

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

254



SUBMITTAL DATE:
June 10, 2010

FROM: Community Health Agency/Department of Public Health

SUBJECT: Approve Amendment A01 to Agreement #05-45317 with the California Department of Public Health and the Riverside County Community Health Agency, Department of Public Health for the period of July 1, 2010 through June 30, 2011 in the amount of \$127,000.

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Approve Amendment A01 to Agreement #05-45317 with the California Department of Public Health and the Riverside County Community Health Agency, Department of Public Health to extend the performance period from July 1, 2010 through June 30, 2011 in the amount of \$127,000 and;
- 2) Authorize the Chairperson of the Board to sign four (4) originals of the Agreement on behalf of the County.

BACKGROUND: (Page 2)

LM:cc:ys

Susan D. Harrington

Susan Harrington, Director
Department of Public Health

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 127,000	In Current Year Budget:	YES
	Current F.Y. Net County Cost:	\$	Budget Adjustment:	NO
	Annual Net County Cost:	\$	For Fiscal Year:	10/11

SOURCE OF FUNDS: 100% funded by State of California, Department of Public Health.

Positions To Be Deleted Per A-30	<input type="checkbox"/>
Requires 4/5 Vote	<input type="checkbox"/>

APPROVE

C.E.O. RECOMMENDATION:

County Executive Office Signature

BY: *Debra Cournoyer*

Debra Cournoyer

FORM APPROVED COUNTY COUNSEL
BY: *Neal R. Kipnis*
DATE: 6/10/10

Departmental Concurrence

Dept' Recomm.: Consent Policy
Per Exec. Ofc.: Consent Policy

Prev. Agn. Ref.:

District: All

Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.10

Form 11

Approve Amendment A01 to Agreement #05-45317 with the California Department of Public Health and the Riverside County Community Health Agency, Department of Public Health for the period of July 1, 2010 through June 30, 2011 in the amount of \$127,000.

BACKGROUND:

The California Department of Public Health has awarded additional funding to the Community Health Agency, Family Planning Branch for the Community Challenge Grant (CCG) for Teen Pregnancy prevention. The CCG program focus is teen pregnancy reduction through comprehensive education in high schools and youth development by reducing the risk for teen pregnancy through outreach and community service projects in the community.

This amendment is an extension to the term and additional funding for FY 10/11.

Funds will be distributed as follows for County fiscal year:

- | | |
|--|-----------|
| a) FY 10/11 – for period of July 1, 2010 – June 30, 2011 | \$127,000 |
|--|-----------|

GRANT AGREEMENT AMENDMENT
CDPH 1230 (3/09)

Agreement Number 05-45317	Amendment Number A01
REGISTRATION NUMBER:	

- This amendment is entered into between California Department of Public Health, also referred to as the State or CDPH and the Grantee named below:
 Grantee's Name Riverside County Community Health Agency Dept. of Public Health (Also referred to as Grantee)
- Grant term
 From July 01, 2005 through June 30, 2011
- Total grant amount
\$ 762,000 Seven Hundred Sixty Two Thousand Dollars
- Amendment effective date: June 29, 2010 unless otherwise specified.
- The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Grant Agreement and incorporated herein. All other terms and conditions not specifically revised by this amendment shall remain the same.

- Purpose of amendment:** This amendment reflects a one year term extension, using the existing Scope of Work, and adds funding for fiscal year 2010/2011. The amendment will increase the total budget to compensate the Grantee for performing services in year 6. CDPH is obtaining additional services as stated in the original agreement. This amendment also incorporates the requirements for Health and Safety Code Section 151000 - 151003 and the Education Code Section 51930 - 51932 and Departmental Reorganization language.
- Certain changes made in this amendment are shown as: Text additions are displayed in **bold and underline**. Text deletions are displayed as strike through text (i.e., ~~Strike~~).
- Paragraph 2 (Grant term) on the face of the original HAS 1229 is amended to read July 01, 2005 through ~~June 30, 2010~~ **June 30, 2011**. All references to the former grant term of July 01, 2005 through June 30, 2010 in any exhibit incorporated into this agreement is hereinafter deemed to read July 1, 2005 through June 30, 2011.
- Paragraph 3 (Total grant amount) on the face of the original HAS 1229 is increased by ~~\$127,000~~ and is amended to read: ~~\$635,000 (Six Hundred Thirty Five Thousand Dollars)~~ **\$762,000 (Seven Hundred Sixty Two Thousand Dollars)**.

(Continued on next page)

All other terms and conditions remain the same.

Continued 2 additional pages.

In Witness Whereof, this agreement has been executed by the parties hereto.

GRANTEE

Grantee's Name (If other than an individual, state if a corporation, partnership, nonprofit organization, etc.) <u>Riverside County Community Health Agency Dept. of Public Health</u>	
Signed By (Authorized Signature) 	Date Signed
Printed Name and Title of Person Signing <u>Marion Ashley, Chairman, Board of Supervisors</u>	
Address <u>4065 County Circle Drive Riverside, California 92503</u>	

STATE OF CALIFORNIA

Agency Name <u>California Department of Public Health</u>	
Signed By (Authorized Signature) 	Date Signed
Printed Name and Title of Person Signing <u>Sandra Winters, Chief, Contracts and Purchasing Services Section</u>	
Address <u>1501 Capitol Avenue, Suite 71.5178, MS 1802, P.O. Box 997377, Sacramento, CA 95899-7377</u>	

- Exempt from DGS review per AG Opinions
- Exempt from DGS review per this authority:

FORM APPROVED COUNTY COUNSEL
 BY: NEAL R. KIPNIS
 DATE: 6/29/10

V. Paragraph 6 (incorporated exhibits) on the face of the original HAS 1229 is amended to add the following exhibit:

Exhibit B, Attachment VI – Budget (Year 6) **1 page**

All references to Exhibit B, Attachment I, II, III, IV, V in any exhibit incorporated into this agreement shall hereinafter be deemed to read Exhibit B, Attachment I, II, III, IV, V and VI respectively. Exhibit B, Attachment VI is hereby added in its entirety.

