

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

710



FROM: Department of Public Health

SUBMITTAL DATE:

SUBJECT: Approve Agreement #13-20527 between California Department of Public Health and the County of Riverside Department of Public Health for the period of October 1, 2013 through September 30, 2016. Districts – All [\$11,195,880 - Federal Funds]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve Agreement #13-20527 between California Department of Public Health and the County of Riverside Department of Public Health for an increase of \$262,525 for a total amount of \$11,195,880 for the period of October 1, 2013 through September 30, 2016;
2. Authorize the Chairman of the Board to sign six (6) originals of the Standard Agreement face sheet;
3. Authorize the Chairman of the Board to sign six (6) originals of the Certification Regarding Lobbying;
4. Authorize the Chairman of the Board to sign four (4) originals of the (3) year agreements with the City of Riverside in the amount of two million one hundred fifty one thousand three hundred ten dollars (\$2,151,310) for the period of performance of October 1, 2013 through October 31, 2016;

RECOMMENDED MOTION's: (Continued Page 2)

GH:cr/sm/ys

Sarah Mack for Susan Harrington
Sarah Mack, Deputy Director for
Susan D. Harrington, Director
Department of Public Health

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 2,849,585	\$ 3,524,793	\$ 11,195,880	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 142,479	\$ 176,240	\$ 559,794	\$ 0	
SOURCE OF FUNDS: 100% Network for a Healthy California				Budget Adjustment: No	
Federal funds				For Fiscal Year: 13/14	

C.E.O. RECOMMENDATION:

APPROVE
Jennifer A. Sargent
BY: Jennifer A. Sargent

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

FORM APPROVED COUNTY COUNSEL
BY: HEAL R. KIPINS DATE: 12/4/13
Departmental Concurrence

Purchasing: *M. Seiler*
Mark Seiler, Assistant Director

- A-30
- Positions Added
- 4/5 Vote
- Change Order

Prev. Agn. Ref.: 3.18, September 20, 2012

Districts: All/All

Agenda Number:

3-41

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

SUBJECT: Approve Agreement #13-20527 between California Department of Public Health and the County of Riverside Department of Public Health for the period of October 1, 2013 through September 30, 2016.
Districts – All [\$11,195,880 - Federal Funds]

FORM 11

DATE:

PAGE: 2 of 4

RECOMMENDED MOTION's (Continued): That the Board of Supervisors:

5. Authorize the Chairman of the Board to sign four (4) originals of the three (3) year agreements with the City of Perris in the amount of nine hundred thirty four thousand two hundred twenty nine dollars (\$934,229) for the period of performance of October 1, 2013 through October 31, 2015;
6. Authorize the Chairman of the Board to sign four (4) originals of the three (3) year agreements with the City of Jurupa Valley in the amount of seven hundred twenty five thousand dollars (\$725,000) for the period of performance of October 1, 2013 through October 31, 2016; and
7. Authorize the Purchasing Agent to sign subsequent amendments not to exceed authorized amount.

BACKGROUND:

Summary

Agreement #12-10194 approved by the Board of Supervisors on September 20, 2012, Board Agenda Number 3.18, in the amount of \$10,933,355 for the period of October 1, 2012 through September 30, 2016 has been superseded by Agreement #13-20527.

Agreement #13-20527 increases the total award by \$262,525 for a new total of \$11,195,880. The increase of this amount is for FFY13/14 from \$3,361,906 to \$3,624,431. This increase will be applied to County FY14/15 and will not require a budget adjustment to the current County FY13/14.

The California Department of Public Health, Cancer Prevention and Nutrition Section represents a statewide movement of local, state and national partners collectively working toward improving the health status of low-income Californians through increased fruit and vegetable consumption and daily physical activity. Multiple venues are used to facilitate behavior change in the homes, schools, worksites, and communities of low-income Californians to create environments that support fruit and vegetable consumption and physical activity. Network funds must be spent on "qualifying nutrition and physical programs in Riverside County through partnerships and coalitions to promote nutrition and physical activity. The target population for this program is eligible for participation in the Supplemental Nutrition Assistance Program Education (SNAP-Ed).

The Department of Public Health, is subcontracting with four cities: City of Riverside, City of Jurupa Valley, City of Perris and a fourth city or subcontractor within the desert region still to be determined. Each subcontract is for a period of three (3) years to implement Supplemental Nutrition Assistance Program Nutrition Education (SNAP-Ed). The fourth subcontract agreement will be submitted to the Board of Supervisors at a later date upon completion of negotiations. The cities were invited and selected to participate in the *Network for a Health California* Local Health Department grant based on meeting qualifying criteria dictated by State *Network* Local Health Department agreement approved by Board of Supervisors on September 20, 2012 Agenda Item 3.18. Due to limited funding, only the top four ranking cities were selected for funding.

Impact on Citizens and Businesses

Based on qualifying areas within the County of Riverside, SNAP-ED eligible population will be targeted to increase the consumption of healthy foods and beverages, reduce consumption of less healthy foods and beverages and to increase physical activity as part of the *Network for a Health California* Local Health Department (LHD) grant.

