

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

403



FROM: Community Health Agency/Department of Public Health

SUBMITTAL DATE:
January 20, 2011

SUBJECT: Ratify the Agreement between Kaiser Foundation Hospitals, Southern California Region, Community Benefit Charitable Contributions Program and County of Riverside Department of Public Health, Epidemiology and Program Evaluation Branch.

RECOMMENDED MOTION: That the Board of Supervisors:

1) Ratify the Agreement between Kaiser Foundation Hospitals, Southern California Region, Community Benefit Charitable Contributions Program and County of Riverside Community Health Agency, Department of Public Health, Epidemiology and Program Evaluation Branch in the amount of \$30,000 annually for two consecutive years for a total of \$60,000 for the period of January 1, 2011 to January 1, 2013; and

2) Authorize the Chairperson to sign four (4) originals of said Agreement on behalf of the County.

BACKGROUND: Obesity-related chronic diseases such as heart disease, asthma and diabetes affect an overwhelming majority of our county residents and the number of those affected continues to rise. Addressing the risk factors of obesity, physical activity and nutrition are essential steps in combating these rising rates.

Continued on Page 2

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Susan D. Harrington

Susan Harrington, Director Dept. of Public Health

**FINANCIAL
DATA**

Current F.Y. Total Cost: \$ 15,000
Current F.Y. Net County Cost: \$ 0
Annual Net County Cost: \$ 0

In Current Year Budget: YES
Budget Adjustment: NO
For Fiscal Year: 10/11

SOURCE OF FUNDS: 100% funded by the Kaiser Foundation Hospitals, Southern California Region, Community Benefit Charitable Contributions Program.

Positions To Be Deleted Per A-30 ☐
Requires 4/5 Vote ☐

C.E.O. RECOMMENDATION:

APPROVE

BY: *Debra Cournoyer*
Debra Cournoyer

County Executive Office Signature

Policy ☒ Policy ☒

Consent ☐ Consent ☐

Dep't Recomm.:
Per Exec. Ofc.:

ATTACHMENTS FILED

Prev. Agn. Ref. THE CLERK OF THE BOARD

District: ALL Agenda Number:

3.16

FORM APPROVED COUNTY COUNSEL
BY: *NEAL R. KIPNIS* DATE: *1/20/11*
Departmental Concurrence

FORM 11

SUBJECT: Ratify the Agreement between Kaiser Foundation Hospitals, Southern California Region, Community Benefit Charitable Contributions Program and County of Riverside Department of Public Health, Epidemiology and Program Evaluation Branch.

BACKGROUND CONTINUED:

This agreement will enable the Riverside County Department of Public Health to support the Riverside County Joint Health Coalition and work to build community capacity on program evaluation, grant writing and advocacy specific to obesity prevention. In addition, The Coalition will develop a County health "report card" which will include physical activity levels and obesity rates among County residents.

FINANCIAL DATA: This is a two (2) year agreement which provides \$30,000 annually for a total of \$60,000 for the period of January 1, 2011 to January 1, 2013. This agreement will provide \$15,000 for the FY 10/11, \$30,000 for FY 11/12 and \$15,000 for FY 12/13. There will be no net county cost.

LETTER OF AGREEMENT
KAISER FOUNDATION HOSPITALS, SOUTHERN CALIFORNIA REGION
COMMUNITY BENEFIT CHARITABLE CONTRIBUTIONS PROGRAM

This Letter of Agreement (hereinafter "Agreement") regarding Community Benefit Funds ("Memorandum"), dated as of October 26, 2010 is entered into by and between **Kaiser Foundation Hospitals**, a California nonprofit, public benefit corporation (hereinafter "KFH") and **Riverside County Department of Public Health**, a sub division in the State of California and not subject to federal or state income tax.

This Agreement sets forth the understanding of the parties hereto as to the terms and conditions under which KFH shall donate funds in the amount of **\$60,000.00 for a two year funding period beginning, January 1, 2011 through January 1, 2013 for the Local Partnership Grant: Riverside County Joint Health Coalition Program.** *Second year funding is contingent upon meeting the terms and conditions of the grant.* Such terms and conditions are as follows:

