 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.
- L. 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.
- M. 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.
- N. 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.
- O. 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.
- P. 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.
- Q. 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.
- R. 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.

- S. 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.
- 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 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.
- V. 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.

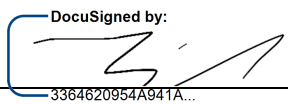
If this Agreement correctly sets forth your understanding and acceptance of the arrangements made regarding this grant, please countersign and return to The Endowment.

“THE ENDOWMENT”

“GRANTEE”

THE CALIFORNIA ENDOWMENT, a
California nonprofit public benefit
corporation.

SAN BERNARDINO COUNTY
DEPARTMENT OF PUBLIC HEALTH

By: 	By: _____
Name: <u>Daniel Zingale</u>	Name: <u>James Ramos</u>
Title: <u>Sr. Vice President, Healthy California</u>	Title: <u>Chairman, Board of Supervisors</u>
Date: <u>2/17/2016 11:53 AM PT</u>	Date: _____



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, ACH Bank Routing Number and Bank Account Number in the fields below.

Please note that fees of \$0.10-\$0.20 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	San Bernardino County Department of Public Health
Project Title and File Number	Promoting Health in Land Use Policies and Programs (20162144)
Grantee Organization Address	351 North Mountain View Avenue San Bernardino, CA 92415
Payee Organization Name	San Bernardino County Department of Public Health
Bank Name	Bank of America
ACH Bank Routing Number	121000358
Bank Account Number	1496150090
Confirm Bank Account Number	1496150090
Name of Authorized Person Providing Banking Information	Melanie Reneau
Title of Authorized Person Providing Banking Information	Administrative Manager
Phone Number for Authorized Person Providing Banking Information	(909) 387-6205
Contact email address (we will send an email confirmation once the ACH is processed)	mreneau@dph.sbcounty.gov

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:



I further acknowledge that *The California Endowment cannot be held liable for lost funds due to incorrect bank information provided. A funds transfer from The California Endowment's bank to a submitted incorrect bank account will require any future distributions to be in paper check form only.*

Signed by: James Ramos

Title: Chairman, Board of Supervisors



Monitoring Form

San Bernardino County Department of Public Health

351 North Mountain View Avenue

San Bernardino, CA 92415

Project Title and File Number: Promoting Health in Land Use Policies and Programs
(20162144)

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: Ruben Brambila
Title: Public Health Program Manager
Phone number: 1 (909) 387-6220
Fax number: 1 (909) 387-6744
Email address: ruben.brambila@dph.sbcounty.gov
Organization website: sbcounty.gov

BUDGET
File #20162144, San Bernardino County Department of Public Health

	Total Project Budget		Request to The California Endowment		TCE Approved Budget	
	Year 1	Total	Year 1	Total	Year 1	Total
<i>Personnel</i>						
Public Health Director (10%)	16,527	16,527	0	0	0	0
Program Coordinator (20%)	12,609	12,609	0	0	0	0
Program Specialist I (25%)	15,387	15,387	0	0	0	0
Program Manager (20%)	14,928	14,928	0	0	0	0
<i>Benefits @ 32% (32% max)</i>	19,024	19,024	0	0	0	0
<i>Total Personnel</i>	78,475	78,475	0	0	0	0
<i>Non-Personnel</i>						
<i>Operating Costs</i>						
Travel Expenses (local, conferences)	6,890	6,890	0	0	0	0
Office Expenses and Materials	10,000	10,000	0	0	0	0
<i>Total Non-Personnel</i>	16,890	16,890	0	0	0	0
<i>Direct Costs</i>	95,365	95,365	0	0	0	0
<i>Indirect Costs @ 13.2% (15% max)</i>	12,588	12,588	0	0	0	0
<i>Total Direct and Indirect</i>	107,953	107,953	0	0	0	0
<i>Other Costs</i>						
<i>Subcontracts</i>						
Healthy Communities Strategic Plan Development Contractor	100,000	100,000	100,000	100,000	100,000	100,000
Healthy Communities Evaluation Consultant	90,000	90,000	0	0	0	0
<i>Total Other Costs</i>	190,000	190,000	100,000	100,000	100,000	100,000
<i>Grand Total</i>	297,953	297,953	100,000	100,000	100,000	100,000