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FORM 11

DATE:

PAGE: 3 of 4

SUPPLEMENTAL:

Additional Fiscal Information

The Department of Public Health, *Network* program receives 100% of its funding from the State as a pass through from the Federal government. The *Network* program year is based on a federal fiscal year (October 1, 2013- September 30, 2016).

The table below outlines how the funds are distributed over the three year term of the agreement. Funding allocation for the county fiscal years is as follows:

Multi-year contract: Federal and County FY Budget Comparison Table						
County Fiscal Year (FY)	07/01/12 - 06/30/13	07/01/13- 06/30/14	07/01/14- 06/30/15	07/01/15- 06/30/16	07/01/16- 06/30/17	
Contract Total	\$ 984,466	\$ 2,849,585	\$ 3,524,793	\$ 3,079,593	\$ 757,443	\$11,195,880
Federal Fiscal Year (FFY)	10/01/12 - 09/30/13	10/01/13- 09/30/14	10/01/14- 09/30/15	10/01/15- 09/30/16		
Contract Total	\$ 1,312,623	\$ 3,624,431	\$ 3,229,053	\$ 3,029,773		\$11,195,880

The table below outlines how the funds are distributed over the three year term of the agreement for the four subcontracting cities. Funding allocation for the county fiscal years is as follows:

Multi-year contract: County FY Budget Table						
County Fiscal Year (FY)	07/01/13 - 06/30/14	07/01/14- 06/30/15	07/01/15- 06/30/16	06/30/16- 09/30/16	Total 3 Yr Contract	
City of Riverside	\$ 565,882	\$ 728,171	\$ 687,905	\$ 169,352	\$ 2,151,310	
City of Perris	\$ 245,741	\$ 316,216	\$ 298,730	\$ 73,542	\$ 934,229	
City of Jurupa Valley	\$ 168,750	\$ 243,750	\$ 250,000	\$ 62,500	\$ 725,000	
City TBD	\$ 132,487	\$ 170,482	\$ 161,056	\$ 39,649	\$ 503,674	
Contract Total	\$ 1,112,860	\$ 1,458,619	\$ 1,397,691	\$ 345,043	\$4,314,213	\$4,314,213

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FORM 11

DATE:

PAGE: 4 of 4

The Net County Cost has been calculated at 5% based on FY12/13 total revenue. The table below shows the Net County Cost over the three year term of the agreement:

Multi-year contract: County FY Budget Net County Cost Table						
County Fiscal Year (FY)	07/01/12 - 06/30/13	07/01/13- 06/30/14	07/01/14- 06/30/15	07/01/15- 06/30/16	07/01/16- 06/30/17	
Contract Total	\$ 984,466	\$ 2,849,585	\$ 3,524,793	\$ 3,079,593	\$ 757,443	\$11,195,880
	5%	5%	5%	5%	5%	5%
Net County Cost	\$49,223	\$142,279	\$176,240	\$153,980	\$37,872	\$559,594

NUTRITION EDUCATION AND OBESITY PREVENTION PROGRAM
Awarded By
THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter
“Department”
TO
County of Riverside Department of Public Health, hereinafter
“Grantee”
Implementing the project, “Supplemental Nutrition Assistance
Program-Education,” hereinafter “Project”

GRANT AGREEMENT NUMBER 13-20527

The Department awards this Grant and the Grantee accepts and agrees to use the Grant funds as follows:

AUTHORITY: The Department has authority to grant funds for the Project under Health and Safety Code, Section 131085(a), (b).

PURPOSE: The Department shall provide a grant to and for the benefit of the Grantee; the Grantee agrees to create innovative partnerships that assist SNAP-Ed eligible consumers in adopting healthy eating and physical activity behaviors, as part of a healthy lifestyle. The Grantee will provide nutrition education and conduct nutrition activities to SNAP-Ed eligible families per Health and Safety Code Section 104650-104655. Grant agreement number 13-20527 supersedes contract number 12-10194.

GRANT AMOUNT: The maximum amount payable under this Grant shall not exceed Three Million Six Hundred Twenty-Four Thousand Four Hundred Thirty-One dollars (\$3,624,431) annually, for a total grant amount not to exceed \$11,195,880 (Year 1: 10/1/12-9/30/13 (FFY 2013) \$1,312,623; Year 2: 10/1/13-9/30/14 (FFY 2014) \$3,624,431; Year 3: 10/1/14-9/30/15 (FFY 2015), \$3,229,053; and Year 4: 10/1/15-9/30/16 (FFY 2016) \$3,029,773). No funds may be requested or invoiced for work performed or costs incurred after the end date. See Exhibit E, Additional Provisions, Additional Incorporated Documents, Network Local Projects Network for a Healthy California Guidelines Manual, Section II Fiscal, Section 500 Reimbursement Process.

TERM OF GRANT: The term of the Grant shall begin on October 1, 2013, and terminate on September 30, 2016.

