

542



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

FROM: Department of Public Health

SUBMITTAL DATE:

February 11, 2013

SUBJECT: Ratify Amendment No. 1 between Western Michigan University and the County of Riverside Department of Public Health. Contract #10-020

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Ratify Amendment No. 1 between Western Michigan University and the County of Riverside Department of Public Health in the amount of \$ 367,000 for the period of January 1,2013 through December 31, 2014;
- 2) Approve and Direct the Auditor Controller to adjust the budget as specified in the Schedule A; and
- 3) Authorize the Chairman of the Board to sign four (4) originals of the Amendment.

BACKGROUND: (On Page 2)

GH:nw/ys

Carley Linn

Carley Linn, Deputy Director for
Susan Harrington, Director of Public Health

FINANCIAL DATA

Current F.Y. Total Cost:	\$ 367,000	In Current Year Budget:	No
Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	Yes
Annual Net County Cost:	\$ 0	For Fiscal Year:	12/13

SOURCE OF FUNDS: 100% Federal Funds

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

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature

BY: *Debra Cournoyer*
Debra Cournoyer

FISCAL PROCEDURES APPROVED
PAUL ANGLIO, CPA, AUDITOR-CONTROLLER
BY: *Lisette F.*

FORM APPROVED BY COUNTY COUNSEL
DATE: *2/11/13*
Departmental Concurrence
BY: NEAL R. KIPNIS

Policy
 Policy
 Consent
 Consent

Dep't Recomm.:
Per Exec. Ofc.:

Prev. Agn. Ref.: 3/15/11, Item: 3.8

District: All/All

Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3-46

Form 11

Subject: Ratify Amendment No. 1 between Western Michigan University and the County of Riverside Department of Public Health. Contract #10-020.

Page 2

BACKGROUND:

The Department of Public Health has received funding from the State of California, Women, Infants and Children program(WIC) to extend the Western Michigan University (WMU) subscription access for two (2) additional years, Wichealth.org.

The purpose of this website is to provide stage-based, client-centered, WIC nutrition education to WIC clients. On-line WIC education will result in cost savings to our WIC program. Clients will have the option to choose on-line education rather than attend a classroom WIC education session at their local WIC site. WIC site education requires a qualified staff member to teach the class to approximately 15-20 participants per class. On-line education will reduce the number of class sessions needed at the WIC site and will reduce the number of educators needed per site.

WMU was approved by the Board of Supervisors as a sole source on March 15, 2011, Agenda Item 3.8.

FINANCIAL INFORMATION:

The Department of Public Health (DOPH) will pay WMU \$367,000 for the two-year subscription in County Fiscal Year 2012/2013 per the Agreement, Amendment No. 1. The DOPH will be reimbursed \$367,000 by the State of California WIC program.

Form 11

Subject: Ratify Amendment No. 1 to Agreement No. 7252 between Western Michigan University and the County of Riverside Department of Public Health.

Page 3

**SCHEDULE A
Department of Public Health
Budget Adjustment
Fiscal Year 2012/2013**

INCREASE IN APPROPRIATION:

10000-4200100000-HS100004-525440	Professional Services	<u>367,000</u>
TOTAL INCREASE IN APPROPRIATION:		<u>\$ 367,000</u>

INCREASE IN ESTIMATED REVENUE:

10000-4200100000-HS100004-762040	Fed - Health Grants	<u>367,000</u>
TOTAL INCREASE IN ESTIMATED REVENUE:		<u>\$ 367,000</u>

Exhibit A: Scope of Work for WMU for the period of January 1, 2013 – December 31, 2014

GOAL: The goal of this contract is to provide online services including nutrition education and virtual peer counseling to California WIC participants.		
No.	Tasks and Activities	Timeline
1.	A two (2) Year Subscription to wichealth.org online nutrition education for California WIC participants.	
1a	Western Michigan University will provide California WIC access to: <ul style="list-style-type: none">• All wichealth.org learning modules• Wichealth.org support and implementation materials• Wichealth.org statistics	January 1, 2013 – December 31, 2014

EXHIBIT B: BUDGET AND BUDGET SCHEDULE for WMU for the period of January 1, 2013 – December 31, 2014

Budget

2 Year subscription for California WIC participants to wichealth.org January 1, 2013-December 31, 2014	\$367,000
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Budget Schedule

WMU will bill Second Party by June 1, 2013 for the fixed price amount described above.

