

RESTRICTED PROJECT GRANT AGREEMENT

San Mateo County Health Department

EIN 94-6000532

Grant Number 20071903

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

Blue Ribbon Task Force on Adult Health Care Coverage Expansion: To implement a comprehensive evaluation of an adult coverage pilot program that will inform the gradual implementation of a coverage expansion for uninsured adults under 400% of FPL in San Mateo County.

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. OBJECTIVES & EXPECTED OUTCOMES OF GRANT

Objectives

- 1. Establish sub-committee (Evaluation Oversight Committee) of the Coverage Initiative Oversight Committee and the Blue Ribbon Task Force to oversee local evaluation efforts (By Month 1 and ongoing).** The Committee will include members from the Health Department, the Health Plan of San Mateo, San Mateo Medical Center (SMMC), Ravenswood Family Health Center (RFHC) and other health care stakeholders.
- 2. Develop and refine evaluation questions to track and measure: 1) indicators of systems change, 2) feasibility for further expansion, 3) improvements in health outcomes and 4) potential for replicability. (By Month 4)** Measures may include factors looking at

organizational structure and characteristics, critical relationships, resources invested and needed, expected changes and indicators, health service utilization, cost data on services, and barriers and facilitators.

3. **Develop and release an RFP for consultant to design and implement a 2-year evaluation, in conjunction with the Evaluation Oversight Committee. (Months 4-6)**
4. **Hire and retain evaluation consultant to track and measure indicators of systems change, feasibility and implications for further expansion of health coverage, improvements in health outcomes, and potential for replicability. (By Month 6)**
5. **Implement evaluation in conjunction with Evaluation Oversight Committee. Processes for data collection and analysis may include surveys, focus groups, interviews, observations, secondary data, and regularly scheduled meetings. (Year 1 & Year 2)**
6. **Convene quarterly Evaluation Oversight Committee meetings to refine evaluation approach, review data and findings, and adjust measures as appropriate. (Quarterly beginning by Month 6)**
7. **Convene key decision makers from the County of San Mateo County Manager's Office, Health Department, Health Plan of San Mateo, San Mateo County Hospital Consortium, Ravenswood Family Health Center and other partner organizations and agencies as applicable to discuss evaluation findings and agree to implementation of systems improvements and program/systems changes. (Year 2)**
8. **Produce quarterly status reports and annual findings reports for review of findings and refinement of approach. The consultant will prepare these reports for the Evaluation Oversight Committee and key stakeholders.**
9. **Develop at least 2 policy briefs with targeted findings, lessons learned and recommendations to inform local stakeholders, regional partners and state policy makers about local efforts to expand adult coverage (Months 18-24).**

Outcomes

1. **Evaluation report addressing targeted local systems change goals and informing local, regional and statewide policy considerations as well as cross-region and cross-state interests in health systems reform efforts and coverage expansion opportunities.**
2. **Opportunities identified for reduced cost, improved utilization, and systems modifications to the safety net in San Mateo County resulting in improved health outcomes for all enrolled residents.**
3. **Identified safety net systems improvements necessary to expand the Adult Coverage Program pilot beyond an initial 2,000 clients to other populations of uninsured adults.**
4. **A coalition of stakeholders with shared experience to implement and provide technical assistance for ongoing local efforts to expand coverage, as evidenced by equal participation in pilot project planning, evaluation and dissemination.**

IV. EVALUATION

The proposed project is an evaluation of the Adult Coverage Program pilot. As such, interim reports and presentations will be built into the consultant's contract with the Health Department and deliverables will allow for process and progress evaluation as the project moves forward. Additionally, the evaluation project itself will serve to inform further systems change and future expansion. Key decisions will be made based on the evaluation findings and the recommendations of the evaluators. The most significant measure of the success of this evaluation project will be the extent to which broader Task Force coverage expansion efforts take place and are informed by the pilot's experience.

V. **AMOUNT OF GRANT**

\$345,750, payable as follows.

\$200,500 upon The Endowment's receipt of this executed Agreement; \$145,250 on January 15, 2009.

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.

VI. **PERIOD OF GRANT**

Grant funds are to be applied to expenses incurred for the period from January 1, 2008 to December 31, 2009, unless otherwise agreed upon in writing by The Endowment.

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 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 unexpended 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 a written report to The Endowment as of the end of Grantee's annual accounting period within which the grant or any portion thereof is received and all such subsequent periods until the grant funds are expended in full or the grant is otherwise terminated. 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. Such reports shall be furnished to The Endowment within thirty (30) days after the close of the annual accounting period of the Grantee for which such reports are made. Within thirty (30) days after the use of the grant funds is completed, the Grantee must make a final written report with respect to all expenditures made from the grant funds (including salaries, travel, and supplies), and including the progress made toward the goals of the grant. 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: 7/31/2008;

2nd interim report: 1/31/2009;

3rd interim report: 7/31/2009;

Final Report: 1/31/2010

- E. Budgets. Expenditures of grant funds must be made substantially in accordance with the grant budget, which is attached as Exhibit A. Any material changes from the budget must be approved in advance by The Endowment.
- 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. Grantee represents and warrants that it does not support or conduct, directly or indirectly, violence or terrorist activity of any kind.
- 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 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 the laws of the State of California.

VIII. 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.

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

Accepted on behalf of San Mateo County Health Department by:

Authorized Signature

Date

Printed Name

President, Board of Supervisors
Title

Agreed to and Acknowledged on behalf of The Endowment:

Cecilia Echeverria /c.e
Authorized Signature

12/21/07
Date

Cecilia Echeverria
Printed Name

Program Officer (San Francisco/Bay Area Region)
Title