



July 19, 2018

The Honorable Board of Supervisors
County Administration Building
1221 Oak Street
Oakland, CA 94612

Dear Board Members:

SUBJECT: ACCEPT AGREEMENT FOR CULTURE OF HEALTH LEADERS AWARD FROM THE ROBERT WOOD JOHNSON FOUNDATION FOR ALAMEDA COUNTY PUBLIC HEALTH DEPARTMENT COMMUNITY ASSESSMENT, PLANNING, AND EVALUATION UNIT

RECOMMENDATIONS:

- A. Accept the agreement with Robert Wood Johnson Foundation for the Public Health Department (PHD) to provide staffing support and serve as a sponsoring institution for the Culture of Health Leaders program with the PHD receiving up to \$95,000 for the period 9/1/18 – 8/31/21;
- B. Authorize the Auditor-Controller to make the associated budget adjustments; and
- C. Authorize the Public Health Department director or designee to execute the agreement and related forms, as approved to form by County Counsel and file an original copy with the Clerk of the Board.

SUMMARY:

Your Board is requested to accept the agreement with Robert Wood Johnson Foundation (RWJF) for Alameda County Public Health Department (ACPHD) to serve as a sponsoring institution for the Culture of Health Leaders program. The Culture of Health Leaders program is designed to develop and support leaders through a three-year process that results in the mastery of self, relationships, environment, and change. One ACPHD employee was selected as a participant in this program, and ACPHD will be compensated with up to \$95,000 over three years for participation in this program.

Over the Course of three years, the selected employee will complete a leadership development curriculum and individual and collaborative projects that support the cultural shifts at the local, State, and national levels. During the program, RWJF expects the staff to spend 32 – 38 hours per month on program-related activities, which will include, in-person meetings, distance learning, one-on-one development opportunities, reflective practice, peer-to-peer learning, and group projects.

Culture of Health Leaders is a three-year national leadership development program that connects a diverse array of private, public and nonprofit sector leaders to take their leadership and influence to the next level and collaborate in new ways to create a healthier, more equitable future for all people; and develop advanced leadership skills to build a culture of health that will enable all to live longer, healthier lives now and for generations to come. Participants will become the next generation of leaders, collaborating across sectors (e.g. private, public, nonprofit, social enterprise), address health disparities, and take bold steps to achieve greater equity in communities across the country.

SELECTION CRITERIA:

Not applicable.

FINANCING:

Funding for this award was not included in Fiscal Year 2018-19 adopted budget. Therefore, an increase of \$20,000 in appropriation and revenue is necessary to align with revenue received. There is no impact to net County cost as a result of approving the above recommendations.

Sincerely,



Colleen Chawla, Director
Health Care Services Agency

FINANCIAL RECOMMENDATION

AGENDA DATE:

8/7/2018

Subject of Board Letter:

APPROVE AGREEMENT FOR CULTURE OF HEALTH LEADERS AWARD FROM THE ROBERT WOOD JOHNSON FOUNDATION FOR ALAMEDA COUNTY PUBLIC HEALTH DEPARTMENT COMMUNITY ASSESSMENT, PLANNING, AND EVALUATION UNIT

BY: 2019

FUND: 10000

The use of Designations, as follows:

NAME OF DESIGNATION	ORG	AMOUNT

The increase (decrease) in anticipated revenue, as follows:

				<i>Informational</i>	
ORG	ACCT	PROG	PROJ/GR		AMOUNT
350201	479990	00000	n/a		20,000
				ORG TOTAL \$	20,000

GRAND TOTAL ANTICIPATED REVENUE \$ 20,000

The increase (decrease) in appropriations, as follows:

				<i>Informational</i>	
ORG	ACCT	PROG	PROJ/GR		AMOUNT
350200	610000	00000	n/a		20,000
				ORG TOTAL \$	20,000

GRAND TOTAL APPROPRIATION \$ 20,000



Robert Wood Johnson Foundation

LETTER OF AGREEMENT

This Letter of Agreement sets forth the terms and conditions governing the grant made by the Robert Wood Johnson Foundation (referred to as "the Foundation," "we," or "us") identified below. As a grantee (referred to as "grantee" or "you"), you should read this carefully; your signature on this Letter of Agreement constitutes your acceptance of all terms and conditions set forth in this agreement or incorporated by reference. As used in this Letter of Agreement, the term "grant" includes any income you derive from the grant.

