



Office of the City Manager

04

CONSENT CALENDAR
February 26, 2019

To: Honorable Mayor and Members of the City Council
From: Dee Williams-Ridley, City Manager
Submitted by: Kelly Wallace, Interim Director, Health, Housing and Community Services Department
Subject: Receipt of and Contract Authorization for Kaiser Permanente's Northern California Community Benefit Program

RECOMMENDATION

Adopt a Resolution authorizing the City Manager to accept \$150,000 in grant funds from the Kaiser Permanente Northern California Community Benefit Program (Grant Number 20663336) to support the Pathways STAIR Center, and to enter into a grant agreement (CMS # EC183) and any necessary grant agreement amendments for this award.

FISCAL IMPACTS OF RECOMMENDATION

Adopting this Resolution would add \$150,000 in funding for the Health, Housing, and Community Services Department's Housing and Community Services Division for the period of 7/1/2019 through 12/15/2019. The funds will be deposited and expensed to support the second year of the Pathways STAIR Center contract #10904 from the One-Time Grant: Non Capital Expenditures Fund (Fund #366) in the Housing and Community Services Division of the HHCS Department. These funds are designated to support the STAIR Center in FY 2020 and, if accepted, will be added to the FY 2020 baseline budget.

CURRENT SITUATION AND ITS EFFECTS

On August 20, 2018, HHCS staff applied for \$150,000 in funding from the Kaiser Permanente Northern California Community Benefit Program to support the Pathways STAIR Center's operations. Staff proposed that the funding be contracted to Bay Area Community Services to provide flexible funding in support of rapidly rehousing STAIR guests and helping them overcoming housing barriers.

Staff were notified on December 11, 2018 that the grant was approved at the amount requested.

BACKGROUND

The Pathways STAIR Center is a 45-bed, low barrier, service-rich shelter program for homeless people living in encampments in Berkeley. The City currently contracts with Bay Area Community Services (BACS) to provide services and operations at the site, a

hallmark feature of which is the administration of flexible funding to help homeless people overcome housing barriers. Staff applied for and on December 11, 2018 were awarded \$150,000 in funding from Kaiser Permanente to support this effort.

ENVIRONMENTAL SUSTAINABILITY

There are no environmental impacts associated with this report.

RATIONALE FOR RECOMMENDATION

Flexible funding is a proven best practice for helping homeless individuals overcome housing barriers, and Bay Area Community Services is currently providing this service at the STAIR Center. Approving the Recommendation would continue and expand this important work.

ALTERNATIVE ACTIONS CONSIDERED

None.

CONTACT PERSON

Peter Radu, Homeless Services Coordinator, HHCS, (510) 981-5435.

Attachments:

1: Resolution

Exhibit A: Grant Award Letter and Grant Agreement

RESOLUTION NO. ##,###-N.S.

KAISER PERMANENTE NORTHERN CALIFORNIA COMMUNITY BENEFIT
PROGRAMS GRANT AGREEMENT EXECUTION AUTHORIZATION

WHEREAS, the City of Berkeley is experiencing a crisis of unsheltered homelessness, with 668 people sleeping without shelter on any given night; and

WHEREAS, the City of Berkeley launched the Pathways STAIR Center on June 26th, 2018 to provide respite and housing navigation for the growing number of people living in encampments; and

WHEREAS, Kaiser Permanente's Northern California Community Benefits program has awarded \$150,000 to the City of Berkeley to support the efforts of the STAIR Center; and

WHEREAS, these funds will be deposited and expensed to support the second year of the Pathways STAIR Center contract #10904 from the One-Time Grant: Non Capital Expenditures Fund (Fund #366) in the Housing and Community Services Division of the HHCS Department, and

WHEREAS, these funds are designated to support the STAIR Center in FY20 and, if accepted, will be added to the FY20 baseline budget.

NOW THEREFORE, BE IT RESOLVED by the Council of the City of Berkeley that the City Manager is hereby authorized to accept these funds and enter into a Grant Agreement, and to execute any necessary amendments to that grant agreement, with Kaiser Permanente's Northern California Community Benefits Program for an amount not to exceed \$150,000. A signed copy of said documents, agreements and any amendments will be kept on file with the Office of the City Clerk.