EXHIBIT C: ORIGINAL AGREEMENT

PROJECT AGREEMENT

This agreement, made and entered into this December 7 day of 2010, by and between The Board of Trustees of Western Michigan University (hereinafter known as WMU) and the State of California Department of Public Health represented by the County of Riverside Community Health Agency (hereinafter known as the Second Party). WMU is a constitutional body corporate organized and existing under the constitution of the State of Michigan, with offices in the city of Kalamazoo, Michigan. Second Party is organized and existing under the laws of the State of California, with offices in Riverside.

1. RECITALS. WMU has experience and expertise that are valuable to Second Party. Second Party desires to retain WMU to perform the scope of work described in Appendix A for which WMU will bill Second Party quarterly for the amounts agreed to in Appendix B.
2. SCOPE OF SERVICES. WMU shall provide the necessary facilities, services and personnel to carry out the described project. All activity shall be performed in a professional fashion to the highest academic standards.
3. TIME OF PERFORMANCE. This agreement shall commence on January 1, 2011, and shall continue 24 months through December 31, 2012.
4. SCHEDULE OF CHARGES. Second Party agrees to pay WMU in accordance with the budget and schedule in Appendix B. Included in the budget are non-allocable costs (24% of direct costs) at the rate established by the latest U.S. Department of Health and Human Services audit.
5. FEDERAL FUNDS. If this project is being supported with federal funds, please list the federal agency USDA CFDA #10.577 (if known) and the federal program title WIC Program.
6. LIABILITY. Each party to this agreement will be responsible for its own actions and must seek its own legal representative and bear its own costs, including judgments, in any litigation that may arise from its action during the performance of this agreement. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.
7. TERMINATION OF AGREEMENT FOR CAUSE. If either Second Party or WMU shall violate any of the covenants, understandings or stipulations of this agreement, and the violation is not cured within 15 days, the aggrieved party shall thereupon have the right to terminate this agreement by giving written notice to the other party of such termination and specifying the cause(s) and the effective date thereof. Such notice must be delivered 15 days before the effective date. In the event that such cause for termination shall lie with Second Party, all facets of the project must be taken to a logical stopping point, a fiscal and technical report prepared, and just and equitable compensation for any work performed on the project shall be tendered to WMU. Should the cause of termination lie with WMU, the amount of additional work to be carried out by WMU shall be subject to negotiation by all parties. Neither WMU nor Second Party shall be responsible for any liability for damages sustained by the other party by virtue of any breach of this agreement or through negligence on the part of the other party.
8. RECORDS. WMU shall maintain all books, documents, papers, accounting records or other evidence pertaining to costs incurred for a period of three years from the date of final payment under this agreement. Such materials shall be readily available during the agreement and retention period for inspection, audit and/or duplication at all reasonable times by authorized representatives of Second Party.
9. DISSEMINATION OF INFORMATION AND INTELLECTUAL PROPERTY RIGHTS. Publications pertaining to this agreement or the services, data, or project to which it relates will not be made without prior approval of both parties. Neither party shall unreasonably withhold its approval.

WMU shall own and be responsible for all fees and costs of protecting all inventions, discoveries or other intellectual property arising from this work and Second Party agrees to execute assignment of any rights arising from this work to WMU.

10. EQUAL EMPLOYMENT OPPORTUNITY. There shall be no discrimination against any employee who is employed in the work covered by this contract, or against any applicant for such employment, because of race, color, religion, age, sex, handicap or

national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 11. MICHIGAN LAW. The law of the State of Michigan shall apply exclusively to every aspect of all disputes arising in connection with this agreement. By execution of this agreement, Second Party submits itself to the personal jurisdiction of the federal and state courts of Michigan.
- 12. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS. Second Party certifies to the best of its knowledge and belief that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; Have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated above in this certification; and Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
- 13. AMENDMENTS. This agreement constitutes the complete understanding of the parties hereto and any amendments to the agreement must be agreed to in writing and signed by both parties.