PROJECT REPRESENTATIVES: The Project Representatives during the term of this Grant will be:

California Department of Public Health,
Nutrition Education and Obesity Prevention
Branch

Attention:

Joy Fong, Program Manager

P.O. Box 997377
Sacramento, CA 95899-7413
Phone: (916) 650-6886
Fax: (916) 449-5414
E-mail: joy.fong@cdph.ca.gov

Grantee: The County of Riverside
Department of Public Health

Attention:

John J. Benoit, Chairman
Board of Supervisors

P.O. Box 7849
Riverside, CA 92513
Phone: (951) 358-5311
Fax: (951) 358-5472
E-mail: LDelara@cbos.org

Direct all inquiries to:

California Department of Public Health,
Nutrition Education and Obesity Prevention
Branch

Attention:

Jorge G. Leal, Grant Manager

P.O. Box 997377
Sacramento, CA 95899-7413
Phone: (916) 327-8018
Fax: (916) 449-5414
E-mail: Jorge.leal@cdph.ca.gov

Grantee: The County of Riverside
Department of Public Health

Attention:

Nancy Allende, RD Supervising
Nutritionist; Gayle Hoxter, MPH,
RD Branch Chief

P.O. Box 7849
Riverside, CA 92513
Phone: (951) 358-5311
Fax: (951) 358-5472
E-mail: nallende@rivcocha.org
ghoxter@rivcocha.org

Either party may change its Project Representative upon written notice to the other party.

STANDARD PROVISIONS: The following exhibits are attached and made a part of this Grant by the reference:

EXHIBIT A: GRANT APPLICATION

The Grant Application provides the scope of work, purpose, task schedule and list of deliverables.

EXHIBIT A1: DELIVERABLES FOR LOCAL HEALTH DEPARTMENT GRANTS

EXHIBIT B: BUDGET DETAIL

The approved budget supersedes the proposed budget in the Grant Application.

EXHIBIT C: STANDARD GRANT CONDITIONS

EXHIBIT D: FEDERAL PROVISIONS

EXHIBIT E: ADDITIONAL PROVISIONS

GRANTEE REPRESENTATIONS:

The Grantee(s) accept all terms, provisions, and conditions of this grant, including those stated in the Exhibits incorporated by reference above. The Grantee(s) shall fulfill all assurances and commitments made in the application, declarations, other accompanying documents, and written communications (e.g., e-mail, correspondence) filed in support of the request for grant funding. The Grantee(s) shall comply with and require its contractors and subcontractors to comply with all applicable laws, policies, and regulations.

IN WITNESS THEREOF, the parties have executed this Grant on the dates set forth below.

Executed By:

California Department of Public Health

County of Riverside

Angela Salas, Chief
Contracts & Purchasing Services Section

John J. Benoit, Chairman
Board of Supervisors

Date _____

Date _____

FORM APPROVED COUNTY COUNSEL
BY: 
NEAL R. KIPNIS DATE

ATTEST:

Kecia Harper-Ihem, Clerk

Date _____

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

FORM APPROVED COUNTY COUNSEL
BY: Neal R. Kipnis
DATE: 12/13/13

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

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Agreement

Contract Number: 14-042

This is a Subcontracting Agreement of the California Supplemental Nutrition Assistance Program Education (SNAP-Ed) Plan of the California Department of Public Health, the California Department of Social Services and the United States Department of Agriculture

Between

County of Riverside, Department of Public Health

and

City of Jurupa Valley

I. Purpose and Scope

The purpose of this agreement is to clearly identify the roles and responsibilities of each party as they relate to providing nutrition education to Californians participating or eligible to participate in the CalFresh, previously known as the Food Stamp Program in California.¹ California's Supplemental Nutrition Assistance Program Education (SNAP-Ed) is funded federally by the United States Department of Agriculture (USDA) and administered at the state level by the California Department of Social Services (CDSS) and the California Department of Public Health's (CDPH's) *Network for a Healthy California (Network)*.

The SNAP-Ed program is intended to provide nutrition education to low-income households. To support this goal, County of Riverside, Department of Public Health and City of Jurupa Valley will conduct nutrition education interventions to eligible families as described in their respective Scopes of Work. Allowable services are outlined in the USDA SNAP-Ed Plan Guidance located at the following link:

<http://www.cnpp.usda.gov/DGAs2010-PolicyDocument.htm>

Both, County of Riverside, Department of Public Health and City of Jurupa Valley should ensure that program activities are conducted in compliance with all applicable Federal laws, rules, and regulations including Civil Rights and Office of Management and Budget (OMB) circulars governing cost issues.

II. Agreement Term

The term of this agreement is the period within which the project responsibilities of this agreement shall be performed. The term commences October 1, 2013 and terminates September 30, 2016 in the amount of seven hundred, twenty five thousand dollars (\$725,000) for this period.

