

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

511



**FROM:** Department of Public Health

**SUBMITTAL DATE:**  
April 25, 2014

**SUBJECT:** Ratify the Agreement #1019832 between the Public Health Institute and the Department of Public Health; and ratify Second Amendment to the Agreement #13-049 with Regional Access Project District 4. [\$155,000 funded by The Public Health Institute].

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Ratify the Public Health Institute (PHI) Agreement No. 1019832 with the Department of Public Health (DOPH) in the amount of \$155,000 for the period of November 15, 2013 to November 14, 2014;
2. Ratify the Second Amendment to the Agreement #13-049 with Regional Access Project Foundation (RAP) for the period of November 1, 2013 through October 31, 2014 in the amount of sixty thousand dollars (\$60,000);
3. Authorize the chairman to sign three (3) originals of the Agreement with PHI and three (3) originals of the agreement with RAP; and
4. Authorize the Purchasing Agent to sign any subsequent amendments not to exceed authorized amount, including extension amendments until June 30, 2017.

*Susan D. Harrington*

Susan D. Harrington, Director  
Department of Public Health

GH:nw

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 77,500	\$ 77,500	\$ 155,000	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

<b>SOURCE OF FUNDS:</b> 100% Funded by the Public Health Institute	<b>Budget Adjustment:</b> No
	<b>For Fiscal Year:</b> 13/14

**C.E.O. RECOMMENDATION:**

APPROVE

BY: *Jennifer L. Sargent*  
Jennifer L. Sargent

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

FORM APPROVED COUNTY COUNSEL  
BY: NEAL R. KIPNIS  
Departmental Concurrence  
DATE

Purchasing: Mark Seiler, Assistant Director

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

Prev. Agn. Ref.: 2-26-13, 3-45

District: 4

Agenda Number:

3-29

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

**FORM 11:** Ratify the Agreement #1019832 between the Public Health Institute and the Department of Public Health and ratify Second Amendment to the Agreement #13-049 with Regional Access Project. District 4. [\$155,000 funded by The Public Health Institute].

**DATE:**

**PAGE:** 2 of 2

**BACKGROUND:**

**Summary**

About half of Californians, including our youngest children, drink a serving of sugar-sweetened beverages such as soda, sports drinks, teas, sweetened milks and juices daily. Links between increased consumption of sugary beverages and obesity/diabetes and other health concerns has prompted change across the country.

The PHI in partnership with The California Endowment is offering the DOPH a second year of continued funding for the "Rethink Your Drink" campaign for the city of Coachella. The Eastern Coachella Valley Building Healthy Communities Collaborative (ECVBHC) was selected for this initiative due to its high obesity rate among children (48.7%) and adults (56.6%).

The DOPH is requesting a single source agreement with Regional Access Project (RAP) Foundation to assist with the "Rethink Your Drink" campaign in the distribution of grant funds to current members of ECVBHC collaborative. RAP is a key partner serving the City of Coachella and is able to provide the services indicated in the Public Health Institute Scope of Work.

The DOPH will be partnering with ECVBHC, City of Coachella and other local community based organizations to implement the "Rethink Your Drink" campaign.

The DOPH did not receive the grant agreement from PHI until late February 2014. This Form 11 and attachments were subsequently submitted to County Counsel and through the County approval process.

**Impact on Citizens and Businesses**

Within the City of Coachella, community based organizations providing services to families will collaborate to persuade administrative powers to pass organizational policies limiting availability of sugar sweetened beverages and promoting consumption of water, healthy vending, concessions and food access in places such as schools/after-school settings, community centers, entertainment venues, places of worship, employment and commerce centers, etc... The "Rethink Your Drink" campaign will encourage water consumption and discourage consumption of sugary beverages which scientific evidence has linked to weight gain and obesity.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

PHI awarded the DOPH funding in the amount of \$155,000. The funding will cross fiscal years with FY13/14 receiving \$77,500 and FY14/15 receiving \$77,500. PHI awarded the DOPH funding in the amount of \$155,000. The funding will cross fiscal years with FY 13/14 receiving \$77,500 and FY 14/15 receiving \$77,500. In FY 13/14, \$40,000 is being used to fund the Regional Access Project agreement, with the balance funded through the 14/15 allocation.

**Contract History and Price Reasonableness**

PHI is funding DOPH for a second year for the "Rethink Your Drink" campaign in the City of Coachella. DOPH will continue to use RAP as a key partner in distribution of funds to ECVBHC community partners for this initiative.

