

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

621



FROM: Community Health Agency/Department of Public Health

SUBMITTAL DATE:
May 3, 2011

SUBJECT: Ratify Amendment A04 with the California Department of Public Health and Riverside County Community Health Agency (CHA), Department of Public Health for Women, Infants and Children (WIC) Supplemental Nutrition Program (#08-85460 A04).

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Ratify Amendment A04 with the California Department of Public Health and the Community Health Agency, Department of Public Health for Women, Infants and Children (WIC) Supplemental Nutrition Program (#08-85460 A04) to increase the maximum amount payable by \$3,780,000 ; and
- 2) Authorize the Chairperson to sign ten (10) originals of said Agreement on behalf of the County.

BACKGROUND (Continued on page 2)

Susan D. Harrington
Susan D. Harrington, Director of Public Health

GH:nw/ys

FINANCIAL DATA

Current F.Y. Total Cost:	\$ 3,780,000	In Current Year Budget:	YES
Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	NO
Annual Net County Cost:	\$ 0	For Fiscal Year:	10/11

SOURCE OF FUNDS: 100% Federal funding.

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

C.E.O. RECOMMENDATION:

APPROVE
Debra Courmayer
Debra Courmayer

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Buster, seconded by Supervisor Tavaglione and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
Nays: None
Absent: None
Date: May 17, 2011
xc: CHA/Public Health

Kecia Harper-Ihem
Clerk of the Board
By: *Kecia Harper-Ihem*
Deputy

Prev. Agn. Ref.: 3.20 5/4/2010

District: ALL

Agenda Number:

3.7

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FOR APPROVED COUNTY COUNSEL
BY: *Neal R. Kipnis* DATE: 5/11/11
Departmental Concurrence

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

SUBJECT: Ratify Amendment A04 with the California Department of Public Health and Riverside County Community Health Agency (CHA), Department of Public Health for Women, Infants and Children (WIC) Supplemental Nutrition Program (#08-85460 A04).

BACKGROUND:

The Women, Infants and Children (WIC) Supplemental Nutrition program offers nutrition education, counseling, vouchers for the purchase of nutritious food and referral to health care and other resources needed by women, infants and children served throughout Riverside County. Riverside County currently serves over 86,000 participants per month and has the potential to grow to 95,775 participants under this current agreement.

The State Department of Public Health maximum funding allocation under this Agreement is increased by \$3,780,000 to \$47,022,000 for three years. As State WIC releases available funding, a "Local Agency Contract Authority to Spend (ATS)" letter or an Award letter will be received by the Community Health Agency. Current funding level increases were included during the midyear budget process.

STATE OF CALIFORNIA
STANDARD AGREEMENT AMENDMENT
 STD 213A_CDPH (9/09)

Check here if additional pages are added: 2 Page(s)

Agreement Number 08-85460	Amendment Number A04
Registration Number: 091032369	

1. This Agreement is entered into between the State Agency and Contractor named below:
 State Agency's Name Also known as CDPH or the State
California Department of Public Health

Contractor's Name (Also referred to as Contractor)
Riverside County Community Health Agency, Department of Public Health


2. The term of this Agreement is: **October 1, 2008 through September 30, 2011**

**WHEN DOCUMENT IS FULLY EXECUTED RETURN
 CLERK'S COPY
 to Riverside County Clerk of the Board, Stop 1010
 Post Office Box 1147, Riverside, Ca 92502-1147
 Thank you.**

3. The maximum amount of this Agreement after this amendment is: **\$ 47,022,000**
 Agreement after this amendment is: **Forty-Seven Million, Twenty-Two Thousand Dollars**

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

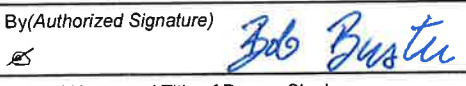
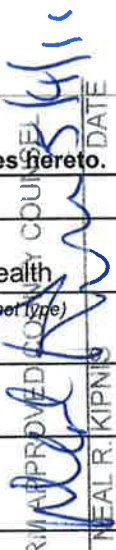

- I. **Amendment effective date:** October 1, 2010.
- II. **Purpose of amendment:** This amendment reflects an increase in funding resulting from a change in the Contractor's maximum caseload and alters applicable contract provisions affected by the maximum caseload change. This amendment also reflects an increase in the maximum amount resulting from a change in available program funding and alters applicable contract provisions affected by the funding change.
- III. Certain changes made in this amendment are shown as: Text additions are displayed in **bold and underline**. Text deletions are displayed as strike through text (i.e., ~~Strike~~)
- IV. Provision 3 (maximum amount) on the face of the original Standard Agreement (STD 213) is increased by **\$3,780,000** and is amended to read: ~~\$43,242,000 (Forty Three Million Two Hundred Forty Two Thousand Dollars)~~ **\$47,022,000 (Forty-Seven Million Twenty-Two Thousand Dollars)**.