Awardee: Alameda County Public Health Department
I.D.: 75669
Amount: \$95,000
Purpose: Culture of Health Leaders Cohort Three - 2018
Project Information: Grant Period: September 1, 2018 through August 31, 2021
Participant: Tammy Haesup Lee, MPH, 510-268-2619
(tammy.lee@acgov.org)

1. PURPOSE AND ADMINISTRATION. You will directly administer and monitor the grant funds and agree that, without the Foundation's prior written consent, which consent may be conditioned, granted, or withheld by the Foundation in its sole discretion, no grant funds shall be used in any way other than as specifically set forth in this Letter of Agreement, the grant budget (if required), and any related documents, all as approved by the Foundation (collectively, the "Approved Grant Documents").

This grant supports the participant's engagement in the RWJF Culture of Health Leaders program (the program). Over the course of three years, the participant will complete a leadership development curriculum and individual and collaborative projects that support the cultural shifts at the local, state, and national levels necessary for all people to have the opportunity to achieve their best possible health and well-being. During the program, RWJF expects the participant to spend 32 to 38 hours per month on program-related activities, which will include, but will not be limited to, in-person meetings, distance learning, one-on-one development opportunities, reflective practice, peer-to-peer learning, small-group projects, and large-group experiences that focus on "learning by doing."

Stipend funds (\$20,000 per year) will support the participant's successful completion of the program. Examples of permissible purposes for use of stipends include defraying salary/release time, living expenses, consultant fees, relevant conference/workshop registration fees, program-related travel and supplies, and executive education. The specific use of the stipend will be determined jointly by the grantee institution and participant.

Participants are required to submit a plan and budget for a community-based initiative that promotes a Culture of Health in the second year of the program. Upon approval of the plan and budget by the national program center and the Foundation, the Foundation will release project funds of up to \$35,000 to the grantee institution on behalf of the participant for implementation and evaluation of the initiative.

The participant may not use any grant funds (stipends or project funds) to: (1) support clinical trials of unapproved drugs or devices; (2) construct or renovate facilities; or (3) engage in lobbying or political activities.

The participant may request a transfer of grant funds including stipends, project funds or both to another sponsoring institution for reasons including, but not limited to, a change in the participation's affiliation with the grantee. If such a transfer is approved by the Foundation, the grantee agrees to assist with such transfer.

Under this Letter of Agreement, you are acting solely as a grant administrator on behalf of the Robert Wood Johnson Foundation. The grant is specific to the participant named above. In the event that the participant separates from you, you shall notify the Foundation and no longer act as the grant administrator.

No changes may be made to the nature or scope of the program or project being supported by this grant without the Foundation's prior written consent, which consent may be conditioned, granted, or withheld by the Foundation in its sole discretion.

2. USE OF GRANT FUNDS. In administering the grant, you are expected to comply with, and ensure the Participant complies with, the requirements of Section 2(A)-(F) below and also to monitor the Participant's compliance with these terms. Examples of monitoring include, but are not limited to, gathering information when responding to Participant's requests to disburse funds and requiring and reviewing reports on the use of funds from Participant.

A. No part of the grant shall be used to carry on propaganda or otherwise attempt to influence legislation within the meaning of Section 4945(d)(1) of the Internal Revenue Code.

B. No part of the grant shall be used to attempt to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive within the meaning of Section 4945(d)(2) of the Internal Revenue Code.

C. Any polls or surveys funded as part of this grant shall comply fully with the Guidelines for Funding and Releasing Polls and Surveys (which are available at www.rwjf.org/files/guidelinesforpollsandsurveys.pdf).