Date: March 25, 2014

From: Susan D. Harrington, Director Department/Agency: Department of Public Health

To: Board of Supervisors/Purchasing Agent

Via: Purchasing Agent

Subject: Sole Source Procurement; Request for Regional Access Project Foundation

The below information is provided in support of my Department requesting approval for a sole source. Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.

1. **Supply/Service being requested:** An Agreement with the Regional Access Project (RAP) Foundation to assist with the “Rethink Your Drink Campaign” in the distribution of grant funds to current members of the Eastern Coachella Valley Building Healthy Communities (ECVBHC) collaborative that are key partners serving the City of Coachella and able to provide the services indicated in the Public Health Institute (PHI) Scope of Work.
2. **Supplier being requested:** Regional Access Project Foundation
3. **Alternative suppliers that can or might be able to provide supply/service:** Funding requires all participants of the “Rethink Your Drink” campaign to be members of the ECVBHC collaborative. The RAP Foundation is a non-profit agency used to provide funding, oversight, technical assistance and guidance to nonprofit community based organizations and other tax exempt agencies which serve the populations of eastern Riverside County. RAP is a member of ECVBHC and has been identified by PHI as a key partner in the “Rethink Your Drink” campaign.
4. **Extent of market search conducted:** Market research was conducted using the internet and ECVBHC; and it was found that RAP Foundation is a member of ECVBHC, provides similar services needed for the “Rethink Your Drink” campaign and currently works with other key partners serving the target population. This vendor has the infrastructure and community connections necessary to successfully fulfill the scope of work requirements for this campaign within the restricted timeline for this campaign.
5. **Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:** The funding is intended to support the collaboration between the Department of Public Health (DOPH) Nutrition Services and ECVBHC, while promoting water consumption. The unique service this vendor provides is it is a member of the ECVBHC, is currently working in Coachella providing funding, oversight and technical assistance to community based organizations and is uniquely qualified to immediately begin implementation of the scope of work for this campaign. This vendor has the infrastructure and partnerships in Coachella serving the target population. The RAP Foundation has been identified by PHI as a key partner for successful implementation of this program and was the single source during year one of the “Rethink Your Drink” campaign.
6. **Reasons why my department requires these unique features and what benefit will accrue to the county:** The funding is intended to support the collaboration between DOPH and ECVBHC, while promoting water consumption.

7. **Price Reasonableness including purchase price and any ongoing maintenance or ancillary costs from the supplier:** PHI is funding the total award of \$60,000 to RAP Foundation. Of this total, RAP will distribute \$54,000 to key partners serving the City of Coachella with the ability to meet the needs of the Scope of Work for the "Rethink Your Drink" campaign. RAP will retain \$6,000 as an administrative fee for implementing the sub-award agreements. Pricing is based on similar agreements with similar level of services and scope of work.
8. **Does moving forward on this product or service further obligate the county to future similar contractual arrangements or any ongoing costs affiliated with this sole source? (Maintenance, support, or upgrades, if so, please explain).** No, the County is not under any obligation to any future contractual arrangements with this service.
9. **Period of Performance:** November 1, 2013 through October 31, 2014

*(Provide a defined period of performance. Please note multi-year terms require Board approval, unless renewable in one year increments and the Purchasing Agent approves the terms.)*

Susan D. Hangton  
**Department Head Signature**

4/24/14  
**Date**

Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove

Not to exceed: \$ 155,000

One time

Annual Amount through 6-30-2017

[Signature]

5-1-14

14-500

**Purchasing Agent**

**Date**

**Approval Number**  
 (Reference on Purchasing Documents)

**SUBGRANT AGREEMENT  
BETWEEN  
PUBLIC HEALTH INSTITUTE  
AND  
COUNTY OF RIVERSIDE**

This fixed price subgrant agreement is entered into on the subscribed date by the Public Health Institute, 555 12<sup>th</sup> Street, 10<sup>th</sup> Floor, Oakland, CA 94607, TEL: 510-285-5500, FAX: 510-285-5501, hereinafter referred to as PHI, and the following: County of Riverside on behalf of County of Riverside Department of Public Health, 4065 County Circle Drive, Riverside, CA 92503, Contact: Susan Harrington, TEL: 951-358-7036, E-MAIL: [sharring@rivcocha.org](mailto:sharring@rivcocha.org), hereinafter referred to as SUBGRANTEE.

