

CLARK COUNTY STAFF REPORT

DEPARTMENT: Clark County Public Health (CCPH) CCPH SR2015-1567

DATE: September 17, 2015

REQUESTED ACTION:

County Manager approval of Memorandum of Understanding (MOU) between CCPH and Washington State University Worksite MOU HDC.765, a participant in the Healthy Neighborhood Restaurant Program. There is no remuneration for this agreement.

_____ Consent _____ Hearing XX County Manager

BACKGROUND

Multiple CCPH grants, including the Sodium Reduction in Communities and 1422 grants, fund activities focused on improving access to healthy foods. These grant funds augment Public Health staffing and resources as well as provide support to community partners. In this case, this local business is using resources provided to expand healthy food choices for its employees at its worksite cafeteria. To assure compliance with program requirements and our commitment to business owners, we are completing simple MOUs as part of the enrollment process.

COUNCIL POLICY IMPLICATIONS

N/A

ADMINISTRATIVE POLICY IMPLICATIONS

N/A

COMMUNITY OUTREACH

An advisory committee that includes local restaurant business owners and managers has been meeting to further develop the Healthy Neighborhood Restaurant Program. Additionally, the Food Safety Technical Advisory Committee has received updates and opportunities for input into this program.

BUDGET IMPLICATIONS

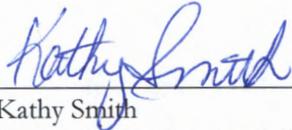
YES	NO	
XX		Action falls within existing budget capacity.
		Action falls within existing budget capacity but requires a change of purpose within existing appropriation
		Additional budget capacity is necessary and will be requested at the next supplemental. If YES, please complete the budget impact statement. If YES, this action will be referred to the county council with a recommendation from the county manager.

BUDGET DETAILS

Local Fund Dollar Amount	0.00
Grant Fund Dollar Amount	0.00
Account	Public Health
Company Name	Washington State University-Vancouver Worksite MOU

DISTRIBUTION:

Board staff will post all staff reports to The Grid. <http://www.clark.wa.gov/thegrid/>



Kathy Smith
Grant Accounting Specialist



Alan Melnick, MD, MPH, CPH
Public Health Director/Health Officer

APPROVED: _____
CLARK COUNTY, WASHINGTON
BOARD OF COUNTY COUNCILORS

DATE: _____

SR# _____

APPROVED: _____
Mark McCauley, Acting County Manager

DATE: _____

Memorandum of Understanding
Clark County Public Health and
Washington State University-Vancouver
Worksite Contract HDC.765

This Memorandum of Understanding is entered into this September 1, 2015 between CLARK COUNTY PUBLIC HEALTH, hereinafter referred to as “County” and Washington State University-Vancouver, hereinafter referred to as “Community Partner;” and

WHEREAS, County is implementing strategies to increase opportunities for healthy eating and active living at worksites; AND

WHEREAS, Community Partner is willing to participate in the Clark County Healthy Worksite and Sodium Reduction Project by implementing practices that encourage the consumption of healthier foods (via product placement, product replacement, and recipe modification) and improve the overall health of their employees; AND

WHEREAS, County and Community Partner desire to establish a relationship of cooperation and mutually agree as follows:

I. Term.

This Memorandum of Understanding shall commence on the first date stated above with review annually and it shall continue until either party terminates the agreement by providing written notification as required in Section VI.

II. Responsibilities of the County.

- a. Provide marketing and advertising support including leafleting, media opportunities and in-café/worksite promotional materials which may include the following:
 1. Point of sale prompts and signage;
 2. Table tents;
 3. Program information signs and/or handouts;
 4. Logo labels identifying healthy choices;
 5. Supplies to help with program implementation or sodium reduction efforts or compliance with nutrition standards;
- b. Assist the worksite with product placement and display ideas (may include behavioral economics consultation).
- c. Provide nutritional analysis of targeted menu items (optional, may include chef/dietitian consultation).
- d. Maintain the confidentiality of the recipe formulations and limit access to them to program staff.
- e. Assist the worksite with worksite wellness assessments and surveys. Provide technical assistance when implementing programs and policies that improve the health of its employees.
- f. Monitor the worksite's progress including annual check-in meetings.

III. Responsibility of the Community Partner.

- a. Work with County staff on program elements and recipe analysis (if applicable);

- b. Notify County staff of any changes to menu item(s) calculated that are promoted as a lower sodium or healthier choice;
- c. Participate in planning and check-in meetings.
- d. Report progress and provide evaluation data to monitor progress.

IV. Compensation.

County shall provide all materials and items as outlined in Attachment "A" Promotional Items at no charge.

V. Ownership and Control of all Items and Materials.

In the event Community Partner does not comply with this Memorandum of Understanding, Community Partner shall promptly discontinue use of all promotional items listed in Section II. a of this Memorandum of Understanding. Any recipe or display supplies distributed shall be used according to the manufacturer's safety instructions. Clark County shall not be liable for any damages or injuries that result from the use of, or the inability to use, restaurant supplies that are distributed as part of program participation.

VI. Termination.

- a. The County may terminate this Memorandum of Understanding at any time for any reason and with or without cause.
- b. Community Partner may terminate this Memorandum of Understanding following fifteen (15) days' notice in advance to the County.

VII. Independent Contractor.

Community Partner is and shall remain an independent contractor and not an

employee of the County, in any way or for any purpose, and is not entitled to compensation or benefits of any kind, except as specifically provided herein.

VIII. No Third Party Rights.

This Memorandum of Understanding is solely for the benefit of the County and Community Partner and no third party or any other entity shall have any rights or interest in it of any kind.

IX. Compliance with Law.

In entering into this Memorandum of Understanding, Community Partner agrees to comply with all applicable local, state, and federal laws and regulations.

X. Consent and Understanding.

This Memorandum of Understanding contains a complete and integrated understanding of the agreement between the parties and supersedes any understandings, agreement or negotiations, whether oral or written, not set forth herein or written amendments hereto duly executed by both parties.

**WASHINGTON STATE UNIVERSITY-
VANCOUVER**

CLARK COUNTY PUBLIC HEALTH

By: _____ Date: _____

By: _____ Date: _____

Mark McCauley
County Manager

Approved as to form only:
ANTHONY F GOLIK
Prosecuting Attorney

Jane Vetto
Deputy Prosecuting Attorney

Attachment A

Promotional and display items to be developed and purchased for Sodium Reduction partners may include:

- Logo labels identifying or promoting healthy food choices
- Menu inserts
- Table tents
- Signage
- Supplies to assist with implementation of lower sodium foods/recipes

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County shall provide all materials and items as outlined in Attachment “A” Promotional Items at no charge.

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Mark McCauley
County Manager

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ANTHONY F GOLIK
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Deputy Prosecuting Attorney

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