III. County of Riverside, Department of Public Health Responsibilities

County of Riverside, Department of Public Health shall undertake the following activities during the duration of the agreement term:

1. Ensure adherence of City of Jurupa Valley to applicable federal and state laws and regulations and program guidelines.
2. Review and approve all documentation evidencing City of Jurupa Valley's performance of services as set forth in the Scope of Work and monitor City of Jurupa Valley's compliance with the agreement.
3. Provide training and technical assistance to City of Jurupa Valley on promising practices and fiscal and programmatic rules and regulations.
4. Promptly reimburse allowable expenses according to the terms and conditions set forth in this agreement according to the following:
 - a. The County standard payment default terms are 30 days after the submission of the monthly Federal Share invoices to County of Riverside, Department of Public Health.
5. Ensure that City of Jurupa Valley's Scope of Work activities do not supplant existing SNAP-Ed efforts or funding.
6. Review City of Jurupa Valley's audit report and, within six months of receipt, issue a management decision on any audit findings. County of Riverside, Department of Public Health will also ensure that City of Jurupa Valley takes appropriate and timely corrective action to remain in compliance with federal regulations.

IV. City of Jurupa Valley Responsibilities

City of Jurupa Valley shall undertake the following activities during the duration of the agreement term:

1. Provide nutrition education services as outlined in the approved Scope of Work and Budget Justification (attached). Services shall be provided to SNAP eligible participants and potential SNAP eligible participants who have incomes at or below 185% of the federal poverty level (FPL). City of Jurupa Valley will be required to designate the sites where services will be provided to ensure the target population is being reached. The methods used to qualify the proposed sites include:
 - a. Sites located in a census tract where at least 50% of the target audience is at or below 185% of the FPL. Sites may be qualified based on all races in the census tract or by racial/ethnic specific data.
 - b. Sites considered as means tested programs that are eligible for SNAP-Ed services.
 - c. School sites with at least 50% of the students receiving free or reduced price meals.
2. Ensure that Federal Share is not used to supplant existing SNAP-Ed funds or activities.
3. Follow all relevant laws and regulations regarding documentation, reporting, use, etc. of these federal funds in accordance with OMB circulars A-122 and A-133 (for non-profits) or OMB circulars A-87 and A-133 (for State, Local, and Indian Tribal Governments) or OMB circulars A-21 (for Educational Institutions). <http://www.whitehouse.gov/omb/circulars/>
4. Furnish project management, contract administration and fiscal control services, including but not limited to:
 - a) Adherence to the approved Scope of Work and Budget Justification (attached).
 - b) Return of this agreement, with the required signatures, within 30 days of its receipt.
 - c) Preparation and submission of approved weekly time tracking forms for each employee charging personnel costs to the program.

d) Preparation and submission of monthly Federal Share invoices to County of Riverside, Department of Public Health according to the following :

a. Monthly Invoices Due Dates:

City of Jurupa Valley shall submit monthly invoices by the 25th of the following month to pay prior monthly expenditures.

e) Preparation and submission of Activity Logs and Progress Reports as follows:

a. See attached Scope of Work Exhibit A (1-12)

f) Participation in trainings and meetings as requested by County of Riverside, Department of Public Health.

g) Retention of all records supporting the contract for three (3) years after the end of the contract term. This requirement applies to fiscal records, reports and client information. Additionally, City of Jurupa Valley agrees to make all records relating to the contract available upon request by County of Riverside, Department of Public Health, the *Network*, CDSS and/or USDA. Any costs that cannot be substantiated by source documentation may be disallowed.

h) Return any funds necessary to repay USDA for any federal audit exceptions in which City of Jurupa Valley has not complied with the requirements of this agreement and applicable state and federal regulations.

i) Submission of a copy of audited financial statements to County of Riverside, Department of Public Health nine months after the year end. City of Jurupa Valley agrees to provide access to auditors to determine compliance with federal regulations.

V. County of Riverside, Department of Public Health and City of Jurupa Valley Agree to the Following Provisions:

1. Documentation Approval and Acknowledgements

Documents prepared by organizations using CDPH funding for external release, in print or other media, or via the Internet, must undergo appropriate review and approval prior to release. Documents prepared by CDPH contractors and subcontractors and intended for publication and distribution by an entity outside of CDPH must receive the necessary departmental approvals prior to publishing or distribution. Concurrent submission to the

internal and external review processes is not permitted. Reviews may take up to thirty (30) working days. CDPH has identified the following category of documents intended for external release applicable to nutrition education:

Health Education/Communication

- One time, periodic, or occasional
- Provides factual information to the public or target audience to prevent disease or improve health status
- Conveys a specific public health message to a select target audience about a specific public health problem or program

Examples:

- Brochure
- Fact sheet
- Media campaigns and advertisements
- Newsletter
- Fotonovela
- Press release or other press materials
- Public Service Announcement
- Social Networking – Facebook, Twitter, etc.

Materials, whether newly developed or reprinted, must include an appropriate acknowledgement/funding statement. See the *Network Branding Guidelines Manual* at <http://networkforahealthycalifornia.net/Library/docs/BrandingGuidelinesManual.pdf> for information on approved acknowledgement/funding statements and which types of materials should carry which version of the statement. For materials not listed, contact County of Riverside, Department of Public Health for guidance on which statement is appropriate.

Whenever possible, the *Network* logo should be displayed prominently on all materials produced with *Network* funds. This includes flyers, Web pages, PowerPoint presentations, printed publications, or any other documents. *Network* logos are available in English, Spanish, black and white, color, and in different electronic file formats online in the *Resource Library* (www.networkforahealthycalifornia.net/Library).

