

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

319



FROM: Riverside County Regional Medical Center

SUBMITTAL DATE:
06/03/09

SUBJECT: Budget adjustment to implement a Trauma Injury Prevention Program at Riverside County Regional Medical Center.

RECOMMENDED MOTION: Move that the Board of Supervisors:

- 1) Approve and direct the Auditor-Controller to make the budget adjustments on the attached Schedule A.

BACKGROUND: The Board of Supervisors approved on March 31, 2009, Agenda Item 3.10 to accept the Riverside County Indian Gaming Local Community Benefit Committee's grant awards. Riverside County Regional Medical Center (RCRMC) was one of several county departments to receive a grant award from the Morongo Band of Mission Indians and the Riverside County Indian Gaming Local Community Benefit Committee. The grant award in the amount of \$100,000 is to implement a Trauma Injury Prevention Program, and will provide for one (1) full-time Temporary Assistance Pool (TAP) Per Diem position. The position will continue for the duration of the grant, and terminate upon the grant funding ending, unless other sources of funding are identified. The grant objective is to decrease known or associated risks of preventable trauma related injuries through outreach and educational efforts.

Douglas D. Bagley

Douglas D. Bagley, Hospital Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 100000	In Current Year Budget:	No
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	Yes
	Annual Net County Cost:	\$ 0	For Fiscal Year:	08/09

SOURCE OF FUNDS: Special Distribution Fund, Casino Morongo/AB158	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input checked="" type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *Debra Cournoyer*
Debra Cournoyer

County Executive Office Signature

FISCAL PROCEDURES APPROVED
 ROBERT E. BYRD, AUDITOR-CONTROLLER
 BY: *[Signature]* 06/11/09
 SUSANA GARCIA-BOCANEGRA

Departmental Concurrence

Dept's Recomm.: Consent Policy
 Per Exec. Ofc.: Consent Policy

SUBJECT: Budget adjustment to implement a Trauma Injury Prevention Program utilizing AB158 Indian Gaming Mitigation Grant Award

Page 2

BACKGROUND (Continued):

The Trauma and Injury Prevention Program TAP position will be responsible for education and training on the proper use and distribution of infant car seats, bicycle and helmet safety, gun safety, drowning prevention, alcohol use and teenage DUI through Every 15 Minutes high school programs, recreational drug abuse, boat safety, household and plant poisoning, firework safety, and infant/parent co-sleeping dangers. RCRMC plans to recruit a Registered Nurse III – Per Diem (class code: 73958), giving special consideration to county employees impacted by recent budget reductions, and meeting the required minimum qualifications

Grant funding will also be used to purchase car seats, safety material, bicycle helmets, reflectors, gun locks and other safety related items to assist to educate and provide families with protection safety devices necessary to prevent known sources of trauma related injuries in infants, children, adults and the elderly. The Trauma Injury Prevention Program will assist to mitigate the impact that increased Indian Gaming has had in and around the Morongo Valley, and the community at-large.

SCHEDULE A

Special Distribution Fund (SDF), Morongo/AB158 Grant.

Increase Estimated Revenue:

Fund	DeptID	Account/Description	Amount
40050	4300100000	781850 (Grants-Nongov.)	\$100,000

Increase Appropriations:

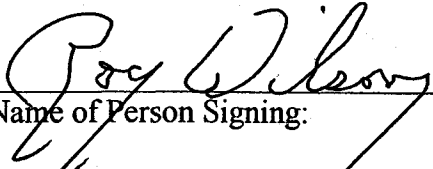
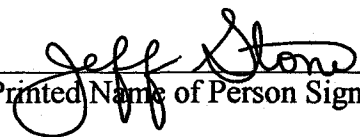
Fund	DeptID	Account/Description	Amount
40050	4300100000	510330 (TAP salaries)	79,041
40050	4300100000	523230 (miscellaneous exp)	<u>20,959</u>
			\$100,000

RIVERSIDE COUNTY
 INDIAN GAMING LOCAL COMMUNITY BENEFIT COMMITTEE (CBC)
 AGREEMENT
 GRANT OF FUNDS – Fiscal Year 2008/2009


RECIPIENT: Riverside County Regional Medical Center (M04-09)

The local jurisdiction designated above (“Recipient”) is hereby approved for a grant of funds in an amount not to exceed \$100,000.00 as sponsored by Morongo Band of Mission Indians and certified by the Riverside County Indian Gaming Local Community Benefit Committee (“Committee”), pursuant to California 2003 Senate Bill 621 (“SB 621”), California 2005 Senate Bill 288 (“SB 288”) and California 2008 Assembly Bill 158 (“AB 158”) to provide services as set forth in Attachment A (attached hereto and in the Application Form for fiscal year 2008/09, with attachments thereto,) as incorporated herein by reference, subject to the following terms and conditions:

IN WITNESS WHEREOF, Committee and Recipient have executed this Agreement.