D. If one of the deliverables created with grant funds is a public use data set for inclusion in the Foundation's Health and Medical Care Archive, you shall, at no additional cost to us, cause public use data files to be constructed (with appropriate adjustments to assure individual privacy) in accordance with the specifications of the Inter-University Consortium for Political and Social Research, University of Michigan, including the full documentation outlined in the Consortium's current data preparation manual. Unless we otherwise specify, such public use data files shall include all data files used to conduct the analysis under the grant. You shall transmit one computer-readable copy of such public use data files and documentation to the Consortium within 12 months of the expiration of the grant period. A portion of your final payment, up to 10 percent of the grant award amount, may be withheld until this deliverable has been received.

E. If the grant is to be used in whole or in part for research involving human subjects, you will ensure that the Participant is conducting the research in compliance with the ethical standards and the criteria for approval and conduct of research set forth in United States Department of Health and Human Services policy for the protection of human research subjects (45 C.F.R. Part 46 and related guidance, as amended from time to time) and all other federal and state laws applicable to the research project. Such requirements may include, but are not limited to, obtaining and maintaining institutional review board (IRB) approval and obtaining informed consent of participating research subjects.

F. You will ensure that any individually identifiable health information used or disclosed in connection with the grant will be used and disclosed in compliance with applicable federal and state statutes and regulations regarding the privacy and security of such information including, but not limited to, the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. Section 201 et seq., as amended, and its applicable implementing regulations, 45 C.F.R. Part 164 (HIPAA). Any health information reported to the Foundation will be de-identified within the meaning of the HIPAA privacy rule or will be consistent with the research subject's signed HIPAA authorization, or will be otherwise permissible under law.

3. **REPAYMENT.** Any portion of the grant funds not used solely in accordance with the terms of this agreement shall be repaid within thirty (30) days. Any unused portion of the grant funds shall be repaid within thirty (30) days of the expiration of the grant period including any approved extension. If we terminate the grant, you shall repay within thirty (30) days all grant funds unexpended as of the effective date of termination and all grant funds expended for purposes or items allocable to the period of time after the effective date of termination. The Foundation agrees to pay for all noncancelable costs incurred in good faith up to the effective date of termination.

4. **BUDGET.** If a grant budget is included in the Approved Grant Documents, the grant budget and any revisions thereto shall comply with our Budget Preparation Guidelines (previously provided with your proposal application and instructions), Budget Revision Guidelines (which are available at www.rwjf.org/grantees/instructionlist.jsp), and any additional instructions contained in the award letter sent by the Foundation to you (collectively, the "Budget Guidelines"). Such Budget Guidelines, as they may be modified by us from time to time, are part of the terms and conditions of your grant and are incorporated herein by reference. Expenditures of grant funds must adhere to the specific line items in your approved grant budget (if applicable).

5. **ACCOUNTING AND AUDIT.** You shall indicate the grant separately on your books of account. You shall maintain a systematic accounting record of the receipt and disbursement of funds and expenditures incurred under the terms of the grant and shall retain the substantiating documents such as bills, invoices, cancelled checks, and receipts in your files for at least four (4) years after expiration of the grant period. You agree promptly to furnish the Foundation with copies of such documents upon the Foundation's request and to make your books and records available for inspection by us at a date and time determined by mutual agreement.

At our expense, we may audit or have audited your grant-related books and records, and you shall provide all necessary assistance in connection therewith.

6. **TAX REPORTING.** You shall comply with any required federal, state, or local tax withholding or reporting related to distributions of the grant funds.

7. **REPORTS.** Grant payments will be awarded over the course of the grant period and are contingent on the timely submission and acceptance of the financial and narrative reports required under this Letter of Agreement. You shall furnish financial reports to us for each budget period of the grant and upon expiration, repayment, or termination of the grant. If a grant budget is part of the Approved Grant Documents, the financial report shall show actual expenditures reported as of the date of the report against the approved line item budget. You shall furnish annual narrative reports and the final narrative report to us which shall include a report on the progress the Participant made in the program and any problems or obstacles encountered in the effort to achieve the grant purposes. All such reports shall be furnished to us within thirty (30) days after the close of the period for which such reports are made. You shall retain all such reports in your files for at least four (4) years after expiration of the grant period.