2. Special Terms and Conditions

County of Riverside, Department of Public Health and City of Jurupa Valley shall follow all relevant and applicable regulations as specified in the CDPH “Special Terms and Conditions”, also known as Exhibit D (F). These may include, but are not limited to:

- Travel and Per Diem Reimbursement – unless otherwise specified, Party A and Party B will be reimbursed for travel and

per diem expenses at rates established by the California Department of Personnel Administration.

- Subcontract Requirements – as it relates to securing bids for subcontractor services and subcontractor selection approval.
- Lobbying Restrictions – for contracts and subcontracts that equal or exceed \$100,000 in Federal Share.
- Intellectual Property Rights – except where CDPH has agreed in a signed writing to accept a license, CDPH shall be and remain without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property which result directly or indirectly from this Agreement.

VI. Funding

1. Federal Share SNAP-Ed funding shall not be used to supplant existing nutrition education funds or activities during the term of the contract.
2. City of Jurupa Valley shall provide Federal Share budget documentation as requested by USDA, CDSS, CDPH or County of Riverside, Department of Public Health.
3. Program activities shall not supplant existing nutrition education programs, and where operating in conjunction with existing programs, enhance and supplement them.
4. Funding for each federal fiscal year is subject to approval by USDA. If full funding does not become available, CDPH will amend, reduce or cancel the resulting agreement. Continuation of services beyond the first fiscal year is subject to County of Riverside, Department of Public Health and Jurupa Valley's continued successful performance.

VII. Modification and Termination

1. This agreement may be cancelled or terminated without cause by either party by giving (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment invoicing instructions/requirements.
2. Any and all amendments must be made in writing and must be agreed to and executed by the parties before becoming effective.
3. It is mutually agreed that if the Federal Budget of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force

and effect. In this event, the State and County of Riverside, Department of Public Health shall have no liability to pay any funds whatsoever to City of Jurupa Valley and City of Jurupa Valley shall not be obligated to perform any provisions of this Agreement for which they are not reimbursed.

4. If funding for any fiscal year is reduced or deleted by the Federal Budget for purposes of this program, the State and County of Riverside, Department of Public Health shall have the option to either cancel this Agreement with no liability occurring to the State or County of Riverside, Department of Public Health, or offer an agreement amendment to City of Jurupa Valley to reflect the reduced agreement.

VIII. Effective Date and Signature

This agreement shall be effective upon the signature of County of Riverside, Department of Public Health and City of Jurupa Valley authorized officials. It shall be in force from October 1, 2013 to September 30, 2016. County of Riverside, Department of Public Health and City of Jurupa Valley indicate agreement with their signatures.

Signatures and dates

John J. Benoit, Chairman
Board of Supervisors

Steve Harding, City Manager

Date

Date

ATTEST:

Kecia Harper-Ihem, Clerk of the Board

Date

FORM APPROVED COUNTY COUNSEL
BY:  12/4/13
NEAL R. KIPNIS DATE

A10

Agreement

Contract Number: 14-044

This is a Subcontracting Agreement of the California Supplemental Nutrition Assistance Program Education (SNAP-Ed) Plan of the California Department of Public Health, the California Department of Social Services and the United States Department of Agriculture

Between

County of Riverside, Department of Public Health

and

City of Riverside

I. Purpose and Scope

The purpose of this agreement is to clearly identify the roles and responsibilities of each party as they relate to providing nutrition education to Californians participating or eligible to participate in the CalFresh, previously known as the Food Stamp Program in California.¹ California's Supplemental Nutrition Assistance Program Education (SNAP-Ed) is funded federally by the United States Department of Agriculture (USDA) and administered at the state level by the California Department of Social Services (CDSS) and the California Department of Public Health's (CDPH's) *Network for a Healthy California (Network)*.

The SNAP-Ed program is intended to provide nutrition education to low-income households. To support this goal, County of Riverside, Department of Public Health and City of Riverside will conduct nutrition education interventions to eligible families as described in their respective Scopes of Work. Allowable services are outlined in the USDA SNAP-Ed Plan Guidance located at the following link:

<http://www.cnpp.usda.gov/DGAs2010-PolicyDocument.htm>

Both County of Riverside, Department of Public Health and City of Riverside should ensure that program activities are conducted in compliance with all applicable Federal laws, rules, and regulations including Civil Rights and Office of Management and Budget (OMB) circulars governing cost issues.

II. Agreement Term

The term of this agreement is the period within which the project responsibilities of this agreement shall be performed. The term commences October 1, 2013 and terminates September 30, 2016 in the amount of two million, one hundred-fifty one thousand, three hundred, ten dollars (\$2,151,310) for this period of performance.