1. **RECITALS:** PHI is the recipient of funds from The California Endowment for support and coordination for a Statewide Health Community Transformation Learning Community to facilitate capacity building, strategic interventions, and policy advocacy to prevent chronic diseases through collaboration among Community Transformation Grant awardees and other entities statewide. This is a fixed price subgrant agreement under that award.
2. **TERM OF AGREEMENT:** The term of this agreement shall be from November 15, 2013 to November 14, 2014.
3. **SCOPE OF WORK:** SUBGRANTEE shall implement the activities and submit deliverables as described in Exhibit A (Scope of Work) which is attached and incorporated herein.
4. **PAYMENT FOR SUBGRANTEE SERVICES:** The maximum amount payable under this subgrant shall not exceed \$155,000. PHI will pay SUBGRANTEE \$155,000 upon receipt of invoice(s) from SUBGRANTEE and in accordance with the Payment Schedule shown in Exhibit B (Payment Schedule).
5. **TERMINATION:** This subgrant may be terminated as follows: (i) Either party may terminate without cause upon 30 days written notice to the other party; (ii) PHI may terminate, effective on the date SUBGRANTEE receives written notice, if the prime grant or contract terminates in whole or in relevant part or if SUBGRANTEE materially fails to comply with the terms and conditions of this subgrant. When it either sends or receives notice of termination, SUBGRANTEE shall cancel as many outstanding obligations as possible, and on the date of termination work shall stop and SUBGRANTEE shall not incur any new obligations. In the event of termination without cause, upon receipt of all completed or partially-completed deliverables, PHI shall pay SUBGRANTEE for services rendered through the termination date. SUBGRANTEE shall incorporate the requirements of this clause in all lower tier subgrants.
6. **SUBGRANTING APPROVAL:** SUBGRANTEE shall not enter into any lower-tier subgrants without the prior written approval of PHI.

7. **COPYRIGHT:** Any copyrightable works made by SUBGRANTEE under this agreement shall be the sole and exclusive property of SUBGRANTEE provided that PHI and the funding agency, if any, shall have a royalty-free non-exclusive world-wide license to use, reproduce, and distribute these works for educational and research purposes, and the right to license others to do the same. SUBGRANTEE shall incorporate the requirements of this clause in all lower tier subgrants.
8. **CONFIDENTIALITY:** SUBGRANTEE agrees to hold in strict confidence and not disclose or permit others to disclose to any third party, except as authorized in writing by PHI, confidential or proprietary information or materials disclosed to SUBGRANTEE by PHI in the course of providing services under this subgrant. All PHI confidential information will be clearly marked "Confidential" and will be sent to SUBGRANTEE'S Principal Investigator. SUBGRANTEE shall incorporate the requirements of this clause in all lower tier subgrants.
9. **AUDIT FILING COMPLIANCE:** SUBGRANTEE will comply with the federal audit requirements of OMB Circular A-133, if applicable, including providing a copy of its reporting package to PHI if required by the circular. SUBGRANTEE will take appropriate and timely action to follow up and correct all audit findings. For those organizations with A-133 accessible in the clearing house, include the following: Further information from A-133 audits is accessible through the Federal Audit Clearinghouse website at <http://harvester.census.gov/sac> searching by organization name "\*\*\*\*\*".
10. **SUBRECIPIENT MONITORING:** SUBGRANTEE shall cooperate with PHI in its efforts to comply with OMB Circular A-133 subsection 400(d)(3), which requires that PHI monitors the activities of SUBGRANTEE as necessary to ensure that Federal awards are used for unauthorized purposes in compliance with laws, regulations, and the provisions of contracts or grant agreement and that performance goals are achieved.
11. **DEBARMENT CERTIFICATION:** SUBGRANTEE shall comply with 45 CFR Part 76, Appendix B-Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions, which is incorporated herein by reference. SUBGRANTEE certifies by signing this agreement that neither it nor its principals (including research personnel) participating directly or indirectly in the performance (including research personnel) participating directly or indirectly in the performance of this subgrant are presently debarred, suspending, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. SUBGRANTEE certifies that it is not listed as debarred or suspended in [www.sam.gov](http://www.sam.gov). SUBGRANTEE shall incorporate the requirements of this section in all nonexempt lower tier agreements. SUBGRANTEE will query [www.sam.gov](http://www.sam.gov) for all nonexempt lower-tier covered transactions.
12. **PATIENTS AND INVENTIONS:** 37 CFR part 401 "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Grants, Contracts and Cooperative Agreements" and any applicable implementing regulations are made a

part hereof by reference and SUBGRANTEE shall comply with the applicable provisions thereof. SUBGRANTEE shall notify PHI of any invention, improvement or discovery subject to the foregoing regulations.