Exhibits

A: Grant Award Letter and Grant Agreement



Kaiser Foundation Health Plan, Inc.
Kaiser Foundation Hospitals
Northern California Region

Mr. Peter Radu
Homeless Services Coordinator
City of Berkeley
2180 Milvia Street, 2nd Floor
Berkeley, CA 94707

December 11, 2018

Re: Grant Award Letter for Grant Number 20663336

Dear Mr. Radu:

On behalf of Kaiser Permanente's Northern California Community Benefit Programs, we are pleased to inform you that a grant in the amount of \$150,000.00 has been awarded to City of Berkeley ("Grantee"). The purpose of these funds is to support the Housing and Health Initiative 2018-2019 (the "Grant").

Kaiser Permanente has a 65-year history and our mission includes improving the health of the communities we serve. As a nonprofit integrated healthcare delivery organization, we make investments in our communities. We believe in supporting organizations like yours that make a difference in people's lives.

Grant Period and Reporting

The Grant period (or term of the Grant) is: 12/15/2018 to 12/15/2019 and a final report is due no later than 30 days after the project end date. If a mid-term progress report is required, your grant manager will notify you of the timing. All required reports must be submitted electronically at https://www.grantrequest.com/SID_946/Default.asp?SA=AM

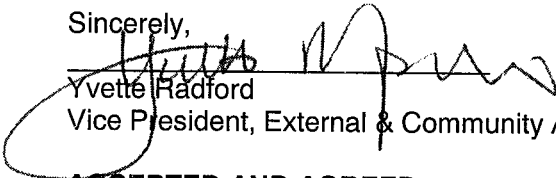
Documents to Sign and Send Back

Please review the enclosed Grant Agreement (pages 1-4) and Communications Guidelines (page 5) which describe the terms and conditions of your grant. In order to receive your payment, **please sign and return this award letter and the attached Grant Agreement promptly. Mail both signed documents to:**

Vanessa Davis
Kaiser Permanente, Community Benefit Programs
1800 Harrison Street, 25th Floor
Oakland, CA 94612

If you have questions or require additional information, please contact your grant manager, **Vanessa Davis** at Vanessa.W.Davis@kp.org or send an inquiry to: NCAL-CB-Programs@kp.org.

Sincerely,


Yvette Radford
Vice President, External & Community Affairs

Tuesday, December 11, 2018
Date

ACCEPTED AND AGREED

Ms. Dee Williams-Ridley
City Manager

Date

Kaiser Foundation Hospitals, Northern California Region
- Grant Agreement -

In addition to the specific terms of the Grant Award Letter for Grant Number 20663336, Kaiser Foundation Hospital's ("KFH") award of this Grant, managed by the KFH Northern California Community Benefit Programs Division, is contingent upon Grantee's compliance with the following terms and conditions, and Grantee agrees to all these terms and conditions. Together, the Grant Award Letter and these terms and conditions are "the Agreement."

1. Tax-Exempt Status

Grantee is a (i) tax-exempt organization currently recognized by the Internal Revenue Service ("IRS") as a public charity described in section 501(c)(3), (8), (10) or (19) or 501(k) or 509(a)(1), (2), or (3) of the Internal Revenue Code of 1986, as amended (the "Code") or (ii) a local, state or federal government agency. If Grantee is a public charity as described in (i), then Grantee represents and warrants that

- Grantee's tax-exempt status under the Code has not been revoked or modified since the issuance of the IRS determination letter provided to KFH and shall not be revoked or modified during the term of this Grant; and
- there is no issue presently pending before any office of the IRS that could result in any proposed changes to Grantees' tax-exempt status under the Code; and
- Grantee shall immediately notify KFH if Grantee's tax-exempt status is revoked, suspended or modified during the term of this Grant.

2. Expenditure of Funds

This Grant must be used for the project identified in the Grant Award Letter, as described in the Grantee's proposal and related correspondence, and may not be expended for any other purposes without KFH's prior written approval. If the Grant is intended to support a specific project or to provide general support for a specific period, any portion of the Grant unexpended at the completion of the project at the end of the period shall be returned immediately to KFH, unless otherwise agreed by KFH in writing. Grantee may not expend any Grant funds for any purpose that is not charitable or educational, for any political or lobbying activity, or for any purpose other than one specified in Section 170(c)(2)(b) of the Code. Grantee must obtain prior written approval from KFH for changes to budgetary allocations that amount to 10% or more of the total budget of the Grant award or for changes to the Grant period.