Authorized Signature for Committee:	Authorized Signature for Recipient:
	
Printed Name of Person Signing: ROY WILSON	Printed Name of Person Signing: JEFF STONE
Title: Chairman, Community Benefit Committee	Title: CHAIRMAN, BOARD OF SUPERVISORS
Date: MAR 31 2009	Date: MAR 31 2009

FORM APPROVED COUNTY COUNSEL

BY:  3/30/09
 MINH C. TRAN DATE

ATTEST:

KECIA HARPER-IHEM
 CLERK OF THE BOARD

BY: 

MAR 31 2009 3.10

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5. DEFINITIONS

“Recipient” means any city, county or special district to which an Agreement is awarded and which shall be accountable to the Committee for the use of funds provided.

6. SCOPE OF WORK/PERFORMANCE AND REQUIREMENTS OF RECIPIENT

A. Incorporation by Reference of the Application Submission of Recipient. The application submission of Recipient is hereby incorporated by reference to the extent that the application has not been altered or amended by the provisions of Attachment A hereto.

B. Requirements per S.B. 621, S.B. 288 and A.B. 158.

(1) Recipient shall not use any part of this grant money for any purpose that would support or fund, directly or indirectly, any effort related to opposition or challenge to Indian gaming in the state, and, to the extent any awarded grant is utilized for any prohibited purpose by any local government, upon notice given to the county by any tribe from whose Individual Tribal Casino Account (ITCA) the awarded grant went toward that prohibited use, the grant shall terminate immediately and any moneys not yet used shall again be made available for qualified nexus grants.

(2) Recipient shall provide notice to the public, either through a slogan, signage, or other mechanism, which states that the local government project received funding from the Indian Gaming Special Distribution Fund and which further identifies the particular Individual Tribal Casino Account from which the grant is derived. For Recipients of the 20% discretionary grants from non-SDF-paying tribes, a list of all Riverside County paying tribes shall be credited on such public notice, in addition to the Tribe to which application was made.

7. REIMBURSEMENT OF FUNDS

Notwithstanding any other provision herein, upon request of the Committee, Recipient agrees to fully reimburse any and all funds received from the State Controller’s Office where such funds are not or have not been utilized by Recipient, as determined by the Committee, for the purpose intended by SB 621, SB 288 and AB 158. The terms and conditions of reimbursement shall be the sole discretion of the Committee and/or the State.

8. FISCAL AUDIT, REPORT AND RECORDS

- A. Every Recipient of funds shall provide the Committee a copy of a quarterly financial report. A template for the quarterly financial report will be provided to recipient. A quarterly financial report shall be submitted to the Committee on: May 15, 2009.
- B. Every Recipient of funds shall provide the Committee a copy of their annual financial audit covering the fiscal year in which funds are received or services provided, pursuant to this Agreement. Such audit shall be performed by an independent auditor, using generally accepted accounting principles.
- C. Every Recipient of funds shall provide the Committee an annual report of services performed through the use of the grant funds. This report shall contain all information required to enable the Committee to perform its duties.
- D. The financial audit and report of services performed shall be submitted to the Committee Chairperson, or designee, on or before August 31, 2009.

1 permits, employee licenses or business, state and/or clinic licenses shall be on file with the
2 Recipient in order for the subcontractor to perform the proposed services. Subcontractor
3 agreements shall be updated each Agreement term.

4 **12. INDEPENDENT CONTRACTOR**

5 It is understood and agreed that Recipient is an independent contractor and that no relationship of
6 employer-employee exists between the Recipient and Committee. Neither Recipient nor Recipient's
7 officers, agents, employees or subcontractors shall be entitled to any benefits payable to employees of
8 Committee, including Worker's Compensation. Recipient agrees to indemnify and hold harmless the
9 Committee for any cost or expense the Committee may incur as a result of any claim wherein the
10 claimant alleges any employee / employer relationship exists between the Claimant and the
11 Committee.

12 **13. INDEMNIFICATION**

13 Recipient shall indemnify and hold harmless the Committee from any liability whatsoever, including
14 but not limited to, property damage, bodily injury, or death, based or asserted upon any services of
15 Recipient, its officers, employees, subcontractors, agents or representatives arising out of or in any
16 way relating to this Agreement and Recipient shall defend at its sole expense and pay all costs and
17 fees, including but not limited to, attorney fees, cost of investigation, defense and settlements or
18 awards, on behalf of the Committee in any claim or action based upon such liability.

19 With respect to any action or claim subject to indemnification herein by Recipient, Recipient shall, at
20 their sole cost, have the right to use counsel of their choice and shall have the right to adjust, settle, or
21 compromise any such action or claim without the prior consent of Committee; provided, however,
22 that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes
23 Recipient's indemnification to the Committee as set forth herein.