SIGNED & DATED ON BEHALF OF WMU

SIGNED ON BEHALF OF SECOND PARTY

Jan Van Der Kley
 Jan Van Der Kley, Assistant Treasurer
 (269) 387-4233

Bob Buster
BOB BUSTER
CHAIRMAN, BOARD OF SUPERVISORS

FORM APPROVED COUNTY COUNSEL
 BY: Neal R. Kipnis 2/24/11
 NEAL R. KIPNIS DATE

ATTEST:
 KECIA HARPER-IHEM, Clerk
 By Bob Buster
 DEPUTY

Attachment - Contacts WMU Subaward Agreement	
University Contacts	Collaborator Contacts
<p>Administrative Contact</p> <p>Name: Gina Betcher, Research and Program Officer WESTERN MICHIGAN UNIVERSITY 1903 W Michigan Avenue MS 5456 Kalamazoo MI 49008-5456</p> <p>Telephone: 269-387-8204 Fax: 269-387-8276 Email: gina.betcher@wmich.edu</p>	<p>Administrative Contact</p> <p>Name: Anna Glrk Address: California Department of Public Health 3901 Lennane Drive, MS 8600 Sacramento CA 95834</p> <p>Telephone: (916) 928-8777 Fax: Email: Anna.Glrk@cdph.ca.gov</p>
<p>Principal Investigator</p> <p>Name: Dr. Robert Bensley Address: WESTERN MICHIGAN UNIVERSITY College of Education - HPER 1903 W Michigan Avenue Kalamazoo MI 49008</p> <p>Telephone: 269-387-3081 Fax: 269-387-2704 Email: robert.bensley@wmich.edu</p>	<p>Project Director</p> <p>Name: Glok Khoe, MPH, CHES, Health Education Consultant Address: California Department of Public Health Women, Infants, and Children (WIC) Program 3901 Lennane Drive, MS 8600 Sacramento CA 95834</p> <p>Telephone: (916) 928-8815 Fax: (916) 263-3317 Email: Glok.Khoe@cdph.ca.gov</p>
<p>Financial Contact</p> <p>Name: Dawn Nelson, fiscal analyst Grants and Contracts Western Michigan University Address: 1903 W Michigan Avenue MS 5426 Kalamazoo MI 49008-5425 Telephone: 269-387-4734</p> <p>Fax: 269-387-4737 Email: dawn.nelson@wmich.edu</p>	<p>Financial Contact</p> <p>Name: Nora Ward Nutrition Services Branch Riverside Community Health Agency Address: 4065 County Circle Drive Riverside, CA 92503</p> <p>Telephone: (951) 358-5311 Fax: Email: NWard@rlvcocha.org</p>
<p>Authorized Official</p> <p>Name: Jan Vanderkley Associate Vice President for Business Address: WESTERN MICHIGAN UNIVERSITY 1903 W Michigan Avenue MS 5456 Kalamazoo MI 49008-5456</p> <p>Telephone: 269 387-8283 Fax: Email: paula.kohler@wmich.edu</p>	<p>Authorized Official</p> <p>Name: Glok Khoe, MPH, CHES, Health Education Consultant Address: California Department of Public Health Women, Infants, and Children (WIC) Program 3901 Lennane Drive, MS 8600 Sacramento CA 95834</p> <p>Telephone: (916) 928-8815 Fax: (916) 263-3317 Email: Glok.Khoe@cdph.ca.gov</p>

Appendix A

Goal: The goal of this contract is to provide online services including nutrition education and virtual peer counseling to California WIC participants.		
No.	Tasks and Activities	Timeline
1. Two (2) Year Subscription to wichealth.org to pilot online nutrition education for California WIC participants		
1a	Western Michigan University will provide California WIC access to: <ul style="list-style-type: none"> ▪ all wichealth.org learning modules ▪ wichealth.org support and implementation materials ▪ wichealth.org statistics 	January 1, 2011 - December 31, 2012
2. Baby Behavior Modules for WIC participants with content based on the UC Davis Lactation Center's Baby Behavior Project		
2a	Western Michigan University will develop Baby Behavior algorithms in English based on the Baby Behavior training provided by UC Davis Lactation Center staff	February –March 2011
2b	Western Michigan University will identify end nodes for modules	April –June 2011
2c	Western Michigan University will incorporate Baby Behavior video clips into modules as appropriate. Western Michigan University will not be responsible for development of video clips.	April –June 2011
2d	Western Michigan University will develop Baby Behavior modules in English	June 2011
2e	Western Michigan University will submit English version of Baby Behavior modules to the California WIC Program and UC Davis Lactation Center for their review and approval	June 2011
2f	Western Michigan University will revise English version of Baby Behavior modules where needed and obtain final approval from Subject Matter Experts.	July 2011
2g	California WIC Program will translate approved English version of Baby Behavior modules and end nodes to Spanish*	August 2011
2h	California WIC Program will coordinate/facilitate field testing of English and Spanish versions of the Baby Behavior modules at designated California wichealth.org pilot sites	September 2011
2i	Western Michigan University will revise Baby Behavior modules incorporating recommendations from field testing	October 2011
2j	Western Michigan University will launch English version of Baby Behavior modules	November 2011
2k	Western Michigan University will launch Spanish version of Baby Behavior modules	December 2011
2l	Western Michigan University will evaluate the Baby Behavior modules using the Website Feedback section of wichealth.org and other evaluation tools as deemed appropriate	ongoing