Annual Organizational budget	109,812,178	109,812,178	109,812,178	109,812,178	109,812,178	109,812,178
% of organizational budget	0%	0%	0%	0%	0%	0%
% of project budget			34%	34%	34%	34%

Budget Notes:

SUBCONTRACT BUDGET - Healthy Communities Strategic Plan Development Contractor
20162144, San Bernardino County Department of Public Health

	Total Project Budget		Request to The California Endowment		TCE Approved Budget	
	Year 1	Total	Year 1	Total	Year 1	Total
<i>Personnel</i>						
Strategic Planning Consultant (\$148/hour x 520 hours)	76,960	76,960	76,960	76,960	76,960	76,960
		0		0		0
<i>Total Personnel</i>	76,960	76,960	76,960	76,960	76,960	76,960
<i>Non-Personnel</i>						
<i>Operating Costs</i>						
Evaluation related travel expenses	5,000	5,000	5,000	5,000	5,000	5,000
Printing and Material Development	4,997	4,997	4,997	4,997	4,997	4,997
		0		0		0
<i>Total Non-Personnel</i>	9,997	9,997	9,997	9,997	9,997	9,997
<i>Direct Costs</i>	86,957	86,957	86,957	86,957	86,957	86,957
<i>Indirect Costs @ 15% (15% max)</i>	13,043	13,043	13,043	13,043	13,043	13,043
<i>Total Direct and Indirect</i>	100,000	100,000	100,000	100,000	100,000	100,000
<i>Other Costs</i>						
<i>Subcontracts</i>						
		0		0		0
<i>Capital & Equipment</i>						
		0		0		0
<i>Total Other Costs</i>	0	0	0	0	0	0
<i>Grand Total</i>	100,000	100,000	100,000	100,000	100,000	100,000

Budget Notes:

WORK PLAN

20162144, San Bernardino County Department of Public Health

Activities	Outcomes and Indicators	Timeline
<p>ACTIVITY 1.1: Healthy Communities and Community Vital Signs staff (Department of Public Health [DPH] staff) will collaborate with contractor to develop goals, objectives, and desired outcomes related to community health.</p> <p>ACTIVITY 1.2: Contractor will finalize Strategic Plan for promoting community healthy approach based on DPH staff feedback and agreement.</p> <p>ACTIVITY 1.3: Contractor will collaborate with DPH to support any local data collection, best practices, and points of contact in the development of the Healthy Communities Strategic Plan.</p> <p>ACTIVITY 1.4: Contractor will develop initial draft of Strategic Plan for DPH to review and provide feedback.</p> <p>ACTIVITY 1.5: Contractor will revise Strategic Plan based on DPH feedback and finalize strategic plan approach.</p> <p>ACTIVITY 1.6: Contractor will integrate Evaluation Tools (from Third-Party Consultant) into Healthy Communities Strategic Plan.</p>	<p>1. San Bernardino Health Department will better understand how to improve community health, <i>as evidenced by</i>:</p> <ul style="list-style-type: none"> a. Completion of Healthy Communities Strategic Plan. b. Development of data systems and policy scan to assess related activities among partners. 	Months 1-9
<p>ACTIVITY 2.1: Based on outcomes identified in the Plan, contractor will develop specific implementation plans (i.e. scopes of work) to serve as a tool for local jurisdictions to implement identified Plan outcomes.</p> <p>ACTIVITY 2.2: Contractor will revise and finalize implementation plan based on feedback provided by DPH and Healthy City Coordinators.</p> <p>ACTIVITY 2.3: Contractor will collaborate with DPH to develop effective launch and implementation strategy of Healthy Communities Strategic Plan.</p> <p>ACTIVITY 2.4: Contractor will revise and finalize strategies based on feedback.</p> <p>ACTIVITY 2.5: Healthy Communities Strategic Plan is launched using agreed upon strategies.</p>	<p>2. Local jurisdictions in San Bernardino County will promote community health, <i>as evidenced by</i>:</p> <ul style="list-style-type: none"> a. 20 or more local partners will learn about the Healthy Communities Strategic Plan. b. 5 or more local partners will adopt policies or programs based on the Healthy Communities Strategic Plan. c. 2 or more local partners will receive technical assistance in piloting the implementation of adopted Healthy Communities Strategic Plan. 	Months 9-12