24 Recipient's obligation hereunder shall be satisfied when Recipient has provided Committee the
25 appropriate form of dismissal relieving the Committee from any liability for the action or claim
26 involved.

27 The specified insurance limits required in this Agreement shall in no way limit or circumscribe
28 Recipient's obligations to indemnify and hold harmless the Committee herein from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause
shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the
Recipient from indemnifying the Committee to the fullest extent allowed by law.

1 3) Recipient shall cause Recipient's insurance carrier(s) to furnish the County of Riverside with
2 either 1) a properly executed original Certificate(s) of Insurance and certified original copies of
3 Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing
4 by the County Risk Manager, provide original Certified copies of policies including all
5 Endorsements and all attachments thereto, showing such insurance is in full force and effect.
6 Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance
7 carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any
8 material modification, cancellation, expiration or reduction in coverage of such insurance. In the
9 event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement
10 shall terminate forthwith, unless the Committee receives, prior to such effective date, another
11 properly executed original Certificate of Insurance and original copies of endorsements or certified
12 original policies, including all endorsements and attachments thereto evidencing coverage set forth
13 herein and the insurance required herein is in full force and effect. Recipient shall not commence
14 operations until the Committee has been furnished original Certificate(s) of Insurance and certified
15 original copies of endorsements and, if requested, certified original policies of insurance including
16 all endorsements and any and all other attachments as required in this Section. An individual
17 authorized by the insurance carrier to do so, on its behalf, shall sign the original endorsements for
18 each policy and the Certificate of Insurance.

19 4) It is understood and agreed to by the parties hereto and the insurance company(s), that the
20 Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary
21 insurance, and the Committee's insurance and/or deductibles and/or self-insured retentions or self-
22 insured programs shall not be construed as contributory.

23 5) Recipient shall pass down the insurance obligations contained herein to all tiers of
24 subcontractors working under this Agreement.

25 6) The insurance requirements contained in this Agreement may be met with a program(s) of
26 self-insurance acceptable to the Committee.

27 7) Recipient agrees to notify Committee of any claim by a third party or any incident or event
28 that may give rise to a claim arising from the performance of this Agreement.

29 **15. ASSIGNMENT**

This Agreement shall not be assigned by Recipient, either in whole or in part, without prior written
consent of Committee, as approved and authorized by formal action of the Committee.

30 **16. ALTERATION AND/OR AMENDMENT**

No alteration, amendment, or variation of the terms of this Agreement shall be valid unless made in
writing and signed by the parties hereto, and no oral understanding or agreement not incorporated
herein shall be binding on any of the parties hereto. Only the Committee, by formal action, may
authorize any alteration or revision to this Agreement on behalf of the Committee. The parties
expressly recognize that individual Committee members, advisory committee members, or staff to the
Committee is without authorization to either change or waive any requirements of this Agreement
without formal action of the Committee.

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ATTACHMENT A:

SCOPE OF WORK/PERFORMANCE TARGET OUTLINE

This request is for funding a formal Trauma and Injury Prevention Program (TIPP). A formalized Trauma and Injury Prevention Program at RCRMC will fund and allow the following:

1) One Full-Time Injury Prevention Coordinator for Trauma Services

A full-time Injury Prevention Coordinator will provide consistent coverage and resources for public outreach and injury prevention activities aimed at community information for decreasing known or associated risks of potentially preventable trauma related injuries. Specific target areas include: proper use and distribution of infant care seats, bicycle and helmet safety, gun safety, drowning, alcohol use and teenage DUI through Every 15 minutes high school programs, recreational drug abuse, boat safety, household and plant poisoning, firework safety, and infant/parent co-sleeping dangers.

2) Trauma and Safety Prevention Supplies

Adequate funding to purchase infant car seats, safety material bicycle helmets, reflectors, gun locks and other safety related items will assist to educate and provide families with protection safety devices necessary to prevent known sources of trauma related injuries in infants and children. Currently, 28% of all pediatric trauma related injuries from traffic accidents are the result of inadequate or non use of infant care seats.

Formalization of a Trauma and Injury Prevention Program will assist in increasing community awareness regarding injury prevention, and potentially decrease the continually rising number of trauma patients in Riverside County. This in turn has the potential to mitigate the impact that increased Indian Gaming will have in your area. As part of RCRMC's Trauma Service, the Trauma and Injury Prevention Program (TIPP) would focus on prevention involving the pediatric, adolescent, adult, and geriatric population. This will serve the community's need for injury prevention educations as well as RCRMC's commitment to the American college of Surgeon requirements for Level II Trauma Center designation. Additionally, injury prevention/outreach activities for the pediatric and adolescent population will satisfy requirement standards set forth by the Department of Health Services California Children's Services (CCS) program for hospitals.