



JONATHAN E. FIELDING, M.D., M.P.H.
Director and Health Officer

CYNTHIA A. HARDING, M.P.H.
Chief Deputy Director

313 North Figueroa Street, Room 806
Los Angeles, California 90012
TEL (213) 240-8117 · FAX (213) 975-1273

www.publichealth.lacounty.gov

May 21, 2013

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

34 May 21, 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER



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The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**APPROVAL TO ACCEPT AND IMPLEMENT A GRANT AWARD AND FUTURE AWARDS
AND/OR AMENDMENTS FROM THE ROBERT WOOD JOHNSON FOUNDATION TO
IMPLEMENT THE ACCREDITATION-READY LOS ANGELES COUNTY PROJECT FOR THE
PERIOD OF JUNE 1, 2013 THROUGH NOVEMBER 30, 2014
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

Request approval to accept and implement a grant award and future awards and/or amendments from the Robert Wood Johnson Foundation (RWJF) for the Accreditation-Ready Los Angeles (LA) County project.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Director of the Department of Public Health (DPH), or his designee, to accept grant award Number 70850 from the RWJF for the term of June 1, 2013 through November 30, 2014 (Exhibit I), in the amount of \$238,000, to support the Accreditation-Ready LA County project.

2. Delegate authority to the Director of DPH, or his designee, to accept future awards and/or amendments that are consistent with the requirements of the RWJF award that extend the term through November 30, 2017; reflect non-material and/or ministerial revisions to the award's terms and conditions; allow for the rollover of unspent funds and/or redirection of funds; adjust the term of the award through May 31, 2018; and/or provide an increase or decrease in funding up to 30 percent above or below each term's annual base amount, subject to review and approval by County Counsel, and notification to your Board and the Chief Executive Office.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of Recommendation 1 will allow DPH to accept funding from the RWJF to support the implementation of the Accreditation-Ready LA County project. The goal of the project is to obtain national public health department accreditation from the Public Health Accreditation Board (PHAB) which seeks to improve and protect the health of the public by advancing the quality and performance of Tribal, state, local, and territorial public health departments. The process of accreditation includes the development of a set of standards, a process to measure public health department performance against those standards, and the reward or recognition of those public health departments who meet the standards in order to improve service, value, and accountability to stakeholders.

Seeking accreditation through PHAB provides a means to identify performance improvement opportunities, improve management, develop leadership, and strengthen relationships with the community. The process is one that will challenge DPH to think about the business it conducts and how it conducts that business. It will encourage and stimulate quality and performance improvement and greater accountability and transparency. The process will also document the capacity of DPH to deliver the three core functions of public health and the ten essential public health services. Technical assistance will be provided by the National Association of County and City Health Officials and the Association of State and Territorial Health Officials.

Approval of Recommendation 2 will allow DPH to accept future awards and/or amendments that are consistent with the requirements of the RWJF award to extend and/or adjust the term of the award; reflect non-material revisions to terms and conditions; rollover unspent funds and/or redirect funds; and/or provide an increase or decrease in funding up to 30 percent above or below each grant term's annual base amount. This recommended action will enable DPH to accept awards and/or amendments that adjust the project period up to six months beyond the original term, in those instances where there has been an unanticipated extension of the term to allow additional time to complete services and utilize grant funding. This authority is being requested to enhance DPH's efforts to expeditiously maximize grant revenue, consistent with Board Policy 4.070: Full Utilization of Grant Funds.

Implementation of Strategic Plan Goals

The recommended actions support Goal 3, Integrated Services Delivery, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

DPH will accept award number 70850 from RWJF for the term of June 1, 2013 through November 30, 2014, in the amount of \$238,000, consisting of \$101,231 for the first term ending November 30, 2013 and \$136,769 for the second term of December 1, 2013 through November 30, 2014. The amount of \$181,000 will be included in the Final Changes Budget Request for fiscal year 2013-14. These funds will support personnel, operating costs, purchased services, and indirect costs. There is no net County cost associated with these actions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