III. County of Riverside, Department of Public Health Responsibilities

County of Riverside, Department of Public Health shall undertake the following activities during the duration of the agreement term:

1. Ensure adherence of City of Riverside to applicable federal and state laws and regulations and program guidelines.
2. Review and approve all documentation evidencing City of Riverside's performance of services as set forth in the Scope of Work and monitor City of Riverside's compliance with the agreement.
3. Provide training and technical assistance to City of Riverside on promising practices and fiscal and programmatic rules and regulations.
4. Promptly reimburse allowable expenses according to the terms and conditions set forth in this agreement according to the following:
 - a. The County standard payment default terms are 30 days after the submission of the monthly Federal Share invoices to County of Riverside, Department of Public Health.
5. Ensure that City of Riverside's Scope of Work activities do not supplant existing SNAP-Ed efforts or funding.
6. Review City of Riverside's audit report and, within six months of receipt, issue a management decision on any audit findings. County of Riverside, Department of Public Health will also ensure that City of Riverside takes appropriate and timely corrective action to remain in compliance with federal regulations.

IV. City of Riverside Responsibilities

City of Riverside shall undertake the following activities during the duration of the agreement term:

1. Provide nutrition education services as outlined in the approved Scope of Work and Budget Justification (attached). Services shall be provided to SNAP eligible participants and potential SNAP eligible participants who have incomes at or below 185% of the federal poverty level (FPL). City of Riverside will be required to designate the sites where services will be provided to ensure the target population is being reached. The methods used to qualify the proposed sites include:
 - a. Sites located in a census tract where at least 50% of the target audience is at or below 185% of the FPL. Sites may be qualified based on all races in the census tract or by racial/ethnic specific data.
 - b. Sites considered as means tested programs that are eligible for SNAP-Ed services.
 - c. School sites with at least 50% of the students receiving free or reduced price meals.
2. Ensure that Federal Share is not used to supplant existing SNAP-Ed funds or activities.
3. Follow all relevant laws and regulations regarding documentation, reporting, use, etc. of these federal funds in accordance with OMB circulars A-122 and A-133 (for non-profits) or OMB circulars A-87 and A-133 (for State, Local, and Indian Tribal Governments) or OMB circulars A-21 (for Educational Institutions). <http://www.whitehouse.gov/omb/circulars/>
4. Furnish project management, contract administration and fiscal control services, including but not limited to:
 - a) Adherence to the approved Scope of Work and Budget Justification (attached).
 - b) Return of this agreement, with the required signatures, within 30 days of its receipt.
 - c) Preparation and submission of approved weekly time tracking forms for each employee charging personnel costs to the program.

- d) Preparation and submission of monthly Federal Share invoices to County of Riverside, Department of Public Health according to the following :
 - a. Monthly Invoices Due Dates:

City of Riverside shall submit monthly invoices by the 25th of the following month to pay prior monthly expenditures.
- e) Preparation and submission of Activity Logs and Progress Reports as follows:
 - a. See attached Scope of Work Exhibit A (1-12)
- f) Participation in trainings and meetings as requested by County of Riverside, Department of Public Health.
- g) Retention of all records supporting the contract for three (3) years after the end of the contract term. This requirement applies to fiscal records, reports and client information. Additionally, City of Riverside agrees to make all records relating to the contract available upon request by County of Riverside, Department of Public Health, the *Network*, CDSS and/or USDA. Any costs that cannot be substantiated by source documentation may be disallowed.
- h) Return any funds necessary to repay USDA for any federal audit exceptions in which City of Riverside has not complied with the requirements of this agreement and applicable state and federal regulations.
- i) Submission of a copy of audited financial statements to County of Riverside, Department of Public Health nine months after the year end. City of Riverside agrees to provide access to auditors to determine compliance with federal regulations.

V. County of Riverside, Department of Public Health and City of Riverside Agree to the Following Provisions:

1. Documentation Approval and Acknowledgements

Documents prepared by organizations using CDPH funding for external release, in print or other media, or via the Internet, must undergo appropriate review and approval prior to release. Documents prepared by CDPH contractors and subcontractors and intended for publication and distribution by an entity outside of CDPH must receive the necessary departmental approvals prior to publishing or distribution. Concurrent submission to the internal and external review processes is not permitted. Reviews may take up

to thirty (30) working days. CDPH has identified the following category of documents intended for external release applicable to nutrition education:

Health Education/Communication

- One time, periodic, or occasional
- Provides factual information to the public or target audience to prevent disease or improve health status
- Conveys a specific public health message to a select target audience about a specific public health problem or program

Examples:

- Brochure
- Fact sheet
- Media campaigns and advertisements
- Newsletter
- Fotonovela
- Press release or other press materials
- Public Service Announcement
- Social Networking – Facebook, Twitter, etc.

Materials reprinted, must include an appropriate acknowledgement/funding statement. See the *Network Branding Guidelines Manual* at <http://networkforahealthycalifornia.net/Library/docs/BrandingGuidelinesManual.pdf> for information on approved acknowledgement/funding statements and which types of materials should carry which version of the statement. For materials not listed, contact County of Riverside, Department of Public Health for guidance on which statement is appropriate.

Whenever possible, the *Network* logo should be displayed prominently on all materials printed with *Network* funds. This includes flyers, Web pages, PowerPoint presentations, printed publications, or any other documents. *Network* logos are available in English, Spanish, black and white, color, and in different electronic file formats online in the *Resource Library* (www.networkforahealthycalifornia.net/Library).