Grantee may not use any portion of this grant in connection with the enrollment of individuals in any Qualified Health Plan or non-Qualified Health Plan. If Grantee serves as a Certified Enrollment Entity or Navigator funded by the California Health Benefit Exchange (Covered California), Grantee will fully comply with any applicable state and federal statutes, regulations, and sub-regulatory guidance requiring disclosure of receipt of this funding to Covered California and consumers receiving application assistance from Grantee's personnel.

Kaiser Foundation Hospitals, Northern California Region
- Grant Agreement -

3. No Assignment or Delegation

Grantee may not assign, or otherwise transfer, its rights or delegate any of its obligations under this Grant without prior written approval from KFH.

4. Records and Reports

Grantee is required to keep a record of all receipts and expenditures relating to this Grant and to provide KFH with written reports summarizing the progress made, as detailed on KFH's reporting requirements outline. KFH may also require additional interim reports. Grantee's reports should describe its progress in achieving the purposes of the Grant and include a detailed accounting of the uses or expenditure of all Grant funds. Grantee also agrees to provide any other information reasonably requested by KFH. If Grantee obtains any audited financial statements covering any part of the Grant period, Grantee shall provide a copy to KFH as well. Grantee is required to keep the financial records with respect to this Grant, along with copies of any reports submitted to KFH, for at least four years following the year in which all Grant funds are fully expended.

5. Required Notification

Grantee is required to provide KFH with immediate written notification of: (1) any changes in its tax-exempt status; (2) its inability to expend the Grant for the purposes described in the Grant Award Letter; (3) any expenditure from this Grant made for any purpose other than those for which the Grant was intended; (4) any modification of the budget, Scope of Work of timeline; and (5) any significant changes in Grantee's leadership or staffing.

6. Reasonable Access for Evaluation

Grantee is expected to actively participate in the evaluation of Kaiser Permanente's Community Benefit Program, including KFH's evaluation of Grantee's project within that program. At KFH's request, Grantee will permit KFH and its representatives to conduct site visits and have reasonable access during regular business hours to Grantee's files, records, accounts, personnel and clients or other beneficiaries for the purpose of making financial audits, verifications or program evaluations as KFH deems necessary or appropriate concerning this Grant award.

7. Publicity

Whenever possible, Grantee shall obtain KFH's prior written or oral consent of any proposed publicity concerning this Grant prior to the release of such publicity. When acknowledging this Grant, Grantee will incorporate the following text: *"The project is supported by Kaiser Permanente Northern California Community Benefit Programs."*

KFH may include information regarding this Grant, including the amount and purpose, photographs provided by Grantee, Grantee's logo or trademark, or other information or materials about Grantee's organization and activities, in KFH's periodic public reports, newsletters, online channels, and news releases.

Kaiser Foundation Hospitals, Northern California Region

- Grant Agreement -

8. Right to Modify or Revoke Payments

Payments made under this Grant are contingent upon Grantee's compliance with the terms of this Agreement. KFH reserves the right to discontinue, modify or withhold any payments to be made under this Grant award or to require a total or partial refund of any Grant funds if, in KFH's sole discretion, such action is necessary: (i) because Grantee has not fully complied with the terms and conditions of this Grant, including without limitation, Grantee's loss of tax-exempt status or Grantee's use of Grant funds for purposes other than those designated; (ii) to protect the purpose and objectives of the Grant or any other charitable activities of KFH or the Kaiser Permanente Medical Care Program; or (iii) to comply with the requirement of any law, regulation, or regulatory agency policy applicable to Grantee, KFH or this Grant.

9. Termination

KFH may terminate this Grant for convenience upon 30 days' written notice to Grantee and may terminate this Grant immediately for the reasons specified in Section 8 or for Grantee's engagement in willful misconduct or negligence.

10. Independent Contractors

With respect to administration of this Grant, the parties understand and agree that each is at all times acting and performing as an independent contractor with respect to the other. Except as expressly set forth in this Agreement, neither party, nor any of its employees, shall be construed to be the agent, employee or representative of the other for any purpose, or liable for any acts or omissions of the other.

