

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

859



FROM: Community Health Agency/Department of Public Health

SUBMITTAL DATE:
February 15, 2012

SUBJECT: Ratify the Agreement #20623148 between Kaiser Foundation Hospitals, California Community Foundation and County of Riverside Department of Public Health for the HEAL Zone Initiative Eastside.

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Ratify the Agreement between Kaiser Foundation Hospitals, California Community Foundation and County of Riverside Community Health Agency, Department of Public Health, in the amount of \$1,000,000 for the period of January 1, 2012 to October 1, 2015;
- 2) Authorize and direct the Auditor Controller to adjust budget as specified in Schedule A; and
- 3) Authorize the Chairperson to sign three (3) originals of said Agreement on behalf of the County.

Susan D. Harrington

GH:nw/ys

Susan D. Harrington, Director of Public Health

FINANCIAL DATA

Current F.Y. Total Cost:	\$ 100,000	In Current Year Budget:	No
Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	Yes
Annual Net County Cost:	\$ 0	For Fiscal Year:	11/12

SOURCE OF FUNDS: 100% funded by the California Community Foundation.

Positions To Be Deleted Per A-30	<input checked="" 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
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: *Samuel Wong*
 SAMUEL WONG
 Departmental Concurrence
 FORM APPROVED COUNTY COUNSEL
 BY: *Neal R. Kipnis*
 NEAL R. KIPNIS
 DATE: *2/15/12*

Consent
 Policy
 Consent
 Policy

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

Prev. Agn. Ref.:

District: 1/1

Agenda Number:

3.25

FORM 11
Community Health Agency
Page 2

SUBJECT: Ratify the Agreement #20623148 between Kaiser Foundation Hospitals, California Community Foundation and County of Riverside Department of Public Health for the HEAL Zone Initiative Eastside.

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.

This agreement will enable the Riverside County Department of Public Health to support the Riverside County Joint Health Coalition to engage in the planning and implementation of community-specific strategies that address behavioral goals related to obesity prevention through healthy eating and active living in Riverside's Eastside community.

FINANCIAL DATA: This is a three (3) year and nine (9) month agreement which provides \$100,000 from January 1, 2012 through September 30, 2012 and \$300,000 annually for three consecutive years for a total of \$1,000,000 for the period of January 1, 2012 to October 1, 2015.

County	FY 11/12	FY 12/13	FY 13/14	FY 14/15	Total
Funds:	\$100,000	\$300,000	\$300,000	\$300,000	\$1,000,000

SUBJECT: Ratify the Agreement #20623148 between Kaiser Foundation Hospitals, California Community Foundation and County of Riverside Department of Public Health for the HEAL Zone Initiative Eastside.

SCHEDULE A
Community Health Agency
Department of Public Health
Budget Adjustment
Fiscal Year 2011/2012

INCREASE IN APPROPRIATIONS:

10000-4200100000-510040	Regular Salaries	\$47,000
10000-4200100000-518100	Budgeted Benefits	\$20,600
10000-4200100000-520320	Telephone Service	\$2,500
10000-4200100000-523700	Office Supplies	\$2,000
10000-4200100000-524500	Administrative Support Direct	\$12,500
10000-4200100000-525440	Professional Services	\$8,000
10000-4200100000-526700	Rent-Lease Bldgs	\$2,700
10000-4200100000-527780	Special Program Expense	\$2,700
10000-4200100000-528140	Conference/Registration Fees	\$1,000
10000-4200100000-528920	Car Pool Expense	\$1,000

TOTAL INCREASE IN APPROPRIATION: \$100,000

INCREASE IN ESTIMATED REVENUE:

10000-4200100000-781480	Program Revenue	\$100,000
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TOTAL INCREASE IN ESTIMATED REVENUE: \$ 100,000

LETTER OF AGREEMENT
CALIFORNIA COMMUNITY FOUNDATION
OBO 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 December 2, 2011 is entered into by and between the California Community Foundation, (the "Foundation"), a California nonprofit public benefit corporation , Kaiser Foundation Hospitals, a California nonprofit, public benefit corporation (hereinafter "KFH") and **Riverside County Department of Public Health**, a county organized 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 the Foundation at the recommendation of KFH shall donate funds in the amount of **\$1,000,000.00 payable over a three year and nine month funding period beginning January 1, 2012 through October 1, 2015 for the HEAL Zone Initiative: Eastside. Subsequent 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, a county 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 Grantee's funding application and, for Grants greater than \$25,000, as submitted in the Work Plan.
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 Work 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.** The Foundation 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. KFHH 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 KFHH 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 KFHH 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 KFHH.

