34919

THE CALIFORNIA ENDOWMENT PROGRAM SUPPORT GRANT AGREEMENT

City of Long Beach
EIN
Grant Number 20181912

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

Department of Health and Human Services - Advancing Community Health: To develop and strengthen a cross-systems, city-wide, trauma and resiliency informed approach to improve the health and resilience of residents in Long Beach.

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. Established governance structure for the Long Beach Trauma and Resiliency Informed Taskforce (LBTRIT) as evidenced by:
- Review and ratify LBRIT principles/guidelines.
- Leverage existing committee and expand to include key cross-sector decision makers.
- Establish governance structure procedures for decision making.

- Conduct regular meetings of the taskforce and any potential sub-committees and capture lessons learned.
- 2. Identified systems will recognize the prevalence of trauma, the impact of trauma on the people served by the system, and the vital role of resiliency in helping to heal and prevent trauma to improve results of well-being as evidenced by:
- Identify and assess at least two organizations/systems to pilot a cross-systems/place-based trauma and resiliency approach (i.e. Long Beach Unified School District, The Long Beach Police Department, Homeless Services Continuum of Care, Early Childhood Education).
- Senior leaders and staff arrange for awareness training about trauma and resiliency for themselves and other staff and partners, including training on definitions, causes, prevalence, and impact.
- Senior leaders and staff begin exploring what this new information might mean for their system and the results it is accountable for, and what next steps may need to be taken.
- Senior leaders begin defining the measure they will track to assess progress going forward.
- The system or organization conduct staff survey to determine their staff's knowledge of and organizational adoption of trauma and resiliency approaches.
- Pilot organizations/ systems adopt internal administrative policy to prioritize trauma and resiliency practices and training.
- Leaders engage staff (and key partners as appropriate) in learning dialogues about the guiding principles established and how they can be (further) integrated across the implementation domains.
- System/organization identify performance metrics to assess pilot project effectiveness.
- 3. Systems identified will recognize the signs and symptoms of trauma in clients, families, staff, and others involved with the system and respond by fully integrating knowledge about trauma into policies, procedures, and practices as evidenced by:
- The organizations or systems identified support champions from different parts of the system/organization who help plan for and implement the work.
- Trauma and resiliency assessments and training for staff become routine, including within orientations for new staff.
- Systems/organizations conduct staff development trainings for pilot organizations/systems
 project staff on: general trauma theory, the impact of trauma on families and youth, how to
 appropriately interact when trauma is present, and the effects of trauma work on staff
 including secondary trauma-stress and provide resources to cope with related stress.
- The system or organization collects data and analyzes results to adapt/correct systems approach to better serve clients and ensure staff well-being.

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- Leaders within the organization or system provide monthly cross-systems communications message to share pilot updates with staff; this will also help re-inforce a cultural shift towards trauma and resiliency approaches.
- Systems/organizations identify and leverage existing city, county and state trauma and resiliency training opportunities for pilot project staff development.
- 4. The system or organization identified will continue the ongoing process of deepening the organization or system's commitment to address trauma and promote resiliency. The systems will seek to actively resist retraumatization as evidenced by:
- Leaders conduct cross-systems staff assessment to determine workforce need for additional training on trauma and resiliency informed practices.
- The system or organization routinely collects and reports data to assess the progress of the change process, and the impact of the process for staff and the people served by the organization/system.
- Engage clients through focus group sessions to gauge their perspective on the effectiveness
 of pilot project operations of a trauma and resiliency informed approach and recommend
 improvements based on their experiences.
- Host a community forum with the community impacted by or living near the identified system about trauma and resiliency informed approaches; the audience will include faithbased and family-centered organizations.
- The organization/system and staff become advocates and champions of trauma and resilience within the larger system and community, and regularly engage policymakers and funders around broader changes that support trauma and resiliency-informed systems change.
- 5. Increased knowledge of cross-systems, trauma and resiliency informed operationalized approaches by documenting lessons learned as evidenced by:
- Facilitate monthly LBTRIT meetings to discuss pilot project implementation and learning circle exchange.
- Document all meeting procedures and action items.
- Document implementation timeline and milestones.
- Document community, client, and staff engagement pilot project lessons learned.
- Discuss and document performance metric results for future replication.
- Create a final trauma and resiliency, cross-systems learning circle report.
- Present final results to City and County representatives to educate them pilot.