13. **ACKNOWLEDGEMENT:** SUBGRANTEE will acknowledge this funding as follows: "Funding is provided by the Public Health Institute, through The California Endowment".
14. **AUDIT AND INSPECTION:** SUBGRANTEE shall preserve and retain all of its financial records and supporting documentation and all other records, documents, papers and other materials pertinent to this subgrant for three years from the date of final payment, except that records relating to any audit, appeal, claim or litigation arising out of this subgrant shall be retained until such matters are finally resolved or the retention period ends, whichever is later. SUBGRANTEE shall make the foregoing financial and other records and materials available to PHI and the funding agency, if any, with advance written notice, at any reasonable time for audit, examination, excerpt and transcription. SUBGRANTEE shall incorporate the requirements of this clause in all lower tier subgrants.
15. **INDEMNIFICATION:** SUBGRANTEE shall defend, indemnify, and hold PHI, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of SUBGRANTEE, its officers, employees, or agents. PHI shall defend, indemnify, and hold SUBGRANTEE, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of PHI, its officers, employees, or agents.
16. **REPRESENTATIONS:** SUBGRANTEE represents that services will be performed in a good and workmanlike manner, free from defects, and by personnel with the requisite skill, qualifications, and licenses.
17. **DISPUTES AND ARBITRATION:** Any controversy or claim arising out of or relating to this subgrant, or the breach thereof, shall be settled by arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association and judgment upon the arbitrator's award may be entered in any court having jurisdiction.
18. **INDEPENDENT CONTRACTOR:** SUBGRANTEE is an independent contractor and for no purpose shall any of its officers, directors, members, employees, volunteers, SUBGRANTEE, or agents be considered an employee of PHI or the funding agency, if any.



19. **APPLICABILITY TO LOWER-TIER SUBGRANTEES AND SUPPLIERS:** SUBGRANTEE shall require its SUBGRANTEES, suppliers, employees, consultants and agents to comply with the applicable provisions of this subgrant.
20. **EXCUSABLE DELAY:** If SUBGRANTEE is delayed in the performance its obligations by reason of labor troubles, power failure, acts of government, acts of God or the public enemy, or any other reasons or causes beyond its reasonable control, performance shall be excused for the period of delay and, if agreed to in writing by the parties, the subgrant shall be extended for a period equivalent to the delay.
21. **INTERFERING CONDITIONS:** SUBGRANTEE agrees to promptly notify PHI of any condition that might interfere with this subgrant. Notification shall not relieve SUBGRANTEE of any responsibilities hereunder.
22. **LOBBYING CERTIFICATION: INTERFERING CONDITIONS:** If this subgrant exceeds \$100,000, SUBGRANTEE certifies that to the best of its knowledge and belief no federal appropriated funds have been or will be paid by it or on its behalf to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, award, extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement, provided that if any funds other than federal appropriated funds (including profit or fee received under a covered federal transaction) have been or will be paid to any person for the above-noted purposes in connection with this subgrant, SUBGRANTEE shall complete and submit to PHI OMB Standard Form LLL "Disclosure of Lobbying Activities." SUBGRANTEE shall incorporate the requirements of this clause in all nonexempt lower tier subgrants and require SUBGRANTEES to certify and disclose to it, and forward their disclosures to PHI.
23. **COMPLIANCE WITH LAW:** SUBGRANTEE agrees to comply with all relevant state and federal statutes and regulations.
24. **ASSIGNMENT:** This subgrant is not assignable by SUBGRANTEE without the prior written consent of PHI.
25. **SEVERABILITY:** If any provision of this subgrant is held in conflict with law, the validity of the remaining provisions shall not be affected.
26. **SURVIVAL OF OBLIGATIONS:** Expiration or termination of this subgrant shall not extinguish any previously-accrued rights or obligations of the parties.
27. **GOVERNING LAW:** The validity, construction, and effect of this subgrant shall be governed by the laws of the United States of America and the State of California.
28. **CAPTIONS:** Captions are for convenience and reference only and are not intended to affect the interpretation of this subgrant.