11. Compliance

Grantee shall (i) maintain, in full force and effect, all required governmental or professional licenses and credentials for itself, its facilities and its employees and all other persons engaged in work in conjunction with this Grant, and (ii) perform its duties and obligations under this Agreement according to industry standards and in compliance with all applicable laws. As an organization with numerous contracts with the federal government, KFH and its affiliates are subject to various federal laws, executive orders and regulations regarding equal opportunity and affirmative action. This Section constitutes notice that Grantee may be required to comply with the following Federal Acquisition Regulations (each a "FAR") at 48 CFR Part 52, which are incorporated herein by reference: (a) Equal Opportunity (April 2002) at FAR 52.222-26; (b) Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept. 2006) at FAR 52.222-35; (c) Affirmative Action for Workers with Disabilities (June 1998) at FAR 52.222-36, and (d) Utilization of Small Business Concerns (May 2004) at FAR 52.219-8. In addition, Executive Order 13495 concerning the obligations of federal contractors and subcontractors to provide notice to employees about their rights under Federal labor laws, or its successor, shall be incorporated herein by reference.

Kaiser Foundation Hospitals, Northern California Region
- Grant Agreement -

12. Miscellaneous

This Agreement shall be governed by the laws of the State of California. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be one and the same instrument. Grantee may not assign any right, duty or obligation under this Agreement without prior written approval from KFH. Any change of ownership or control of Grantee shall be deemed an assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective, permitted successors and assigns. This Agreement, including any exhibits and attachments (all of which are incorporated into this Agreement by this reference), is the entire agreement of the parties with respect to the subject matter herein, and supersedes any and all other agreements, promises, negotiations or representations, whether oral or written. This Agreement, including exhibits and attachments, may not be amended except in a writing signed by each party.

ACCEPTED AND AGREED by duly authorized officers of KFH and Grantee:

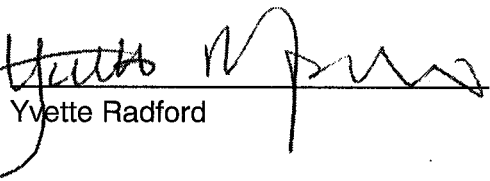
KFH

Grantee:

Kaiser Foundation Hospitals
Northern California Community Benefit
Programs

City of Berkeley

By:


Yvette Radford

By:

Ms. Dee Williams-Ridley

Title: Vice President

Title: City Manager

Date: Tuesday, December 11, 2018

Date: _____

Kaiser Foundation Hospitals, Northern California Region

– Communications Guidelines –

Congratulations on your Kaiser Permanente Northern California Region grant. We appreciate the opportunity to partner with you and to help others learn about your important work. Please review the information below concerning communications and publicity and contact your grant manager if you have any questions.

How to acknowledge your grant. To make it easy to communicate about your grant, we have prepared language describing our partnership. This language can be used for newsletters, websites, or other communications. ***Please use this description when acknowledging your Kaiser Permanente grant.*** You can also find this text on our grantee website at kp.org/communitybenefit/ncal/forgrantees.

Short credit:

The project is supported by Kaiser Permanente Northern California Community Benefit Programs.

Longer credit:

About the Kaiser Permanente Northern California Community Benefit Grants Program
Kaiser Permanente's community involvement uniquely pairs grant funding with 65 years of clinical expertise, medical research, and volunteerism to support prevention-focused, evidence-based programs that are expanding access to care and creating healthy environments. Kaiser Permanente recently awarded City of Berkeley a \$150,000.00 grant that will help more people in this community get access to the resources they need to lead a healthy life. For more information about Kaiser Permanente's work in the community, visit www.kp.org/communitybenefit/ncal.

Logo. If you would like to use a Kaiser Permanente logo, please contact your grant manager. Tell them your preferred file type (JPEG or EPS) and color (blue or black). As a nonprofit organization, the Kaiser Permanente logo cannot be used on materials that imply endorsement of legislation or a candidate.

Promoting your Kaiser Permanente grant. Your new grant is an excellent time to tell the story of your important work—to your partners, the community, and the media. There are many ways to communicate, including via a press release, newsletter, Web site, social media, and donor communications. If you are interested in doing outreach or promotion, our communications team may be available to help. Please contact your grant manager to discuss this further.

Collecting stories about your work. Personal stories and testimonials are particularly effective ways to illustrate the value of your work—for fundraising, donor and board communications, and grant reports. The reporting requirements for this grant include capturing and relaying at least one story about your work, but we also appreciate your sharing stories with us at any point.

Free online training resources. At www.kp.org/communitybenefit/ncal/forgrantees you will find a "story capture sheet" and storytelling tips. This special website for our grantees has many other useful resources, including trainings and resource lists on storytelling, messaging, social media, and more.