2. Special Terms and Conditions

County of Riverside, Department of Public Health and City of Riverside shall follow all relevant and applicable regulations as specified in the CDPH “Special Terms and Conditions”, also known as Exhibit D (F). These may include, but are not limited to:

- Travel and Per Diem Reimbursement – unless otherwise specified, Party A and Party B will be reimbursed for travel and

per diem expenses at rates established by the California Department of Personnel Administration.

- Subcontract Requirements – as it relates to securing bids for subcontractor services and subcontractor selection approval.
- Lobbying Restrictions – for contracts and subcontracts that equal or exceed \$100,000 in Federal Share.
- Intellectual Property Rights – except where CDPH has agreed in a signed writing to accept a license, CDPH shall be and remain without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property which result directly or indirectly from this Agreement.

VI. Funding

1. Federal Share SNAP-Ed funding shall not be used to supplant existing nutrition education funds or activities during the term of the contract.
2. City of Riverside shall provide Federal Share budget documentation as requested by USDA, CDSS, CDPH or County of Riverside, Department of Public Health.
3. Program activities shall not supplant existing nutrition education programs, and where operating in conjunction with existing programs, enhance and supplement them.
4. Funding for each federal fiscal year is subject to approval by USDA. If full funding does not become available, CDPH will amend, reduce or cancel the resulting agreement. Continuation of services beyond the first fiscal year is subject to County of Riverside, Department of Public Health and City of Riverside's continued successful performance.

VII. Modification and Termination

1. This agreement may be cancelled or terminated without cause by either party by giving (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment invoicing instructions/requirements.
2. Any and all amendments must be made in writing and must be agreed to and executed by the parties before becoming effective.
3. It is mutually agreed that if the Federal Budget of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force

and effect. In this event, the State and County of Riverside, Department of Public Health shall have no liability to pay any funds whatsoever to City of Riverside and City of Riverside shall not be obligated to perform any provisions of this Agreement for which they are not reimbursed.

4. If funding for any fiscal year is reduced or deleted by the Federal Budget for purposes of this program, the State and County of Riverside, Department of Public Health shall have the option to either cancel this Agreement with no liability occurring to the State or County of Riverside, Department of Public Health, or offer an agreement amendment to City of Riverside to reflect the reduced agreement.

VIII. Effective Date and Signature

This agreement shall be effective upon the signature of County of Riverside, Department of Public Health and City of Riverside authorized officials. It shall be in force from October 1, 2013 to September 30, 2016. County of Riverside, Department of Public Health and City of Riverside indicate agreement with their signatures.

Signatures and dates

John J. Benoit, Chairman
Board of Supervisors

Josephine Erickson-Assistant to
the Mayor

Date

Date

FOR AN APPROVED COUNTY COUNSEL

BY: Neal R. Kipnis
NEAL R. KIPNIS

12/4/13
DATE

ATTEST:

Kecia Harper-Ihem, Clerk of the Board

Date

Agreement

Contract Number: 14-045

This is a Subcontracting Agreement of the California Supplemental Nutrition Assistance Program Education (SNAP-Ed) Plan of the California Department of Public Health, the California Department of Social Services and the United States Department of Agriculture

Between

County of Riverside, Department of Public Health

and

City of Perris

I. Purpose and Scope

The purpose of this agreement is to clearly identify the roles and responsibilities of each party as they relate to providing nutrition education to Californians participating or eligible to participate in the CalFresh, previously known as the Food Stamp Program in California.¹ California's Supplemental Nutrition Assistance Program Education (SNAP-Ed) is funded federally by the United States Department of Agriculture (USDA) and administered at the state level by the California Department of Social Services (CDSS) and the California Department of Public Health's (CDPH's) *Network for a Healthy California (Network)*.

The SNAP-Ed program is intended to provide nutrition education to low-income households. To support this goal, County of Riverside, Department of Public Health and City of Perris will conduct nutrition education interventions to eligible families as described in their respective Scopes of Work. Allowable services are outlined in the USDA SNAP-Ed Plan Guidance located at the following link:

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Both County of Riverside, Department of Public Health and City of Perris should ensure that program activities are conducted in compliance with all applicable Federal laws, rules, and regulations including Civil Rights and Office of Management and Budget (OMB) circulars governing cost issues.

II. Agreement Term

The term of this Agreement is the period within which the project responsibilities of this agreement shall be performed. The term commences October 1, 2013 and terminates September 30, 2016 in the amount of nine hundred, thirty-four thousand-two hundred twenty nine dollars (\$934,229) for this period of performance.

III. County of Riverside, Department of Public Health Responsibilities

County of Riverside, Department of Public Health shall undertake the following activities during the duration of the agreement term:

1. Ensure adherence of City of Perris to applicable federal and state laws and regulations and program guidelines.
2. Review and approve all documentation evidencing City of Perris's performance of services as set forth in the Scope of Work and monitor City of Perris's compliance with the agreement.
3. Provide training and technical assistance to City of Perris on promising practices and fiscal and programmatic rules and regulations.
4. Promptly reimburse allowable expenses according to the terms and conditions set forth in this agreement according to the following:
 - a. The County standard payment default terms are 30 days after the submission of the monthly Federal Share invoices to County of Riverside, Department of Public Health.
5. Ensure that City of Perris's Scope of Work activities do not supplant existing SNAP-Ed efforts or funding.
6. Review City of Perris's audit report and, within six months of receipt, issue a management decision on any audit findings. County of Riverside, Department of Public Health will also ensure that City of Perris takes appropriate and timely corrective action to remain in compliance with federal regulations.