At our expense, we may monitor and conduct an evaluation of operations under the grant, which may include visits by our representatives to observe your program procedures and operations and to discuss the program with your personnel at a date and time determined by mutual agreement.

8. **COPYRIGHT; FOUNDATION USE OF DATA.** All copyright interests in materials produced as a result of this grant are owned by the grantee. You grant to the Foundation a nonexclusive, irrevocable, perpetual, royalty-free license to reproduce, publish, republish, summarize, excerpt, or otherwise use and license others to use, in print or electronic form, including in electronic databases or in any future form not yet discovered or implemented, any and all such materials produced in connection with this grant. If requested by the Foundation, you shall cause the Participant to execute such additional agreements or acknowledgements as shall be necessary to confirm or effectuate the foregoing grant of license rights. You shall send to the Foundation copies of all papers, manuscripts, and other materials which the Participant produces that are related to this grant.

You represent that, to the best of your knowledge, the materials produced by the Participant under this grant will be original and not infringe upon any copyright or any other right of any other person, and will not previously have been published.

9. **PUBLIC REPORTING.** The Foundation will report this grant in its next annual report and on its Form 990-PF and other reports as required by law. The Foundation will discuss potential communications activities with you related to this grant, including the issuing of news releases. Please do not issue news releases or any public announcements without consulting with the Foundation prior to these activities. In addition, we may publish reports on the project or program, briefly describing its accomplishments and results, which we also may use to respond to inquiries.

In all public statements concerning the Foundation, you should refer to the Foundation by its full name: Robert Wood Johnson Foundation.

10. **GRANT TERMINATION.** It is expressly agreed that any use by you of the grant proceeds for any purposes other than those specified in Section 170(c)(2)(B) of the Internal Revenue Code will terminate our obligation to make further payments under the grant.

At our sole option, we may suspend or terminate the grant at any time if (i) the Participant is not meeting the obligations of the program as set forth in this Letter of Agreement and other program materials including, but not limited to, consistent participation and progress toward program goals; (ii) the Participant becomes a government official as defined in Section 4946(c) of the Internal Revenue Code; or (iii) in our sole judgment, you or the Participant become unable to or cease to be

an appropriate means of accomplishing the purposes of the grant or fail to comply with any of the conditions hereof.

If the grant is terminated prior to the scheduled completion date, upon our request, you shall provide us a full accounting of the receipt and disbursement of funds and expenditures incurred under the grant as of the effective date of termination.

11. **LIMITATION; CHANGES; SEVERABILITY.** You acknowledge and agree that we have no obligation to provide other or additional support to you for purposes of this project or any other purposes. Any changes, additions, or deletions to (i) the terms and conditions of the grant or (ii) the Approved Grant Documents must be made in writing only and must be jointly approved by the Foundation and you. The invalidity in whole or in part of any term or condition of this grant shall not affect the validity of the other terms and conditions.

12. **CHANGED CIRCUMSTANCES; REGULATORY ACTION.** You shall promptly notify us in writing if there is any change in circumstances that might affect your ability to carry out the grant; you undergo a merger, division, or other corporate reorganization; you become subject to a proceeding under the Bankruptcy Code or other law relating to insolvency or make an assignment for the benefit of creditors; you become subject to an investigation or proceeding brought by the Attorney General or any other regulatory agency; or you receive notice of any litigation or other legal action relating to the grant or are served with a subpoena or other legal process seeking to compel production of or obtain access to any data related to the grant.

13. **NONTRANSFERABILITY; NO JOINT VENTURE.** This grant is not transferable. Nothing contained herein shall be construed in any manner to imply or create a relationship between the Foundation and you as partners, joint venturers, or agent. You shall not act in any manner as our agent or representative.

14. **AUTHORITY; COMPLIANCE WITH APPLICABLE LAW.** You represent and certify that you have full power and authority to enter into this agreement, and that all activities conducted hereunder shall be in full compliance with the requirements of all applicable federal, state, and local laws, regulations, and ordinances.

All the terms and conditions above are hereby accepted and agreed to as of the date indicated.

Alameda County Public Health Department

Date: _____

By: _____

Kimi Watkins-Tartt

Title: Interim Public Health Director