As a requirement of the award from RWJF, DPH must submit a Statement of Intent for accreditation to PHAB by December 1, 2014. DPH has already accomplished several of the required tasks in preparation for applying for accreditation. To date, DPH has updated its Strategic Plan and anticipates completion of the Community Health Assessment by October 2013. DPH has adopted the Turning Point performance management framework as its performance management system and is developing a performance improvement application to collect, analyze, and report results as part of regular progress reviews. DPH has also written a Quality Improvement (QI) plan and held its first annual QI Summit in February 2013 to review progress and highlight QI approaches to improve performance and outcomes. Initial orientation training on accreditation has been provided to the DPH executive team, the directors of the DPH Quality Improvement Division, and members of the Performance Improvement Team and DPH's professional workforce of nurses and health educators.

Exhibit I has been reviewed and approved by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow DPH to accelerate and complete accreditation-related activities and submit an application for accreditation in 2015.

Respectfully submitted,



JONATHAN E. FIELDING, M.D., M.P.H.

Director and Health Officer

JEF:ev

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors



Robert Wood Johnson Foundation

Revised 4/16/13

LETTER OF AGREEMENT

Following are the terms and conditions applying to grants made by the Robert Wood Johnson Foundation (referred to as "the Foundation," "we" or "us"). As a grantee (referred to as "grantee" or "you"), you should read this carefully; your signature on this form constitutes your acceptance of all the terms and conditions. As used in this form, the term "grant" includes any income you derive from the grant.

Awardee: County of Los Angeles Department of Public Health
I.D.: 70850
Amount: \$238,000
Purpose: Advancing the accreditation process for the Los Angeles County Department of Public Health
Project Information: Grant Period: June 1, 2013 through November 30, 2014
Project Director: Jeffrey Gunzenhauser, 213-240-8117
(jgunzenhauser@ph.lacounty.gov)

1. PURPOSE AND ADMINISTRATION. You will directly administer the project or program being supported by the grant and agree that no grant funds shall be used in any way other than as specifically set forth in this Letter of Agreement and the final proposal, budget and related documents, all as approved by the Foundation (the "Approved Grant Documents") without the Foundation's prior written consent. You further agree that no grant funds shall be disbursed to any organization or entity, whether or not formed by you, except as specifically set forth in the Approved Grant Documents.

This grant will enable the Los Angeles County Department of Public Health (LACDPH) to accelerate its readiness to submit a statement of intent (SOI) to apply for national accreditation by the Public Health Accreditation Board (PHAB). The objectives are to (1) increase the department staff's knowledge about accreditation; (2) complete the accreditation-readiness self-assessment by the end of September 2013; (3) develop teams and action plans to close gaps in readiness to apply for accreditation, identified on the self-assessment; (4) develop and support infrastructure to facilitate accreditation activity, including hiring an accreditation manager; (5) develop and report on a time line to consolidate required documentation; and (6) submit the SOI to PHAB to apply for accreditation before December 1, 2014. The deliverables will be documentation that these objectives have been completed. The Robert Wood Johnson Foundation designed this grant to address LACDPH's readiness gaps and to share its successful approaches with other big, as well as smaller, agencies.

No changes may be made to the nature or scope of the program or project being supported by this grant without the express written consent of the Foundation.

2. USE OF GRANT FUNDS.

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. No part of the grant shall be used to provide a grant to an individual for travel, study or similar purpose within the meaning of Section 4945(d)(3) of the Internal Revenue Code, without prior written approval of the Foundation. Payments of salaries, other compensation or expense reimbursement to your employees within the scope of their employment do not constitute grants for these purposes and are not subject to these restrictions.

D. No part of the grant shall be used for purposes other than religious, charitable, scientific, literary or educational purposes or the prevention of cruelty to children or animals within the meaning of Section 170(c)(2)(B) of the Internal Revenue Code. If any portion of the grant is used for purposes other than those described in Section 170(c)(2)(B) of the Internal Revenue Code, you shall repay to the Foundation that portion of the grant and any additional amount in excess of such portion necessary to effect a correction under Section 4945 of the Internal Revenue Code.