1. Tax Exemption Status: Grantee represents that at all times relevant herein, it is a charter city organized in the State of California and not subject to federal or state income tax.
2. Purpose of Grant. Grantee shall use entire Grant to support the specific goals, objectives, activities, and outcomes as stated in the Grant Summary.
3. Expenditure of Funds. This Grant (together with any income earned upon investment of grant funds) is made for the purpose outlined in the Grantee's Evaluation Plan and may not be expended for any other purpose without KFH's prior written approval.
4. Prohibited Uses. In no event shall Grantee use any of the funds from this Grant to (a) support a political campaign, (b) support or attempt to influence any government legislation, except making available the results of non-partisan analysis, study or research, or (c) grant an award to another party or for any purpose other than one specified in Section 170(c)(2)(b) of the Internal Revenue Code of 1986 as amended.
5. Return of Funds. KFH reserves the right to discontinue, modify or withhold payments to be made under this Agreement or to require a total or partial return of any funds, including any unexpended funds under the following conditions:
 - (a) If KFH, in its sole discretion, determines that the Grantee has not performed in accordance with this Agreement or has failed to comply with any term or condition of this Agreement.
 - (b) If Grantee loses its status as an eligible Grantee under Paragraph 1 above.
 - (c) Any portion of the funds is not used for the approved purpose
 - (d) Such action is necessary to comply with the requirements of any law or regulation applicable to Grantee or to KFH or to this Grant.
6. Records, Audits and Site Visits. KFH is authorized to conduct audits, including on-site audits, at any time during the term of this Grant and within four years after completion of the Grant. Grantee shall allow KFH and its representatives, at its request, to have reasonable access during regular business hours to Grantee's files, records, accounts, personnel and client or other beneficiaries for the purpose of making such

audits, verifications or program evaluations as KFH deems necessary or appropriate concerning this Grant. Grantee shall maintain accounting records sufficient to identify the Grant and to whom and for what purpose such funds are expended for at least four (4) years after the Grant has been expended.

7. No Assignment or Delegation. Grantee may not assign, or otherwise transfer, any rights or delegates any of Grantee's obligations under this Agreement without prior written approval from KFH.

8. Records and Reports. Grantee shall submit written progress report(s) to KFH in accordance with the due dates stated on the Grant Summary (Attachment).

Grantee shall be primarily responsible for the content of the evaluation report. If KFH determines IRB approval is necessary, as part of the evaluation process, Grantee shall follow KFH IRB approval processes and procedures.

9. Required Notification. Grantee is required to provide KFH with immediate written notification of any change in Grantee's tax exempt status or when Grantee is unable to expend the grant funds for the approved purposes described in the Evaluation Plan.

10. Identification of KFH. Grantee shall identify KFH as a supporting organization in all published material relating to the subject matter of this Grant. Whenever possible and appropriate, Grantee shall publicly acknowledge KFH for this Grant.

11. Equal Employment Opportunity. Grantee agrees to comply with and be bound by the nondiscrimination and affirmative action clauses contained in: Executive Order 11246, as amended, relative to equal opportunity for all persons without regard to race, color, religion, sex or national origin; the Vocational Rehabilitation Act of 1973, as amended, relative to the employment of qualified handicapped individuals without discrimination based upon their physical or mental handicaps; the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, relative to the employment of disabled veterans and veterans of the Vietnam Era, and the implementing rules and regulations prescribed by the Secretary of Labor in Title 41, Part 60 of the Code of Federal Regulations (CFR).

12. Immigration Act Requirements. Grantee shall comply during the term of this Agreement with the provisions of the Immigration Reform and Control Act of 1986 and any regulations promulgated there under. Grantee hereby certifies that it has obtained a properly completed Employment Eligibility Certificate (INS Form I-9) for each worker performing services related to the program described in the Evaluation Plan.

13. Licensing and Credentials. Grantee 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.

14. Payment of Grant. First payment by KFH will be contingent upon a signed Agreement between KFH and Grantee. Subsequent payments (if any) are contingent upon compliance with this Agreement, including timely receipt of reports as outlined in Paragraph 8 above.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

Kaiser Foundation Hospitals

By: _____
Angela Coron
Managing Director, Community Benefit

Date

ee

By: _____
Chairman, Board of Supervisors
County of Riverside

Date

FORM APPROVED COUNTY COUNSEL

BY: NEAL R. KIPNIS 12/4/11
DATE

LETTER OF AGREEMENT
Attachment

GRANT SUMMARY

GRANT NUMBER: 20617139	DATE AUTHORIZED: 10/26/2010
GRANTEE NAME: Riverside County Department of Public Health 4065 County Circle Drive, Suite 403 Riverside, CA 92503	AMOUNT: \$60,000.00 over 24 months
CONTACT, TITLE: Danyte Mockus, Epidemiologist	
TELEPHONE: (951) 358-5557	FAX: (951) 358-5348
CB PROJECT MANAGER: Clara Steimberg, Project Manager II Phone: (626) 405-5999 Email: Clara.V.Steimberg@kp.org	
GRANT PURPOSE: Local Partnership Grant: Riverside County Joint Health Coalition	
GRANT OBJECTIVES: • Strengthen the Riverside County Health Coalition by convening four meetings annually with existing and new partners to implement obesity prevention strategies. • Provide a minimum of four workshops to build community capacity on program evaluation, grant writing and advocacy specific to obesity prevention. • Develop a Riverside County health report card, including physical activity levels and obesity rates among Riverside residents.	
GRANT PERIOD:	
Start date: 1/1/2011	End Date: 1/1/2013

NARRATIVE AND FINANCIAL REPORTS DUE:

Requirement	Due Date
*Progress Report	October 1, 2011
Final Report	February 1, 2012

*Second year payment contingent upon receipt of this report.