

| <b>SUBAWARD AGREEMENT</b>  |   |
|--|---|
| <b>AGREEMENT NUMBER:</b> 01195   |   |
| <b>PAYMENT TYPE:</b> Fixed Price   |   |
| <b>PERIOD OF PERFORMANCE:</b> September 1, 2018 through December 15, 2019  |   |
| <b>TOTAL:</b> \$22,500.00  |   |
| <b>PRIME AWARD RECITALS</b>  |   |
| <b>PRIME AWARD FUNDING AGENCY:</b> The California Endowment  |   |
| <b>PRIME AWARD NUMBER:</b> 20162059.01   | <b>PRIME AWARD START DATE:</b> December 15, 2015  |
| <b>PHI's PROGRAM NAME:</b> Public Health Alliance of Southern California   |   |
| <b>SUBRECIPIENT INFORMATION</b>  |   |
| <b>COUNTY OF SANTA BARBARA, PUBLIC HEALTH DEPARTMENT</b><br>300 N. San Antonio Road<br>Santa Barbara, CA 93110<br>DUNS No.: 131851250  | <b>AUTHORIZED REPRESENTATIVE</b><br>Van Do-Reynoso, MPH, PhD, Public Health Director<br>Email: <a href="mailto:Van.Do-Reynoso@sbcpd.org">Van.Do-Reynoso@sbcpd.org</a><br>Tel: (805) 681-5105  |
| <b>PRIME RECIPIENT INFORMATION</b>   |   |
| <b>PUBLIC HEALTH INSTITUTE</b><br>555 12 <sup>th</sup> Street, 10 <sup>th</sup> Floor<br>Oakland, CA, USA 94607<br>Tel: 510-285-5500   | <b>AUTHORIZED REPRESENTATIVE</b><br>Audrey Seger Sprain, Director of Operations<br>Email: <a href="mailto:asegersprain@phi.org">asegersprain@phi.org</a><br>Tel: 510-410-2383   |
| <b>PROGRAM REPRESENTATIVE</b><br>Tracy Delaney, Executive Director<br>Email: <a href="mailto:tdelaney@phi.org">tdelaney@phi.org</a><br>Tel: 619-722-3403   | <b>ADMINISTRATIVE REPRESENTATIVE</b><br>Diana Duong, Grants and Contracts Specialist III<br>Email: <a href="mailto:diana.duong@phi.org">diana.duong@phi.org</a><br>Tel: 510-285-5562  |
| <p>The Public Health Institute (PHI) hereby enters into this Subaward as outlined within the attached clauses and exhibits. PHI is hereafter referred to as "PHI" and County of Santa Barbara, Public Health Department is hereafter referred to as "Subrecipient." The Subrecipient is informed of, understands, and agrees to comply with the applicable compliance requirements and agrees to perform the services and submit required deliverables according to the terms and subject to the conditions outlined within this Subaward.</p> |   |
| <b>SUBRECIPIENT SIGNATURE</b><br><br><hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="display: flex; justify-content: space-between;"> <span>Name</span> <span>Date</span> </div> <hr style="border: 0; border-top: 1px solid black; margin-top: 5px;"/> <div style="display: flex; justify-content: space-between;"> <span>Title</span> <span></span> </div>   | <b>PUBLIC HEALTH INSTITUTE</b><br><br><hr style="border: 0; border-top: 1px solid black; margin-bottom: 5px;"/> <div style="display: flex; justify-content: space-between;"> <span>Audrey Seger Sprain</span> <span>Date</span> </div> <hr style="border: 0; border-top: 1px solid black; margin-top: 5px;"/> <div style="display: flex; justify-content: space-between;"> <span>Director of Operations</span> <span></span> </div> |