ATTEST:
 KECIA HARPER-JHEM, Clerk
 By 
 DEPUTY

(Continued on next page)

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only
Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.) Riverside County Community Health Agency, Department of Public Health		
By (Authorized Signature) 	Date Signed (Do not type) 9/17/11	
Printed Name and Title of Person Signing Bob Buster, Chairman, Board of Supervisors		
Address 4065 County Circle Drive Riverside, CA 92503		
STATE OF CALIFORNIA		
Agency Name California Department of Public Health		FOR IMMEDIATE APPROVAL COUNTY COUNSEL BY:  DATE: 9/17/11 NEAL R. KIPNIS
By (Authorized Signature) 	Date Signed (Do not type) 6/8/11	
Printed Name and Title of Person Signing Angela Sales, Chief Contracts Management Unit B		
Printed Name and Title of Person Signing Sandra Winters, Chief, Contracts and Purchasing Services Section		
Address 1501 Capitol Avenue, Suite 71.5178, MS 1802, P.O. Box 997377, Sacramento, CA 95899-7377		

Exempt per: **99.7KA1**

MAY 17 2011 **3.7** 201-6-108189

- V. Paragraph 4 (incorporated exhibits) on the face of the original Standard Agreement (STD 213) is amended to add the following revised budget exhibits:

Exhibit B, Attachment III A3 – Budget (Year 3)

1 page

All references to Exhibit B, Attachment III A2 in any exhibit incorporated into this Agreement shall hereinafter be deemed to read Exhibit B, Attachment III A3 which is replaced in its entirety by the attached revised budget exhibit.

- VI. Provision 6 entitled, Services to be Performed of Exhibit A, entitled, "Scope of Work", is amended to read:

6. Services to be Performed

- A. The Contractor is provided a maximum caseload as listed below. The maximum caseload identifies the authorized caseload combined with the unauthorized caseload that may be funded, per month, for each budget period. Caseload management requirements are outlined in the CMB, Chapter 1, as referenced in Exhibit E, Provision 1.

<u>Budget Period</u>	<u>Maximum Caseload Per Month</u>
1) FFY 2008/2009	83,000
2) FFY 2009/2010	88,950
3) FFY 2010/2011	93,700 <u>95,775</u>

- B. Contractor's initial authorized caseload will be identified through a local agency award letter and is effective upon execution of this Agreement. Authorized caseload is used to calculate the authorized annual base funding amount.
- C. If and when the authorized caseload is increased after the execution of this Agreement, Contractor will receive a local agency award letter. An increase in the authorized caseload will increase the authorized base funding amount. An amendment to this Agreement shall not be required unless the increase in caseload or funding exceeds the maximum caseload or maximum payable for a budget period. The maximum payable is the total dollar amount shown in the contract budgets in Exhibit B, Attachments I, II and III.
- D. Any changes to the authorized caseload shall be made through a Local Agency Award Letter informing the Contractor of the change. An amendment to this Agreement shall not be required unless the maximum amount payable for any budget period is increased.

VII. Provision 4 entitled, Amounts Payable of Exhibit B entitled, "Budget Detail and Payment Provisions" is amended to read:

4. Amounts Payable

- A. The amounts payable under this Agreement shall not exceed:
- 1) \$12,069,000 for the budget period of October 1, 2008 through September 30, 2009.
 - 2) \$15,303,000 for the budget period of October 1, 2009 through September 30, 2010.
 - 3) ~~\$15,870,000~~ **\$19,650,000** for the budget period of October 1, 2010 through September 30, 2011.
- B. Reimbursement shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are performed and/or goods are received.
- C. The Contractor must maintain records reflecting actual expenditures for each state fiscal year covered by the term of this Agreement. These documents must be retained for three years following the final payment under this Agreement. The State may periodically request documentation for expenditures to verify that the cost is allowable and necessary.

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

**Exhibit B, Attachment III A3
Budget
Year 3
10/01/10 through 09/30/11**

<u>Budget Line-Item</u>	<u>Current Total</u>	<u>This Amendment</u>	<u>Revised Total</u>
1. Personnel*	\$ <u>10,500,000</u>	\$ <u>2,325,000</u>	\$ <u>12,825,000</u>
2. Operating Expenses	\$ <u>3,921,000</u>	\$ <u>994,150</u>	\$ <u>4,915,150</u>
3. Capital Expenditures	\$ <u> </u>	\$ <u>110,000</u>	\$ <u>110,000</u>
4. Other Costs	\$ <u> </u>	\$ <u>30,000</u>	\$ <u>30,000</u>
5. Indirect Costs **	\$ <u>1,449,000</u>	\$ <u>320,850</u>	\$ <u>1,769,850</u>
Total Per Column	\$ <u><u>15,870,000</u></u>	\$ <u><u>3,780,000</u></u>	\$ <u><u>19,650,000</u></u>

*Revised Total" of Salaries & Wages	\$ <u>8,550,000</u>
"Revised Total" of Fringe Benefits	\$ <u>4,275,000</u>
The total of these two lines must equal the "Revised Total" for the "Personnel" line item.	

** Maximum 13.8% of "Personnel"

Do not round up when determining "Indirect Costs" amount.