VI. Exhibit A, Scope of Work, Provision 5. Services to be Performed, Paragraph C. Project Strategies, Subparagraph 1) Prevention Education (Required for All Projects) is amended to read as indicated herein. Subparagraphs 2) through 13) remain the same.

C. Project Strategies

The Grantee needs to use a wide variety of strategies that focus on changing the many sexual and non-sexual teen pregnancy and absentee fatherhood antecedents. The Grantee should identify types of strategies that incorporate youth development principles and are designed to decrease teen pregnancy and increase male involvement using the following strategies and sub-strategies (numbers 1-13). The Grantee must select a required Prevention Education strategy as well as the required number of additional strategies as indicated in the table below.

1) Prevention Education (Required for All Projects)

Grantee must implement Prevention Education in accordance with all requirements per the Sexual Health Education Accountability Act as stated in Health and Safety Code Section 151000 – 151003 and the California Comprehensive Sexual Health and HIV/AIDS Prevention Education Act as stated in Education Code Section 51930 – 51932.

The following table identifies the required minimum number of strategies per funding level for Funding Level I; \$100,000-\$150,000, and Funding Level II; \$175,000-\$200,000:

Prevention Education Requirements and Minimum Number of Strategies Per Funding Level	
Funding Level I: \$100,000 - \$150,000	
Project must implement a minimum of four (4) strategies:	
Option 1A. Comprehensive Sexuality Education	
a. Strategy 1A – Comprehensive Sexuality Education	
b. Strategy 8 – Clinical Service Linkage (Required)	
c. Two (2) – Additional Strategies (selected by Grantee)	
Option 1B. Abstinence-focused Education	
a. Strategy 1B – Abstinence Focused Education	
b. Strategy 8 – Clinical Service Linkage (Optional)	
c. Three (3) – Additional strategies (selected by Grantee)	
Funding Level II: \$175,000 - \$200,000	
Project must implement a minimum of six (6) strategies:	
Option 1A. Comprehensive Sexuality Education	
a. Strategy 1A – Comprehensive Sexuality Education	
b. Strategy 8 – Clinical Service Linkage (Required)	
c. Four (4) – Additional Strategies (selected by Grantee)	
Option 1B. Abstinence-focused Education	
a. Strategy 1B – Abstinence Focused Education	
b. Strategy 8 – Clinical Service Linkage (Optional)	
c. Five (5) – Additional strategies (selected by Grantee)	

VII. Exhibit B, Budget Detail and Payment Provisions, Provision 4. Amounts Payable, Paragraph A is amended to read:

4. Amounts Payable

- A. The amounts payable under this agreement shall not exceed:
- 1) \$127,000 for the budget period of 07/01/05 through 06/30/06.
 - 2) \$127,000 for the budget period of 07/01/06 through 06/30/07.
 - 3) \$127,000 for the budget period of 07/01/07 through 06/30/08.
 - 4) \$127,000 for the budget period of 07/01/08 through 06/30/09.
 - 5) \$127,000 for the budget period of 07/01/09 through 06/30/10.
 - 6) \$127,000 for the budget period of 07/01/10 through 06/30/11.

VIII. Exhibit E, Additional Provisions is amended to add Provision 6. Departmental Reorganization as follows:

6. Departmental Reorganization

- A. The parties to this agreement acknowledge that the California Public Health Act of 2006 (Act; Senate Bill 162, Chapter 241, Statutes 2006), effective July 1, 2007, establishes the California Department of Public Health (CDPH) and renames the California Department of Health Services (CDHS) as the California Department of Health Care Services (DHCS).**
- B. Agreements approved before July 1, 2007 shall continue in full force and effect, with the renamed DHCS and the newly formed CDPH assuming all of the rights, obligations, liabilities, and duties of the former CDHS and any of its predecessors as relates to the duties, powers, purposes, responsibilities, and jurisdiction vested by the Act in each of the resulting departments.**
- C. Agreements approved on or after July 1, 2007 that refer to CDHS shall be interpreted to refer to the renamed DHCS or the newly formed CDPH, as appropriate under the terms of the agreement. DHCS or CDPH, as appropriate under the terms of the agreement, shall assume all of the rights, obligations, liabilities, and duties of the former CDHS and any of its predecessors as relates to the duties, powers, purposes, responsibilities, and jurisdiction vested by the Act in each of the resulting departments. The assumption by each department shall not in any way affect the rights of the parties to the agreement.**
- D. As a result of the departmental reorganization discussed above, various CDHS programs may experience a physical relocation, change in personnel, change in procedures, or other effect. If this agreement is impacted by SB 162, CDHS reserves the right, without initiation of a formal amendment, to issue one or more written notices to the Grantee supplying alternate information and/or instructions regarding invoicing, document addressing, personnel changes, and/or other procedural changes.**

IX. All other terms and conditions shall remain the same.

Exhibit B Attachment VI
Budget
(Year 6)
(7/01/10 through 6/30/11)

Personnel (Includes Fringe Benefits)	<u>\$ 110,640</u>
Operating Expenses	<u>\$ 1,256</u>
Subcontracts	<u>\$ -</u>
Other Costs	<u>\$ 4,040</u>
Indirect Costs	<u>\$ 11,064</u>
Total	<u><u>\$ 127,000</u></u>