**SUBAWARD AGREEMENT  
BETWEEN  
PUBLIC HEALTH INSTITUTE  
AND  
COUNTY OF SANTA BARBARA, PUBLIC HEALTH DEPARTMENT**

1. **PERIOD OF PERFORMANCE:** The period of performance for work outlined in this Subaward is expected to start and end as follows unless amended by both parties:
  - Start Date: September 1, 2018
  - End Date: December 15, 2019
2. **PURPOSE OF SUBAWARD:** Subrecipient will implement the activities and complete the reporting requirements outlined in Exhibit A (Statement of Objectives), which is attached and made a part of this agreement, and in accordance with Exhibit C (PHI's Prime Award).
3. **TOTAL AMOUNT:** This Subaward is for up to the fixed price amount of \$22,500.00 to be paid in accordance with Exhibit B (Payment Schedule).
4. **USE OF FUNDS:** This Subaward is to be used in accordance with the Subrecipient's approved budget outlined in Exhibit B (Payment Schedule). Subrecipients must obtain prior approval of PHI to make materials changes in program objectives, implementation strategy, key personnel, or timetable must be requested in writing.
5. **INVOICES:** Subrecipient will invoice PHI for services rendered in accordance with Exhibit A (Statement of Objectives) and according to Exhibit B (Payment Schedule). Upon approval by the PHI's Program Representative, Tracy Delaney, of the Subrecipient's invoices, PHI will pay Subrecipient, in arrears, the total fixed price amount specified above. The average time to receive payment is approximately 30 days to allow time for processing by the PHI program and PHI's Accounts Payable. PHI will have no obligation to pay Subrecipient for invoices submitted more than 30 days after the date of expiration of this agreement. Invoices will be on letterhead and include: Agreement Number, Subrecipient Name, Subrecipient Mailing Address, Subrecipient Telephone, Invoice Number, Invoice Period, and Signature. For fixed price agreements, invoices must include a description of deliverables completed and payment amount for those deliverables. **Invoices must be submitted directly to your Bill Sadler at [bsadler@phi.org](mailto:bsadler@phi.org).**
6. **RECORD RETENTION:** Subrecipient will preserve and retain all of its financial records supporting documentation and all other records, documents, papers and other materials pertinent to this agreement for three years from the date of final payment.
7. **SUBRECIPIENT MONITORING:** Subrecipient shall cooperate with PHI in its efforts to comply US federal regulations, which requires PHI to monitor the activities of Subrecipients.
8. **AUDIT FILING COMPLIANCE:** Subrecipient will comply with the audit requirements, if

applicable, including providing a copy of its audit documents to PHI if required.

9. **FFATA REPORTING:** Subrecipient will furnish its Data Universal Numbering System (DUNS) number to PHI and Subrecipient will comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006 (Pub. L. 109-282), as amended, and 2 CFR part 170, “Reporting Subaward and Executive Compensation Information.”
10. **COPYRIGHT:** Any copyrightable works made by Subrecipient under this Subaward will be the sole and exclusive property of Subrecipient provided that PHI and the Funding Agency, if any, will have a royalty-free non-exclusive worldwide license to use, reproduce, and distribute these works for educational and research purposes, and the right to license others to do the same. Subrecipient will incorporate the requirements of this clause in all lower tier Agreements. If requested by PHI, Subrecipient will assist PHI, at its expense, during and after the expiration or termination of this contract, to obtain and enforce copyright and other protections for these works.
11. **RIGHTS IN DATA:** PHI shall have the right to obtain, reproduce, disclose, or otherwise use data first produced by Subrecipient under this Subaward agreement for education and research purposes only and the funding agency shall have the rights set forth in 45 CFR Sec. 74.36(c) and (d).
12. **ACKNOWLEDGMENT:** Subrecipient will acknowledge this financial support as follows: “Funding is provided by the Public Health Alliance of Southern California, a program of the Public Health Institute, through funding from The California Endowment.”
13. **INDEPENDENT CONTRACTOR:** Subrecipient is an independent contractor and for no purpose will any of its officers, directors, members, employees, volunteers, Subrecipient or agents be considered an employee of PHI or the Funding Agency, if any.
14. **CONFIDENTIALITY:** Subrecipient agrees to hold in strict confidence and not disclose or permit others to disclose to any third party, except as authorized in writing by PHI, confidential or proprietary information or materials disclosed to Subrecipient by PHI in the course of providing services under this Subaward. All PHI confidential information will be clearly marked “Confidential” and will be sent to Subrecipient’s Authorized Representative. Subrecipient will incorporate the requirements of this clause in all lower tier Subawards.
15. **INDEMNIFICATION:** Each party agrees to indemnify, defend and hold harmless the other party and its directors, officers, members, employees, contractors and agents, and Subrecipient agrees to indemnify, defend and hold harmless the Funding Agency, if any, from and against any and all claims, losses, damages, costs, expenses or other liability resulting directly or indirectly from any intentional, grossly negligent or negligent act or failure to act by the indemnifying party’s directors, officers, employees or agents in the performance of this Subaward, including without limitation any accident or injury to persons or property or any liability for copyright, patent or trademark infringement. The parties’ obligations under this section will survive the expiration or termination of this Subaward until all claims involving any of the indemnified matters are fully and finally resolved or

