

**LETTER OF AGREEMENT**  
**KAISER FOUNDATION HOSPITALS, SOUTH BAY**  
**COMMUNITY BENEFIT CHARITABLE CONTRIBUTIONS PROGRAM**  
**31425**

This Letter of Agreement (hereinafter "Agreement") regarding Community Benefit Funds ("Memorandum"), dated as of July 2, 2009 is entered into by and between **Kaiser Foundation Hospitals**, a California nonprofit, public benefit corporation (hereinafter "KFH") and **City of Long Beach**, a charter city 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 KFH shall donate funds in the amount of **\$15,000.00 for a one year funding period beginning July 1, 2009 through July 1, 2010 for Latino Diabetes Prevention and Management Program**. 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 Grantee's funding application and, for Grants greater than \$25,000, as submitted in the evaluation 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 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, as follows:

(a) *For Grants \$25,000 and below:* Grantee shall submit one written final progress report within 30 calendar days after completion of the grant period, using the report format provided by KFH.

(b) *For Grants over \$25,000:* Grantee shall submit written progress reports within 30 calendar days of each six-month period following the grant award, and a final progress report within 30 calendar days after completion of the grant period, using the report format provided by KFH.

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 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 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: Tara O'Brien 11/10/2009  
Tara O'Brien Date  
Public Affairs Director

**Grantee**

By: [Signature] Assistant City Manager 10.22.09  
Patrick H. West Date  
City Manager  
City of Long Beach  
**EXECUTED PURSUANT  
TO SECTION 301 OF  
THE CITY CHARTER.**

APPROVED AS TO FORM  
10/13 20 09  
ROBERT E. SHANNON, City Attorney  
By: [Signature]  
LINDA TRANG  
DEPUTY CITY ATTORNEY

LETTER OF AGREEMENT  
Attachment 1

**GRANT SUMMARY**

<b>GRANT NUMBER:</b> 20610179	<b>DATE AUTHORIZED:</b> July 2, 2009
<b>GRANTEE NAME:</b> City of Long Beach	<b>AMOUNT:</b> \$15,000.00 over 12 months
<b>FISCAL AGENT:</b> N/A	
<b>CONTACT, TITLE, ADDRESS:</b> Mr. Ron Arias, Director, Health & Human Services 2525 Grand Avenue Long Beach, CA 90815	
<b>TELEPHONE:</b> (562) 570-4012	<b>FAX:</b> (562) 570-4049
<b>CB PROJECT MANAGER:</b> Janae Oliver	
<b>GRANT PURPOSE:</b> Latino Diabetes Prevention and Management Program	
<b>GRANT OBJECTIVES:</b>	
<ul style="list-style-type: none"> <li>• Conduct a minimum of 5, 11-module diabetes education courses, to engage at least 80 persons with diabetes and/or their family members by July 2010;</li> <li>• Provide nutrition consultations with a registered dietician for all diabetic participants by the end of the grant period;</li> <li>• Increase the percent of participants who have a regular source of medical care.</li> <li>• All eligible program participants (women with diabetes or gestational diabetes) will be referred to the Best-Babies Collaborative Program for case management;</li> <li>• All diabetic participants will be provided with diabetes testing supplies;</li> <li>• Outreach at a minimum of 2 community events to increase awareness about diabetes and the Latino Diabetes Program;</li> <li>• The Long Beach Diabetes Collaborative Community Action Board members will conduct a minimum of 4 presentations in the community, and will provide information on the Latino Diabetes program classes; and</li> <li>• A minimum of 35 individuals will take part in the walking groups over the next year.</li> </ul>	
<b>GRANT PERIOD:</b>	
Start date: July 1, 2009	End Date: July 1, 2010
<b>NARRATIVE AND FINANCIAL REPORTS DUE (with reporting period to be covered):</b>	
08/02/2010	Narrative Final Report (Cumulative July – June 2010)
08/02/2010	Financial Final Report (Cumulative July – June 2010)