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IV. AMOUNT OF GRANT

\$150,000.00, payable as follows.

\$75,000 upon The Endowment's receipt of this executed Agreement; \$75,000 on December 31, 2018.

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 December 15, 2017 to December 14, 2019, 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 attempting, to influence legislation, provided that this Section shall not prohibit the use of grant funds for any communication that constitutes nonpartisan analysis, study, or research, or a response to a written request for technical assistance from a government body, as defined in Section 4945 of the Code and regulations thereunder,
 - 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. <u>Return of Funds.</u> 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. <u>Records, Audits, Site Visits.</u> Funds provided by The Endowment, together with any interest thereon, shall be accounted for separately in the Grantee's books and records.

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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. <u>Reports.</u> 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, 2019; and

Final Report: January 31, 2020

- E. <u>Licensing and Credentials.</u> 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. <u>Management and Organizational Changes</u>. 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. <u>Public Reporting.</u> 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. <u>Publications; License.</u> 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. <u>Knowing Assumption of Obligations.</u> 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. <u>Terrorist Activity</u>. 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. <u>Identification of The Endowment.</u> 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. <u>The Endowment Letterhead and Logo.</u> Use of The Endowment letterhead or logo is prohibited without prior written consent from the Communications Department of The Endowment.
- M. <u>Subgrantees.</u> 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. Grantee shall ensure that every subgrantee, if any, shall be bound by the terms and conditions of this Agreement with respect to the use of grant funds.
- N. <u>No Agency.</u> 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. <u>No Waivers.</u> 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. <u>No Further Obligations by The Endowment.</u> 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. <u>Indemnification</u>. 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. <u>Captions</u>. 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. <u>Entire Agreement; Amendments and Modifications.</u> 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

Agreement Program Support: City of Long Beach - 20181912 Rev. 2.17.17 hereof. This Agreement may not be amended or modified, except in a writing signed by both parties.

U. <u>Governing Law.</u> 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.

CITY OF LONG BEACH

Ву:	Abotheticy Mars, M. D.,	By:	PLH
Name:	Amuthomy Ittom, M.D.	Name:	Patrick West
Title:	Sæmiioor Wiicce Prressiidkemt	Title:	City Manager
Date:	11//1100//22001188 1111::415 AXM PPSSTT	Date:	4/16/18
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APPROVED AS TO FORM

CHARLES PARKIN Sity Attorney

LINDA T. VU DEPUTY CITY ATTORNEY



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, nine-digit ACH Bank Routing Number and Bank Account Number in the fields below. Please note that any inaccurate information entered may result in a delayed ACH payment or payment by check.

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	City of Long Beach		
Project Title and File Number	Department of Health and Human Services - Advancing Community Health (20181912)		
Grantee Organization Address	2525 Grand Avenue Long Beach, CA 90815		
Payee Organization Name	City of Long Beach		
Bank Name	MUFG Union Bank, N.A.		
ACH Bank Routing Number	021-052-053		
Bank Account Number	33562980		
Confirm Bank Account Number	33562980		
Name of Authorized Person Providing Banking Information	Nerissa Mojica		
Title of Authorized Person Providing Banking Information	Financial Services Officer		
Phone Number for Authorized Person Providing Banking Information	(562) 570-4088		
Contact email address			
(we will send an email confirmation once the ACH is processed)	Nerissa.Mojica@longbeach.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: Nerissa Mojica

Title: Financial Services Officer

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Monitoring Form

City of Long Beach

2525 Grand Avenue

Long Beach, CA 90815

Project Title and File Number: Department of Health and Human Services - Advancing Community Health (20181912)

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:

Ana Lopez

Title:

Community Impact Officer

Phone number:

(562) 570-4186

Fax number:

(562) 570-4049

Email address:

Ana.Lopez@longbeach.gov

Organization website:

http://www.longbeach.gov/Health/