IV. City of Perris Responsibilities

City of Perris shall undertake the following activities during the duration of the agreement term:

1. Provide nutrition education services as outlined in the approved Scope of Work and Budget Justification (attached). Services shall be provided to SNAP eligible participants and potential SNAP eligible participants who have incomes at or below 185% of the federal poverty level (FPL). City of Perris will be required to designate the sites where services will be provided to ensure the target population is being reached. The methods used to qualify the proposed sites include:
 - a. Sites located in a census tract where at least 50% of the target audience is at or below 185% of the FPL. Sites may be qualified based on all races in the census tract or by racial/ethnic specific data.
 - b. Sites considered as means tested programs that are eligible for SNAP-Ed services.
 - c. School sites with at least 50% of the students receiving free or reduced price meals.

2. Ensure that Federal Share is not used to supplant existing SNAP-Ed funds or activities.

3. Follow all relevant laws and regulations regarding documentation, reporting, use, etc. of these federal funds in accordance with OMB circulars A-122 and A-133 (for non-profits) or OMB circulars A-87 and A-133 (for State, Local, and Indian Tribal Governments) or OMB circulars A-21 (for Educational Institutions). <http://www.whitehouse.gov/omb/circulars/>

4. Furnish project management, contract administration and fiscal control services, including but not limited to:
 - a) Adherence to the approved Scope of Work and Budget Justification (attached).
 - b) Return of this agreement, with the required signatures, within 30 days of its receipt.
 - c) Preparation and submission of approved weekly time tracking forms for each employee charging personnel costs to the program.

d) Preparation and submission of monthly Federal Share invoices to County of Riverside, Department of Public Health according to the following :

a. Monthly Invoices Due Dates:

City of Perris shall submit monthly invoices by the 25th of the following month to pay prior monthly expenditures.

e) Preparation and submission of Activity Logs and Progress Reports as follows:

a. See attached Scope of Work Exhibit A (1-12)

f) Participation in trainings and meetings as requested by County of Riverside, Department of Public Health.

g) Retention of all records supporting the contract for three (3) years after the end of the contract term. This requirement applies to fiscal records, reports and client information. Additionally, City of Perris agrees to make all records relating to the contract available upon request by County of Riverside, Department of Public Health, the *Network*, CDSS and/or USDA. Any costs that cannot be substantiated by source documentation may be disallowed.

h) Return any funds necessary to repay USDA for any federal audit exceptions in which City of Perris has not complied with the requirements of this agreement and applicable state and federal regulations.

i) Submission of a copy of audited financial statements to County of Riverside, Department of Public Health nine months after the year end. City of Perris agrees to provide access to auditors to determine compliance with federal regulations.

V. County of Riverside, Department of Public Health and City of Perris Agree to the Following Provisions:

1. Documentation Approval and Acknowledgements

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to thirty (30) working days. CDPH has identified the following category of documents intended for external release applicable to nutrition education:

Health Education/Communication

- One time, periodic, or occasional
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Examples:

- Brochure
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- Media campaigns and advertisements
- Newsletter
- Fotonovela
- Press release or other press materials
- Public Service Announcement
- Social Networking – Facebook, Twitter, etc.

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- Subcontract Requirements – as it relates to securing bids for subcontractor services and subcontractor selection approval.
- Lobbying Restrictions – for contracts and subcontracts that equal or exceed \$100,000 in Federal Share.
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2. Any and all amendments must be made in writing and must be agreed to and executed by the parties before becoming effective.
3. It is mutually agreed that if the Federal Budget of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State and County of Riverside, Department of Public Health shall have no liability to pay any funds whatsoever to City

of Perris and City of Perris shall not be obligated to perform any provisions of this Agreement for which they are not reimbursed.

4. If funding for any fiscal year is reduced or deleted by the Federal Budget for purposes of this program, the State and County of Riverside, Department of Public Health shall have the option to either cancel this Agreement with no liability occurring to the State or County of Riverside, Department of Public Health, or offer an agreement amendment to City of Perris to reflect the reduced agreement.

VIII. Effective Date and Signature

This agreement shall be effective upon the signature of County of Riverside, Department of Public Health and City of Perris authorized officials. It shall be in force from October 1, 2013 to September 30, 2016. County of Riverside, Department of Public Health and City of Perris indicate agreement with their signatures.

Signatures and dates

John J. Benoit, Chairman
Board of Supervisors

Ron Carr, Assistant City Manager

Date

Date

FORM APPROVED COUNTY COUNSEL
BY: Neal R. Kipnis 12/4/13
NEAL R. KIPNIS DATE

ATTEST:

Kecia Harper-Ihem, Clerk of the Board

Date