Requirement	Due Date
Final Report	August 2, 2010

**Kaiser Permanente South Bay Medical Center  
Community Benefit Program  
Contract #: 20610179  
(Budget Template)**

**Organization Information**

Organization Name: City of Long Beach Department of Health and Human Services

Project Title: Latino Diabetes Prevention and Management Program

Total Amount Funded: \$15,000

Date: July 2009-July 2010

<b>Item:</b>	<b>Total Project Cost:</b>	<b>Kaiser Request:</b>
<b>Personnel/Staffing Costs:</b>		
Health Educator (28.75% FTE)	\$13,452	\$8,781
Program Assistant (12.5%FTE)	\$5,237	\$0
Program Supervisor (5% FTE)	\$3,636	\$0
Benefits	\$11,832	\$4,654
<b>Total Personnel/Staffing Costs:</b>	<b>\$34,157</b>	<b>\$13,435</b>
<b>Project/Operating Costs:</b>		
Project Materials / Office Supplies	\$380	\$213
Printing / Duplication	\$420	\$0
Rent	\$1,920	\$0
Equipment	\$1,352	\$1,352
Contractor- Community Health Worker ( <i>promotor</i> )	\$1,188	\$0
<b>Total Project/Operating Costs:</b>	<b>\$5,260</b>	<b>\$1,565</b>
<b>Indirect Costs: 13.25% of personnel</b>	<b>\$4,526</b>	<b>\$0</b>
<b>Total Project Costs: (Personnel/Staffing + Operating + Indirect)</b>	<b>\$43,943</b>	<b>\$15,000</b>

**City of Long Beach Department of Health and Human Services  
Latino Diabetes Prevention and Management Program  
BUDGET JUSTIFICATION  
Term: July 1, 2009-July 1, 2010**

**I. PERSONNEL/STAFFING COSTS**

Health Educator II, L. Parra (\$13,452):

28.75% FTE, 11 months at \$1,223 per month (18.75% FTE requested from Kaiser; 10% funded through Best Babies Collaborative; 1 month roll-over from 08-09 grant). Coordinates and teaches diabetes education classes, provides client referrals/linkages to health and community resources, and conducts data entry. Also, recruits class participants who are eligible for the Best Babies program and leads a weekly walking group for persons with or at-risk for diabetes.

Program Assistant, A. Barajas (\$5,237)

12.5% FTE, 12 months at \$436 per month funded in-kind through the DHHS. Prepares materials for and assist during classes that include a great deal of paperwork. Leads a Community Action Board made up of past program participants and other residents with diabetes who are trained on a basic diabetes presentation, and coordinates the presentations in the community.

Program Supervisor, L. Gruschka (\$3,636)

5% FTE, 12 months at \$303 per month funded in-kind through the DHHS. Provides program oversight, feedback and communication with safety net clinics, and conducts data analysis and report writing.

Employee Benefits @ 53% (\$11,832):

Average fringe for program employees is 53% (\$4,654 requested from Kaiser, \$2,476 funded through Best Babies Collaborative, and \$4,702 funded through DHHS). Benefits include employee health and dental insurance, holiday and sick leave, pension, etc.

**II. PROJECT/OPERATING COSTS**

Project Materials/Office Supplies (\$380)

Project Materials include: Blood glucose testing strips for program participants who do not have strips to be able to test during class at approximately \$140 for 200 test strips. Office supplies include paper, envelopes, folders and pens at \$20 per month for 12 months totaling \$240 (\$73 requested from Kaiser; \$167 in-kind DHHS).

Printing and Duplication (\$420)

Printing of educational materials and handouts, client files and program documentation materials, mailings and recruitment flyers. This is equivalent to approximately \$35 in printed items/copies per month for 12 months (in-kind DHHS).

Rent (\$1,920)

Supports one office space and storage space at the Miller Family Health Education Center at the DHHS rate of \$160 per month, funded in-kind through the DHHS.

Equipment (\$1,352)

Costs include one telephone line with voicemail at \$50 per month for 12 months, and 30% of one computer lease.

Community Health Worker (\$1,188)

Cost includes 3 hours a week of community health worker time equivalent to \$11 per hour for 36 weeks per year. Position assists with teaching classes and conducting outreach (positions are voluntary if no funding).

**III. INDIRECT COSTS**

The department's indirect cost is 13.25% of total salaries and employee benefits. Total staff salary is \$34,157 with indirect totaling \$4,526. \$946 is funded through Best Babies Collaborative, and \$3,580 is funded in-kind through the DHHS).

**IV. TOTAL PROJECT COSTS: \$43,943**

\$15,000 from Kaiser Permanente South Bay Medical Center (\$8,093 from Best-Babies Collaborative, and \$19,662 in-kind through LBDHHS, \$1,188 volunteer time).