* California WIC Program will NOT be billing Western Michigan University for this activity (2g)

No.	Tasks and Activities	Timeline
3. Virtual Breastfeeding Peer Counseling System for California peer counselors and their respective Participants		
3a	Western Michigan University will develop a virtual Breastfeeding Peer Counseling System for California	January -September
3b	Western Michigan University will identify sites to pilot the virtual Breastfeeding Peer Counseling System In California	September 2011
3c	Western Michigan University will train staff of designated pilot sites about the virtual Breastfeeding Peer Counseling System in California	October 2011
3d	Western Michigan University will pilot the virtual Breastfeeding Peer Counseling System at designated pilot sites	October-November 2011
3f	Western Michigan University will launch the virtual Breastfeeding Peer Counseling System in partner states	November 2011

** Western Michigan University will NOT be invoicing for this component (3a-3f)

Appendix B

Budget

2 Year Subscription for California WIC participants to wichealth.org January 1, 2011 – December 31, 2012	\$369,000
Development and launching of Baby Behavior modules	\$60,000
TOTAL	\$429,000

Budget Narrative

YEAR 1

<i>Personnel</i>	\$105,096
Project Director AY .125 FTE	\$10,365
Project Director .25 FTE	\$20,731
Creative Director .25 FTE	\$16,000
Project Coordinator .25 FTE	\$12,375
Project Specialist .25 FTE	\$10,625
Project Specialist .5 FTE	\$20,000
Office Admin Asst 10 hrs/wk x \$25/hr	\$13,000
Evaluator \$50/hr x 40 hrs	\$2,000

<i>Fringe Benefits</i>	\$25,149
Project Director AY 50.65%	\$5,250
Project Director 22.65%	\$4,696
Creative Director 50.65%	\$8,104
Project Coordinator 29.15%	\$3,607
Project Specialists (2) 7.65%	\$2,344
Office Admin Asst 7.65%	\$995
Evaluator 7.65%	\$153

<i>Subcontract</i>	
352 Media Group	\$39,500

<i>Travel</i>	
4 trips x \$1,500/trip	\$6,000

<i>Other/Supplies</i>	\$68
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Direct costs	\$175,813
Indirect costs 24%	\$42,195

Total Year 1	\$218,008
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YEAR 2

<i>Personnel</i>	\$107,699
Project Director AY .125 FTE	\$10,676
Project Director .25 FTE	\$21,353
Creative Director .25 FTE	\$16,480
Project Coordinator .25 FTE	\$12,746
Project Specialist .25 FTE	\$10,944
Project Specialist .5 FTE	\$20,000
Office Admin Asst 10 hrs/wk x \$25/hr	\$13,000
Evaluator \$50/hr x 50 hrs	\$2,500

<i>Fringe Benefits</i>	\$26,189
Project Director AY 51.55%	\$5,504
Project Director 23.05%	\$4,922
Creative Director 51.55%	\$8,495
Project Coordinator 29.15%	\$3,715
Project Specialists (2) 7.65%	\$2,367
Office Admin Asst 7.65%	\$995
Evaluator 7.65%	\$191

<i>Subcontract</i>	
352 Media Group	\$30,000

<i>Travel</i>	
4 trips x \$1,500/trip	\$6,000

<i>Other/Supplies</i>	\$267
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Direct costs	\$170,155
Indirect costs 24%	\$40,837

<i>Total Year 2</i>	\$210,992
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TOTAL	\$429,000
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1. Service Overview

Western Michigan University, agrees to provide the following services to the California Department of Public Health (CDPH), Women, Infants, and Children (WIC) Program.

During January 1, 2011 – December 31, 2012 Western Michigan University shall: (1) provide a 2-year subscription to pliot.wichealth.org for California WIC participants; (2) develop online modules on Baby Behavior with content based on the UC Davis Lactation Center's Baby Behavior Project; and (3) develop a virtual breastfeeding peer counseling system for California peer counselors and their respective participants.