barred by applicable statutes of limitation.

- 16. LIMITATION OF LIABILITY:** Neither party will be liable to the other for any indirect, incidental, special, consequential, or punitive damages, whether caused by negligence or otherwise.
- 17. INSURANCE AND LICENSES:** Subrecipient will possess and maintain all necessary licenses, permits, certificates, minimum legal liability insurance coverage and credentials required by applicable law. Subrecipient's failure to maintain the licenses, permits, certificates, insurance and credentials may be deemed by PHI to be a material breach of this agreement and may constitute grounds for PHI's termination.
- 18. EXCUSABLE DELAY:** If Subrecipient is delayed in the performance its obligations by reason of labor troubles, power failure, acts of government, acts of God or the public enemy, or any other reasons or causes beyond its reasonable control, performance will be excused for the period of delay and, if agreed to in writing by the parties, the Subaward will be extended for a period equivalent to the delay.
- 19. INTERFERING CONDITIONS:** Subrecipient agrees to promptly notify PHI of any condition that might interfere with this Subaward. Notification will not relieve Subrecipient of any responsibilities hereunder.
- 20. WHISTLEBLOWER:** Pilot Program for Enhancement of Contractor Employee Whistleblower Protections: Subrecipient is hereby given notice that the 48 CFR section 3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Employee Whistleblower Protections," of the National Defense authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. 112-239, enacted January 2, 2013), applies to this Subaward. Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Sept. 2013) requires that (a) This Subaward and employees working on this agreement will be subject to the whistleblower rights and remedies in the pilot program on subrecipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908. (b) The Subrecipient will inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation. (c) The Subrecipient will insert the substance of this clause, including this paragraph (c), in all subawards over the simplified acquisition threshold.
- 21. PUBLICATIONS:** Subrecipient will not publish any journal articles or other materials that disclose the objectives, contents, methods, or results of work hereunder without the prior written authorization of PHI. Subrecipient will not issue press releases or any public announcements without prior approval and you will send to PHI copies of all papers, manuscripts and other materials which you may produce that are related to this grant. Subrecipient will incorporate the requirements of this clause in all lower tier Agreements.
- 22. INCORPORATION BY REFERENCE:** All provisions of the prime award that are applicable to this Subaward are incorporated by reference in Exhibit C (PHI's Prime Award)

and Subrecipient will comply with them in all respects. Subrecipient expressly waives any right to further notification or explanation of prime award provisions. If any of the prime award provisions directly and irreconcilable conflict with any other provisions of this Subaward, the latter will take precedence. Subrecipient will incorporate the requirements of this section into lower-tier agreements.