29. **NOTICES:** Notices and other communications hereunder are deemed given three business days after the date of mailing by certified mail to the address set forth at the beginning of this agreement.

30. **ENTIRE AGREEMENT:** This is the entire agreement between the parties. It supersedes all prior oral or written agreements or understandings and it may be amended only in writing.

**FOR PUBLIC HEALTH INSTITUTE:**

**SUBGRANTEE:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Teresa Leung  
Grants and Contracts Director

\_\_\_\_\_  
Name, Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTEST: Kecia Harper-Ihem, Clerk

By \_\_\_\_\_

FORM APPROVED COUNTY COUNSEL  
BY: Neal R. Ripnis DATE 3/11/14

Reviewed & Cleared By:  
Audrey Soper Sprain  
Senior Contracts Analyst  
02/14/2014

**EXHIBIT A-SCOPE OF WORK**  
**Community Transformation Implementation Plan**  
**The California Endowment - Public Health Institute**

**Site Name** County of Riverside Department of Public Health

**Project Period Objective**

By November 14, 2014, at least 3 community based organizations providing services to families within the City of Coachella collaborate to persuade administrative powers to pass organizational policies limiting availability of sugar sweetened beverages and promoting healthy vending, concessions and food access in places such as schools/after-school settings, community centers, entertainment venues, places of worship, employment and commerce centers, etc.

By September 30, 2014, conduct at least 3 Train-the-Trainer sessions on implementing the *Re-Think Your Drink* Campaign and promoting water consumption, reaching at least 150 individuals at schools, afterschool programs, youth sports leagues, faith-based and parks and recreation facilities.

By September 30, 2014, increase the number of schools and after school sites from 2 to 4 that are implementing the adopted wellness policies and participating in the *Re-Think Your Drink* Campaign which includes distribution of reusable water bottles and media campaign promoting water.

**PAYMENT SCHEDULE:**

1. **Initial Payment of \$77,500** (one half of award amount) is contingent upon receipt of this original signed agreement.
2. **Second Payment of \$77,500** (remaining balance) is contingent upon receipt of progress report due July 15, 2014.

**FINAL PROGRESS REPORT: due November 14, 2014.**

**Timeframe**

**Start Date: November 15, 2013**

**End Date: November 14, 2014**

<p><b>Strategy Rationale</b></p>	<p>Scientific evidence linking consumption of sugary beverages with weight gain is stronger than for any other food category. The prevalence of overweight and obesity is higher among adolescents and adults who drink sugary beverages than those who do not. Limiting access to sugary beverages has been shown as a promising strategy to reduce sugary beverage consumption. Another complementary strategy is to ensure access to water and promote water consumption.</p> <p>In Riverside County, the prevalence of childhood obesity is 38.2% compared with 38% in the state of California, while the percentage in the city of Coachella is 48.7%. The prevalence of adult overweight/obesity in Coachella* is 56.6% and 64.1% in Riverside County, compared with 56.3% in the State of California.</p> <p><b>Source:</b> Child: California Center for Public Health Advocac, FitnessGram, 2010 (5<sup>th</sup>, 7<sup>th</sup>, and 9<sup>th</sup> Grades). Adult: CHIS 2009 for County and State, and HARC 2010 for the *Coachella Valley (not city).</p>
<p><b>Related Program Goal/Strategic Direction</b></p>	<p>Active Living and Healthy Eating</p>
<p><b>Objective Description</b></p>	<p>County of Riverside, Department of Public Health (RCDOPH) initiated the <i>Re-Think Your Drink</i> Campaign in 2008 to raise awareness of the issue of excessive sugar sweetened beverage consumption and its role in the obesity epidemic. The campaign is designed to inspire individual action, as well as organizational and policy changes to promote healthy environments. Working with partners, schools and afterschool programs, RCDOPH will develop a campaign which includes nutrition education, an art contest, distribution of reusable water bottles and improving access to water throughout the City of Coachella. This project will expand this campaign to include a minimum of two sites in Coachella and within the geographic boundaries of the Eastern Coachella Valley Building Healthy Communities (ECVBHC) Collaborative. We will also conduct <i>Re-Think Your Drink</i> Campaign train-the-trainer workshops, building community capacity to share the educational component and assist in the implementation of the campaign. Funds will be used to reinstate the successful media component; including radio time, social media and other channels. Media will build on pieces developed in other counties with CPPW and CTG funds.</p> <p>RCDOPH has also partnered with the Desert Sierra Health Network Collaborative (DSHN), First 5 Riverside and WIC in leading the <i>Re-Think Your Drink</i> Campaign which has emphasized passing policies limiting access to sugar sweetened beverages. This project will build on those efforts and make available staff that will assist with policy development, adoption, and implementation. This will be offered to all ECVBHC grantees, youth programs and partners.</p> <p>RCDOPH partners with numerous community based organizations. Staff will provide technical assistance and model policies for nutrition regarding healthy meetings, food purchases, vending, and physical activity policy.</p>