8. Records and Reports. Grantee shall submit written progress report(s) to KFHH 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 KFHH determines IRB approval is necessary, as part of the evaluation process, Grantee shall follow KFHH IRB approval processes and procedures.

9. Required Notification. Grantee is required to provide KFHH 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 Work Plan.

10. Identification of KFHH. Grantee shall identify KFHH as a supporting organization in all published material relating to the subject matter of this Grant. Whenever possible and appropriate, Grantee shall publicly acknowledge KFHH 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 thereunder. 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 Work 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. Payment may be made from the Kaiser Permanente Southern California Fund for Charitable Contributions, a component fund of the Foundation.

- (a) First payment by the Foundation will be contingent upon a signed Agreement between the Foundation, KFH and Grantee.
- (b) 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

Grantee

By: 
Angela Coron
Managing Director, Community Benefit

By: _____
John Tavaglione, Chairman, Board of Supervisors
County of Riverside

Date: 12-2-11

Date: _____

California Community Foundation

By: _____

Date: _____

FORM APPROVED COUNTY COUNSEL
BY: 
NEAL R. KIPNIS DATE 2/15/12

ATTEST:
Kecia Harper-Ihem, Clerk

By _____
Deputy

LETTER OF AGREEMENT
Attachment

GRANT SUMMARY

GRANT NUMBER: 20623148	DATE AUTHORIZED: November 30, 2011
GRANTEE NAME: Riverside County Department of Public Health	AMOUNT: \$1,000,000.00 over 45 months
CONTACT, TITLE: Dr. 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: HEAL Zone Initiative: Eastside	
<p>GRANT OBJECTIVES: Over the course of this three-year and nine-month initiative, all HEAL Zones will engage in the planning and implementation of community-specific strategies that address the following behavioral goals:</p> <ol style="list-style-type: none"> 1. Increase consumption of healthy food and beverages - (e.g., eat more fruits and vegetables, drink water) 2. Decrease calorie consumption - (e.g., decrease consumption of soda/sugar-sweetened beverages, reduce portion sizes, reduce snacking) 3. Increase physical activity - (e.g., reduce television screen time, increase portion of time walking to school/work, increase daily/weekly exercise) <p>It is expected that the strategies will, at a minimum, reach the following outcomes:</p> <ol style="list-style-type: none"> 4. Environments: <ol style="list-style-type: none"> a. Nutrition: Improved access to healthy foods and healthy beverages (e.g., affordability, availability and quality) b. Physical Activity: Improved access to physical activity opportunities (e.g., schools, after school programs, parks, neighborhoods, etc.) 5. Policies - Improved community and organization policies related to healthy eating, active living (e.g., worksite wellness, school food/wellness policies, etc.) 6. Education / Promotion - Increased awareness, knowledge, skills, motivation, and utilization among community members around healthy eating and active living. 	
GRANT PERIOD:	
Start date: 1/1/2012	End Date: 10/1/2015

PAYMENT SCHEDULE:

Please note: Subsequent payments will be contingent on satisfactory progress of the grant as determined by Kaiser Permanente, and an acknowledgement letter received after each payment.

December 2011	\$100,000
October 2012	\$150,000
April 2013	\$150,000
October 2013	\$150,000
April 2014	\$150,000
October 2014	\$150,000
April 2015	\$150,000

NARRATIVE AND FINANCIAL REPORTS DUE (with reporting period to be covered):

08/01/12	Narrative and Financial Progress Report	(Covering January 1, 2012 through June 30, 2012)
02/01/13	Narrative and Financial Progress Report	(Covering July 1, 2012 through December 31, 2012)
08/01/13	Narrative and Financial Progress Report	(Covering January 1, 2013 through June 30, 2013)
02/01/14	Narrative and Financial Progress Report	(Covering July 1, 2013 through December 31, 2013)
08/01/14	Narrative and Financial Progress Report	(Covering January 1, 2014 through June 30, 2014)
02/01/15	Narrative and Financial Progress Report	(Covering July 1, 2014 through December 31, 2014)
11/01/15	Cumulative Final Report	(Covering January 1, 2012 through September 31, 2015)

Annual Site Visits :

- Dates to be determined