E. You promptly shall repay any portion of the grant which for any reason is not used exclusively for the purposes of the grant. You shall repay to the Foundation any portion of the grant which is not used exclusively for the purposes described in Section 1 hereof by the expiration of the grant period or within any approved extension within thirty (30) days. If we terminate the grant pursuant to Section 11 hereof, 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.

F. If you are directly or indirectly controlled by the Foundation or by one or more "disqualified persons" (within the meaning of Section 4946 of the Internal Revenue Code) with respect to the Foundation, you agree (i) to expend all of the grant prior to the close of your first annual accounting period following the taxable year in which you receive a grant payment, as qualifying distributions within the meaning of Section 4942(g)(3) and (h); and (ii) to submit to the Foundation promptly after the close of your annual accounting period a full and complete written report signed by an appropriate officer, director or trustee showing that the qualifying distribution has been made, the name and address of the recipient or recipients, the amounts received by each and that all the distributions are treated as distributions out of corpus under Section 4942(g)(3) and (h).

G. Grantee agrees that any polls or surveys funded as part of this grant, if any, shall comply fully with the RWJF Guidelines for Funding and Releasing Polls and Surveys (which are available at www.rwjf.org/files/guidelinesforpollsand-surveys.pdf).

3. **BUDGET.** 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. Expenditures of grant funds must adhere to the specific line items in your approved grant budget.

4. **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 reasonable times.

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.

5. **REPORTS.** You shall furnish financial reports to us for each budget period of the grant and upon expiration, repayment (pursuant to Section 2E) or termination of the grant (pursuant to Section 11). 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 you made toward achieving the grant purposes 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.

6. **COPYRIGHT; FOUNDATION USE OF DATA; PUBLIC USE DATA SETS.** 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.

You represent and warrant that the material produced by you under this grant will be original and not infringe upon any copyright or any other right of any other person, and has not previously been published.

If one of the deliverables described in Section 1 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.

7. PUBLIC REPORTING. The Foundation will report this grant, if made, in its next annual report. The Foundation will discuss potential communications activities with you related to this grant, including the issuing of press releases. Please do not issue press 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 may also use to respond to inquiries.

You shall send to the Foundation copies of all papers, manuscripts and other materials which you produce that are related to this grant.

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

8. GRANTEE TAX STATUS. You represent that you are currently either (i) a tax-exempt organization described in Section 501(c)(3) of the Internal Revenue Code and either (a) are not a private foundation and are not a Type III supporting organization described in Section 509(a)(3)(B)(iii); or (b) are an exempt operating foundation described in Section 4940(d)(2); or (ii) an organization described in Section 170(c)(1) or Section 511(a)(2)(B). You shall immediately give written notice to us if you cease to be exempt from federal income taxation as an organization described in Section 501(c)(3), or your status as not a private foundation under Section 509(a) and not a Type III supporting organization under Section 509(a)(3)(B)(iii), as an exempt operating foundation described in Section 4940(d)(2) or as a Section 170(c)(1) or Section 511(a)(2)(B) organization is materially changed.

9. CERTIFICATION REQUIRED WHEN GRANT MAY BE USED FOR RESEARCH INVOLVING HUMAN SUBJECTS. If the grant is to be used in whole or in part for research involving human subjects, you hereby certify that you will conduct 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.

10. PRIVACY AND SECURITY OF HEALTH INFORMATION. You represent and warrant 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.

11. **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 terminate the grant at any time if (i) you cease to be exempt from federal income taxation as an organization described in Section 501(c)(3) of the Internal Revenue Code; (ii) your status as not a private foundation under Section 509(a), as not a Type III supporting organization under Section 509(a)(3)(B)(iii), or as an exempt operating foundation under Section 4940(d)(2), or as a Section 170(c)(1) or Section 511(a)(2)(B) organization is materially altered; or (iii) in our sole judgment, you become unable to carry out the purposes of the grant, 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.

12. **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.

13. **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.

14. **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.

15. **AUTHORITY; COMPLIANCE WITH APPLICABLE LAW.** You represent and warrant 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.

County of Los Angeles Department of Public Health

Date: _____

By: _____

Cynthia A. Harding, MPH

Title: Chief Deputy Director