<b>Setting/Sector</b>	<p>The project will be centered in the City of Coachella; complementing the work of ECVBHC working with the community based organizations participating in the collaborative, and schools within the geographical boundaries.</p>
<b>Population Focus</b>	<p>Efforts will be focused in the City of Coachella, where 41.1% of households earned an income of less than \$30,000 in 2010, compared to 25.6% in Riverside County as a whole. At the same time, Coachella residents have less access to healthy foods, and increasingly inconvenient public transportation system.</p>
<b>Key Partners</b>	<p>Source: U.S. Bureau of the Census, 2010 Census of Population and Housing.          Regional Access Project Foundation, Coachella Unified School District and Health Academy, Inland Congregations United For Change (ICUC), California Rural Legal Assistance (CRLA), Coachella Valley Boys &amp; Girls Club, FIND Food Bank, City of Coachella Parks and Recreation, Sports Leagues, Reach Out, Our Lady of Soledad, Building Healthy Communities Eastern Coachella Valley (BHC ECV), BHC ECV Health Happens Action Teams, Coachella Valley Regional Water Management (CVRWM), Hidden Harvest, Coachella Chamber of Commerce, and/or other partners.</p>

Milestones/Activities (limit 10)	Timeline (Initiation-Completion by Quarter)	Identify the Activity(ies)	Short Term Outcome
<p>1. Coordinate with grantees, ECVBHC Health Happens Action Teams and other key partners to determine if there are any existing beverage standards in place in their organizations and identify opportunities and barriers for addressing organizational beverage practices. Assess for workgroup member/grantee interest to pass or augment policies. This will serve as a baseline with follow-ups to measure impact.</p>	<p>October 1, 2013-September 30, 2014</p>	<p>Continue "Wellness Workshop" with all grantees and additional key partners. Discuss healthy food and beverage policy options and recruit agencies/organizations for participation RAP                      RCDOPH                      All Funded Partner Organizations                      New additional partners funded &amp; non-funded</p>	<p>Assessment of organizational readiness and policy change.                      Identification of a minimum of 3 organizations to work with RCDOPH team.                      "Wellness Workshop" with all partners.</p>
<p>2. Connect interested agencies with RCDOPH to develop policy and assist in adoption and implementation. Advocate for adoption and evaluate success.</p>	<p>October 1, 2013-September 30, 2014</p>	<p>RCDOPH team will continue to provide technical assistance and support in both one-on-one meetings and through workshops.                      Policies developed or reviewed and adopted to support Healthy Cities, City of Coachella Valley General Plan Health Element and Riverside County Health Initiative (RCHI)                      RCDOPH                      All Funded Partner Organizations                      Other Interested Key Partners</p>	<p>RCDOPH team and technical assistance provided.                      RCDOPH team will work with City of Coachella and ECVBHC.</p>
<p>3. Coordinate with partners to form <i>Re-Think Your Drink</i> Campaign Team to develop implementation plan including assessment of organizational readiness for change, identifying champions within partner organizations, orientations and trainings, target locations, communications, evaluation, etc.</p>	<p>October 1, 2013-September 30, 2014</p>	<p>Enhance &amp; continue to convene <i>Re-Think Your Drink</i> Campaign Team meeting with representatives of all partner organizations.                      RCDOPH                      All Funded Partner Organizations                      Other interested Key Partners                      Interested Residents</p>	<p>Key participants identified.                      Materials developed.                      Implementation plans developed for City of Coachella as a whole and for each partner organization. Continue                      Assessment of organizational policies &amp; community environment e.g. FOOD BEAMS.</p>