2. Project Representatives

A. The project representatives during the term of this agreement will be:

California Department of Public Health
Women, Infants and Children Program
Nutrition Education Materials and Orientation Section
3901 Lennane Drive
Sacramento, CA 95834
FAX: (916) 263-3317

For programmatic questions: Giok Khoe
Telephone: (916) 928-8815
Email: Giok.Khoe@cdph.ca.gov

For contract questions: Anna Girk
Telephone: (916) 928-8777
Email: Anna.Glrk@cdph.ca.gov

Western Michigan University
eHealth Innovations Group
Community Health Education
Western Michigan University
4024 SRC
Kalamazoo, MI 49008
Fax: (269) 387-2704

Robert Bensley, Professor and Director
Telephone: (269) 387-3081
Email: bensley@wmich.edu

County of Riverside Health Services Agency
Department of Public Health
4065 County Circle Drive
Riverside, CA 92503
For invoice questions: Nora Ward
Telephone: (951) 358-5311
Email: NWard@rivcocha.org

- B. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement.

3. Allowable Informal Scope of Work Changes

- A. The Contractor or the State may propose informal changes or revisions to the activities, tasks, deliverables and/or performance time frames specified in the Scope of Work, provided such changes do not alter the overall goals and basic purpose of the agreement.
- B. Informal SOW changes may include the substitution of specified activities or tasks; the alteration or substitution of contract deliverables and modifications to anticipated completion/target dates.
- C. Informal SOW changes processed hereunder, shall not require a formal agreement amendment, provided the Contractor's annual budget does not increase or decrease as a result of the informal SOW change.
- D. Unless otherwise stipulated in this agreement, all informal SOW changes and revisions are subject to prior written approval by the State.
- E. In implementing this provision, the State may provide a format for the Contractor's use to request informal SOW changes. If no format is provided by the State, the Contractor may devise its own format for this purpose.

4. Scope of Work

See the following pages for a detailed description of the services to be performed.

5. Invoicing

- A. For services satisfactorily rendered according to the scope of work and the terms, conditions and exhibits of this agreement, and upon receipt and approval of the invoices, Riverside County WIC Program agrees to compensate the Western Michigan University for actual expenditures incurred in accordance with the budget(s) attached hereto.
- B. Invoices shall include the agreement number and shall be submitted in triplicate in arrears not more frequently than every 30 days. Each invoice for the month shall be submitted for payment no more than sixty (60) calendar days following the close of each month, unless an alternate deadline is agreed to in writing by the program contract manager. Direct all invoices to:

County of Riverside Health Services Agency-
Department of Public Health
4065 County Circle Drive
Riverside, CA 92503
Attn: Nora Ward, Budget and Accounting Section

C. Invoices shall:

- 1. Be prepared on Contractor letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represents actual expenses for the service performed under this contract.
- 2. Bear the Contractor's name as shown on the agreement.

3. Identify the billing and/or performance period covered by the invoice.
4. Itemize costs for the billing period in the same or greater level of detail as indicated in this agreement. Subject to the terms of this agreement, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by CDPH.

6. Reimbursement

Costs under this agreement have been negotiated and reimbursement is limited to allowable costs incurred pursuant to the budget attachment(s). Said costs are inclusive of applicable charges including wages, salaries, fringe benefits, direct project demands and an indirect/overhead rate (if applicable) not to exceed the percentage rate indicated in the budget attachment(s).

7. Advance Payments

Riverside County WIC Program agrees to pay in advance, payment for the two (2) year subscription fees per this agreement.

8. Amounts Payable

The amounts payable under this agreement shall not exceed \$429,000 for the budget period of 1/1/2011 through 12/31/2012.

Goal: The goal of this contract is to provide online services including nutrition education and virtual peer counseling to California WIC participants.		
No.	Tasks and Activities	Timeline
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* California WIC Program will NOT be billing Western Michigan University for this activity (2g)

No.	Tasks and Activities	Timeline
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3d	Western Michigan University will pilot the virtual Breastfeeding Peer Counseling System at designated pilot sites	October-November 2011
3f	Western Michigan University will launch the virtual Breastfeeding Peer Counseling System in partner states	November 2011

** Western Michigan University will NOT be invoicing for this component (3a-3f)

2011 Budget

2 Year Subscription for California WIC participants to wichealth.org January 1, 2011 – December 31, 2012	\$369,000
Development and launching of Baby Behavior modules	\$60,000
TOTAL	\$429,000