- 23. DEBARMENT CERTIFICATION:** Subrecipient shall comply with 45 CFR Part 76, Appendix B-Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions, which is incorporated herein by reference. Subrecipient represents to the best of its knowledge by signing this agreement that neither it nor principals (including research personnel) are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. Subrecipient shall incorporate the requirements of this section in all nonexempt lower tier agreements.
- 24. COMPLIANCE WITH LAW:** Subrecipient agrees to comply with all relevant state and federal statutes and regulations.
- 25. GOVERNING LAW:** The validity, construction, and effect of this Subaward will be governed by the laws of the United States of America and the State of California.
- 26. SEVERABILITY:** If any provision of this Subaward is held in conflict with law, the validity of the remaining provisions will not be affected.
- 27. TERMINATION:** PHI or Subrecipient may terminate this subaward agreement without cause upon thirty (30) days written notice to the other party.
- 28. DISPUTES AND ARBITRATION:** Any controversy or claim arising out of or relating to this Subaward, or the breach thereof, will be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association.
- 29. ATTORNEY'S FEES:** If any action or proceeding including arbitration is brought by either party against the other under this Subaward, the prevailing party will be entitled to recover court costs and the fees of its attorneys in such action or proceeding in such amount as the court or arbitrator finds reasonable.
- 30. NON-ASSIGNMENT:** This Subaward is not assignable by Subrecipient without the prior written consent of PHI.
- 31. SURVIVAL OF OBLIGATIONS:** Expiration or termination of this Subaward will not extinguish any previously-accrued rights or obligations of the parties.
- 32. NOTICES:** Any notice given by any of the parties will be sufficient only if in writing to the PHI Administrative Representative and by/to the Subrecipient's Authorized Representative named on the cover page of this agreement.

**33. ENTIRE AGREEMENT:** This is the entire agreement between the parties. It supersedes all prior oral or written agreements or understandings and it may be amended only in writing.

## EXHIBIT A STATEMENT OF OBJECTIVES

Outcome: Increased collaboration between the local health department and the base building organization to engage in power building strategies to improve conditions of health and advance health equity as evidenced by:

- A. Bring together functioning workgroup
  - a. Meet with stakeholders regarding participation:
    - (a) Ag Commissioner Cathy Fisher
    - (b) Ag Advisory Council member Claire Wineman
    - (c) Winegrower
    - (d) South County Flower Grower
  - b. Convene workgroup first week of October
- B. Survey design: (keep in mind size of ops, crop type, acreage, # workers)
  - a. Engage UCSB researcher
  - b. Draft elements with workgroup
  - c. Pilot draft survey
- C. Survey implementation (UCSB as subcontractor)
  - a. Identify survey workers
  - b. Train survey team
  - c. Collect data
- D. Stakeholders/Community/BOS Presentation on findings
  - a. Discuss findings from surveys with workgroup
  - b. Draft presentation
  - c. Coordinate presentations to ag producers, community, BOS, ect.
- E. Formation of a collaborative/partnership to improve health of ag workers
  - a. Recruit members from workgroup to continue
  - b. Recruit health care providers
  - c. Recruit community members

**EXHIBIT B  
PAYMENT SCHEDULE**

The Subrecipient will be paid the total fixed price amount of \$22,500, in one lump sum upon signing and successful execution of a contract.

**BUDGET  
(FOR REFERENCE ONLY)  
SEE ATTACHED**

**EXHIBIT C  
PHI'S PRIME AWARD  
SEE ATTACHED**



**Santa Barbara County Public Health Department  
Public Health Alliance of Southern California  
HIP Project Budget**

| <u>Salaries And Benefits</u>                       | <u>Title</u>    | <u>Description</u> | <u>Amount</u>    |
|--|-----------------|--------------------|------------------|
| Van Do-Reynoso, MPH PhD                            | Agency Director | In-kind/ICR        | \$ -             |
| Lawrence Fay, REHS                                 | EHS Director    | In-kind/ICR        | \$ -             |
| Adriana Alexandrian/Other staff                    | Intern/Various  |                    | \$ 8,500         |
| <b>Salaries and Benefits Total</b>                 |                 |                    | <b>\$ 8,500</b>  |
| <b><i>Total Salaries and Benefits Expenses</i></b> |                 |                    | <b>\$ 8,500</b>  |
| <b><u>Services and Supplies Expenses</u></b>       |                 |                    |                  |
| Subcontract with UCSB                              |                 |                    | \$ 8,300         |
| Stipends for survey workers                        |                 |                    | \$ 480           |
| Meeting materials                                  |                 |                    | \$ 500           |
| Outreach materials                                 |                 |                    | \$ 500           |
| Office supplies                                    |                 |                    | \$ 100           |
| Mileage and travel                                 |                 |                    | \$ 1,200         |
| <b><i>Total Services and Supplies Expenses</i></b> |                 |                    | <b>\$ 11,080</b> |
| Indirect Costs (14.91%)                            |                 |                    | 2,920            |
| <b>Total Expenses</b>                              |                 |                    | <b>\$ 22,500</b> |