<p>4. Conduct Re-Think Your Drink Campaign Train-the-Trainer Workshops.</p>	<p>October 1, 2013- September 30, 2014</p>	<p>Provide 3+ Rethink Your Drink Workshops to train additional 150 individuals. RCDOPH All Funded Partner Organizations Other interested Key Partners Interested Residents</p>	<p>Train-the-trainer workshops completed and evaluated.</p>
<p>5. Collaborate with CVUSD, afterschool programs and local youth to assess sites for working clean water stations. Survey both youth and adults to identify current practices and attitudes and identify current policies to encourage healthy beverage consumption policy change.</p>	<p>October 1, 2013- September 30, 2014</p>	<p>Select sites &amp; install clean working water stations. Conduct surveys and compile report on results and evaluate policies. RCDOPH All Funded Partner Organizations Other interested Key Partners Interested Residents</p>	<p>Survey a minimum of 25 CVUSD schools, after school programs and City of Coachella Parks and Recreation programs.  Survey results compiled and reported to seek funding for water stations.  Assessment of organizational readiness of policy change.</p>
<p>6. Implement Re-Think Your Drink Campaign including: education, provision of water bottles and revision of policies. Connect with <i>Drink Water Said the Otter</i> (First 5 Riverside Campaign).</p>	<p>October 1, 2013- September 30, 2014</p>	<p>Plan and schedule implementation of campaign elements at each site. Work with staff to revise policy and develop implementation plan. Conduct <i>Re-Think Your Drink</i> at school, afterschool, parks &amp; recreation, food distribution and other sites.  RCDOPH All Funded Partner Organizations Other interested Key Partners Interested Residents</p>	<p>Students and residents involved in campaign implementation.  Education component conducted  Policies revised and implemented</p>

<p>7. Enhance <i>Re-Think Your Drink</i> campaign with social media component. Connect with social media presence on website, YouTube Facebook and other Social Media.</p>	<p>October 1, 2013- September 30, 2014</p>	<p>Develop and implement social media component to campaign  Develop and implement media plan including channels and outlets.  Evaluate media effectiveness  RCDOPH, including Public Information Officer All Funded Partner Organizations Other interested Key Partners</p>	<p>Number of Impression/ Hits evaluated  Add links to ECVBHC social media regarding <i>Re-Think Your Drink</i> campaign.</p>
<p>8. Collaborate with Food Bank, Community events and City of Coachella to develop language to require a Nutrition and Physical Activity policy. Educate those that would be impacted by new organizational practices and provide technical assistance such as working with vendors, offering healthy taste tests, and meeting one-on-one with key stakeholders.</p>	<p>October 1, 2013- September 30, 2014</p>	<p>Convene stakeholders and develop model policy language.  Conduct educational sessions.  RCDOPH All Funded Partner Organizations Other interested Key Partners</p>	<p>Contract language template developed Assessment of organizational readiness of policy change.  Minimum of 2 food pantries to adopt <i>Re-Think Your Drink</i> Water is offered at the Community events</p>
<p>9. Collaborate with small restaurants to develop &amp; implement a <i>Re-Think Your drink</i> policy &amp; program for healthy children's menus. Educate those that would be impacted by new organizational practices and provide technical assistance offering menu development and support materials &amp; media</p>	<p>October 1, 2013- September 30, 2014</p>	<p>Convene stakeholders and develop model policy language for children's menus. Conduct educational sessions, technical support, marketing materials &amp; social media. RCDOPH Partner Organizations &amp; local restaurants</p>	<p>Minimum of 2 local restaurants to adopt <i>Re-Think Your Drink</i> Children's menu.</p>



<p>10. Evaluate <i>Re-Think Your Drink</i> Campaign and effectiveness of policy change support</p>	<p>October 1, 2013-September 30, 2014</p>	<p>Develop evaluation plan Develop evaluation tool Implement evaluation plan RCDOPH, including Public Information Officer and Epidemiology Department All Funded Partner Organizations Other interested Key Partners</p>	<p>Evaluation results compiled and reported by RCDOPH</p>
<p>11. Develop a Countywide Sugar Sweetened Beverage (SSB) Policy Brief with a focus on ECVBHC.</p>	<p>By September 30, 2014</p>	<p>Research SSB &amp; Water consumption RCDOPH, Epidemiology Department</p>	<p>Publish and distribute SSB Policy Brief.</p>

**EXHIBIT B  
PAYMENT SCHEDULE**

<b>No.</b>	<b>Payment Deliverable/Estimated Timeline</b>	<b>Payment Amount</b>
<b>1</b>	Upon subgrant execution by both parties and receipt of invoice (immediately)	\$77,500
<b>2</b>	Upon submission of progress report and receipt of invoice (July 2014)	\$77,500

**SECOND AMENDMENT TO THE AGREEMENT**

**BETWEEN**

**COUNTY OF RIVERSIDE**

**AND**

**REGIONAL ACCESS PROJECT FOUNDATION**

(Re-Think Your Drink Campaign)

That certain Agreement between the County of Riverside Department of Public Health (COUNTY) and Regional Access Project Foundation (CONTRACTOR), approved on February 26, 2013, amended for the first time on August 15, 2013, is hereby amended for the second time effective November 1, 2013 as follows:

1. To amend all references to the period of performance from August 14, 2013 through October 31, 2013 to November 1, 2013 through October 31, 2014.
2. To establish the amount of compensation for the new performance period above to sixty thousand dollars (\$60,000).
3. To delete Exhibit A, Scope of Work, and Exhibit B, Payment Provision, in its entirety and replaced with Exhibit A, Scope of Work, and Exhibit B, Payment Provision, attached hereto.
4. All other terms and conditions of this Agreement are to remain unchanged.

**IN WITNESS WHEREOF**, the Parties hereto have caused their duly authorized representatives to execute this Amendment.

**CONTRACTOR**

**COUNTY**

Regional Access Project Foundation

By Leticia Detay

By \_\_\_\_\_  
Chairman of the Board of Supervisors

Title CEO

Date \_\_\_\_\_

Date 4/14/14

ATTEST: Kecia Harper-Ihem, Clerk

By \_\_\_\_\_

/// /// ///

FORM APPROVED COUNTY COUNSEL

BY: Neal R. Kipnis

DATE

*Handwritten signature of Neal R. Kipnis and date*

**EXHIBIT A**  
**SCOPE OF WORK**  
**REGIONAL ACCESS PROJECT FOUNDATION**  
(rethink your drink campaign)

**Project Period: November 1, 2013 to October 31, 2014**

**CONTRACTOR Duties:**

Milestones/Activities	Timeline	Identify the Activity(ies)
1. Distribution of \$54,000 to community partners of the Eastern Coachella Valley Building Healthy Communities (ECVBHC) collaborative in support of the "Rethink Your Drink" campaign in the City of Coachella.	November 1, 2013 to September 30, 2014	Award funds to 4-8 key community partners for activities associated with the "Rethink Your Drink" campaign as identified in the Public Health Institute Scope of Work (Agreement #1019832).
2. Coordinate with COUNTY on the distribution and oversight of community partners awarded funds.	November 1, 2013 to September 30, 2014	Provide COUNTY with subcontract agreements and contact information to allow COUNTY to monitor implementation of subcontract activities associated with the "Rethink Your Drink" campaign.
3. Submit two (2) Progress Reports	November 1, 2013 to September 30, 2014	Mid Year Report- June 30, 2014 Final Year Report- October 31, 2014
4. Submit invoices per schedule below once Agreement is executed: Quarter 1 – January 15, 2014 Quarter 2 – April 15, 2014 Quarter 3 – July 15, 2014 Quarter 4 – October 15, 2014	November 1, 2013 to September 30, 2014	Quarterly Invoices

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**EXHIBIT B**  
**PAYMENT PROVISIONS**  
**REGIONAL ACCESS PROJECT FOUNDATION**  
(Rethink Your Drink)

**1 Invoice:**

**1.1** COUNTY agrees to pay acceptable invoice(s), as per requirements in item 1.2 below, submitted by CONTRACTOR as soon as reasonable in accordance with the COUNTY policy and procedures. Payment by the COUNTY of an invoice shall not preclude the COUNTY from subsequently raising any errors which were present on such invoice and/or from taking a set off in the amount of such error from any amount the COUNTY still owes CONTRACTOR.

**1.2** Invoice(s) shall itemize actual expense incurred, CONTRACTOR'S name, address, date, Purchase Order Number (to be assigned after execution of agreement) and original signature of CONTRACTOR.

**1.3** CONTRACTOR shall submit invoice(s), in arrears, to the following address for processing:

Riverside County Community Health Agency  
Fiscal Division, Accounts Payable  
P.O. BOX 7849  
Riverside, CA 92513

**2. Final Payment:**

Payment by COUNTY of the final payment will be withheld pending completion of all project responsibilities and receipt of all quarterly and final reports.

**3. MAXIMUM COMPENSATION** payable under the terms of this Agreement shall not exceed sixty thousand dollars (\$60,000) including all expenses.

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