**THE CALIFORNIA ENDOWMENT**  
**PROGRAM SUPPORT GRANT AGREEMENT**

Public Health Institute

EIN 94-1646278

Grant Number 20162059

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

**I. GRANTEE’S STATUS**

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

**II. PURPOSE OF GRANT**

Public Health Alliance of Southern California - Promoting Health Equity: To support public health agencies in their efforts to advance upstream chronic disease prevention and reduce health inequities in Southern California through policy, systems and environmental changes.

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. Increased public communication from local health department professionals to advance health, racial equity and key healthy community drivers (public comment letters, public speaking, community and professional forums) in Southern California as evidenced by:

a) Develop a minimum of five communication briefing packets on health, racial equity and key healthy community drivers.

b) 20 Local Health Department public communications on health, race and/or key healthy community drivers. Examples of public communications include: delivering public comment, health department approval of policy letters, meetings with elected officials, sign-on to Op-Eds.

2. Increased advocacy for, and adoption of, social determinants of health as a tool to prioritize programs and direct funding allocations as evidenced by:

a) Alliance and its members will deliver 20 documented instances of advocacy for the adoption of Social Determinants of Health (SDOH) as a tool for the prioritization of programs and funding. Advocacy is defined as activities including but not limited to: hosting/ participating in meetings related to funding allocation, the establishment of shared action plans to advance SDOH-based allocations, and sign-on to policy letters and other public statements.

b) External Alliance partners (non-Alliance members) will engage in 5 instances of advocacy for a SDOH-focused approach to resource allocation.

c) Three instances where a SDOH approach is adopted for funding allocation/program prioritization.

3. Increased encouragement and adoption of regulatory guidelines and policies supporting healthy communities at local, regional and state levels as evidenced by:

a) Identify 10 key opportunity areas for the adoption of new regulatory guidelines and policies.

b) Develop 10 cross-sector policy and regulatory solutions, with model language.

c) Two instances of policy/regulatory guideline adoption.

4. Increased awareness among elected officials and key administrators of health equity and health co-benefits as they relate to land use, transportation and environmental decisions as evidenced by:

a) Vet and develop five communication briefing packets to facilitate members' conversations with elected and key officials on the topic of health equity.

b) 20 Local Health Department communications with elected officials and key administrators on health equity and health co-benefits. Examples of communications include: Public comment, written communication, small group meetings, and forums between Alliance/Alliance members and elected officials.

c) 20 instances of elected-initiated communications/actions demonstrating awareness of health and equity issues, including the initiative of use, and use of racial equity analysis in decision making.

#### IV. AMOUNT OF GRANT

\$600,000.00, payable as follows.

\$300,000 upon The Endowment's receipt of this executed Agreement; \$300,000 on January 31, 2017.

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

**V. PERIOD OF GRANT**

Grant funds are to be applied to expenses incurred for the period from 12/15/2015 to 12/14/2017, 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:

1st interim report: January 31, 2017; and

Final Report: January 31, 2018

- E. Licensing and Credentials. The Grantee hereby agrees to maintain, in full force and effect, all required governmental or professional licenses and credentials for itself, its facilities, and for its employees and all other persons engaged in work in conjunction with this grant.
- F. Management and Organizational Changes. The Grantee agrees to provide immediate written notice to The Endowment if significant changes or events occur during the term of this grant which could potentially impact the progress or outcome of the grant, including, without limitation, changes in the Grantee's management personnel or losses of funding.
- G. Public Reporting. The Grantee agrees to disseminate to the public, by using established channels of communication, pertinent information relating to the results, findings, or methods developed through this grant.
- H. Publications; License. Any information contained in publications, studies, or research funded by this grant shall be made available to the public following such reasonable requirements as The Endowment may establish from time to time. Grantee grants to The Endowment an irrevocable, nonexclusive license to publish any publications, studies, or research funded by this grant at its sole discretion.
- I. Knowing Assumption of Obligations. Grantee acknowledges that it understands its obligations imposed by this Agreement, including but not limited to those obligations imposed by reference to the Code. Grantee agrees that if Grantee has any doubts about its obligations under this Agreement, including those incorporated by reference to the Code, Grantee will promptly contact The Endowment or legal counsel.
- J. Terrorist Activity. The Grantee agrees that it will use the grant funds in compliance with all applicable anti-terrorists financing and asset control laws, regulations, rules, and executive orders, including, but not limited to the USA Patriot Act of 2001 and Executive Order 13224.
- K. Identification of The Endowment. Grantee shall ensure that The Endowment is clearly identified as a funder or supporter of Grantee in all published material relating to the subject matter of the grant. Grantee shall list The Endowment as a funder or supporter in its annual report (if any). All proposed Grantee external communications regarding The Endowment shall be submitted first to The Endowment for its review and approval.
- L. The Endowment Letterhead and Logo. Use of The Endowment letterhead or logo is prohibited without prior written consent from the Communications Department of The Endowment.
- M. Subgrantees. With regard to the selection of any subgrantees to carry out the purposes of this grant, Grantee retains full discretion and control over the selection process,

- acting completely independently of The Endowment. There is no agreement, written or oral, by which The Endowment may cause Grantee to choose any particular subgrantee.
- N. No Agency. Grantee is solely responsible for all activities supported by the grant funds, the content of any product created with the grant funds, and the manner in which any such product may be disseminated. This Agreement shall not create any agency relationship, partnership, or joint venture between the parties, and Grantee shall make no such representation to anyone.
- O. No Waivers. The failure of The Endowment to exercise any of its rights under this Agreement shall not be deemed to be a waiver of such rights.
- P. No Further Obligations by The Endowment. This grant is made with the understanding that The Endowment has no obligation to provide other or additional support or grants to the Grantee.
- Q. Remedies. If The Endowment determines, in its reasonable discretion, that Grantee has substantially violated or failed to carry out any provision of this Agreement, including but not limited to failure to submit reports when due, The Endowment may, in addition to any other legal remedies it may have, refuse to make any further grant payments to Grantee under this or any other grant agreement, and The Endowment may demand the return of all or part of the grant funds not properly spent or committed to third parties, which Grantee shall immediately repay to The Endowment. The Endowment may also avail itself of any other remedies available by law.
- R. Indemnification. Grantee irrevocably and unconditionally agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless The Endowment, its officers, directors, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorneys' fees) directly, indirectly, wholly, or partially arising from or in connection with any act or omission of Grantee, its employees, or agents, in applying for or accepting the grant, in expending or applying the grant funds, or in carrying out any project or program to be supported by the grant, except to the extent that such claims, liabilities, losses, or expenses arise from or in connection with any act or omission of The Endowment, its officers, directors, employees, or agents.
- S. Captions. All captions and headings in this Agreement are for the purposes of reference and convenience only. They shall not limit or expand the provisions of this Agreement.
- T. Entire Agreement; Amendments and Modifications. This Agreement constitutes the entire agreement of the parties with respect to its subject matter and supersedes any and all prior written or oral agreements or understandings with respect to the subject matter hereof. This Agreement may not be amended or modified, except in a writing signed by both parties.
- U. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of California, applicable to contracts to be performed wholly within said state.

## **VII. ACCEPTANCE OF AGREEMENT**



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

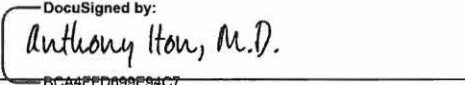
If this Agreement correctly sets forth your understanding and acceptance of the arrangements made regarding this grant, please countersign and return to The Endowment.


“THE ENDOWMENT”

“GRANTEE”

**THE CALIFORNIA ENDOWMENT,**  
a California nonprofit public benefit  
corporation.

**PUBLIC HEALTH INSTITUTE**

By:   
Name: Anthony Iton, M.D.  
Title: Senior Vice President  
Date: 1/4/2016 | 5:07 PM PT

By:   
Name: Joanna Gomes  
Title: Director of Bid & Proposal  
Date: 1/5/2016 | 2:46 PM PT