

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



**ITEM: 3.13  
(ID # 20437)**

**MEETING DATE:**

Tuesday, November 01, 2022

**FROM :** RUHS-PUBLIC HEALTH:

**SUBJECT:** RIVERSIDE UNIVERSITY HEALTH SYSTEM – PUBLIC HEALTH: Ratify and Approve Amendment No. 1 to the Grant Agreement No. 19-10330 with the California Department of Public Health (CDPH), Nutrition Education and Obesity Prevention Branch (NEOPB) for the CalFresh Healthy Living program, increasing the amount by \$3,163,407 and extending the period of performance for one year through September 30, 2023. All Districts. [Total Amended Amount: \$3,163,407; \$316,344 in Additional Compensation – 100% Federal]

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

1. Ratify and approve Amendment No. 1 to the Grant Agreement No. 19-10330 with the California Department of Public Health (CDPH), Nutrition Education and Obesity Prevention Branch (NEOPB) for the CalFresh Healthy Living Program, to increase the amount by \$3,163,407, for a total aggregate amount of \$12,653,628, and to extend the period of performance for one year through September 30, 2023;
2. Authorize the Chair of the Board to sign the Grant Amendment on behalf of the County; and
3. Authorize the Director of Public Health, or designee, or the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved to form by County Counsel to: sign amendments that exercise the options of the agreement including modifications of the statement of work that stay within the intent of the Agreement; and sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the total annual cost of the agreement.

**ACTION:A-30, Policy**

  
Kim Saruwatari, Director of Public Health 10/25/2022

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Hewitt, and Perez  
Nays: None  
Absent: None  
Date: November 1, 2022  
xc: RUHS-PH

Kecia R. Harper  
Clerk of the Board

By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$2,214,385	\$949,022	\$3,163,407	\$0
<b>NET COUNTY COST</b>	\$0	\$0	\$0	\$0
<b>SOURCE OF FUNDS:</b> 100% Federal			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 22/23 – 23/24	

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

**BACKGROUND:**

**Summary**

The California Department of Public Health (CDPH) Nutrition Education and Obesity Prevention Branch (NEOPB) addresses rising obesity rates through statewide, regional, and local programs and partnerships that promote healthy eating, physical activity, and food security with an emphasis on communities with the greatest health disparities. CDPH-NEOPB’s mission is to reduce the prevalence of overweight and obesity among California Supplemental Nutrition Assistance Program-Education (SNAP-Ed) eligible residents through educational strategies, and multi-level organizational and community-wide public health approaches that support healthy behaviors at multiple levels of influence. CalFresh Healthy Living funds must be spent on policy, systems and environmental change strategies in qualified domains and settings, implementing allowable nutrition and physical activity evidenced-based interventions.

Riverside University Health System – Public Health (RUHS-PH) has subcontracted with various partners, such as school-based organizations, community-based organizations (CBOs), and local cities because of their ability to successfully meet RUHS-PH’s Integrated Work Plan. City of Riverside, City of Perris, Desert Recreation District, Reach Out, Riverside Unified School District and Jurupa Unified School District will continue to collaborate, while one additional subcontractor will be added, Regional Access Project Foundation. The addition of the new subcontractor will allow RUHS-PH to expand reach of SNAP-Ed eligible individuals across the county.

**Impact on Residents and Businesses**

Based on qualifying areas within the County of Riverside, SNAP-Ed eligible populations 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 CalFresh Healthy Living program.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,  
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RUHS-PH receives 100% of its CalFresh Healthy Living program funding from the State of California as a pass-through from the Federal government. No general funds will be utilized for this program.

The CalFresh Healthy Living program funding is based on the federal fiscal year. The table below outlines how the funds will be distributed over the additional year of the agreement and the funding allocation for the county budget fiscal years. The additional funding was included in the submitted budget for current fiscal year; therefore, no budget adjustment is needed.

County Fiscal Year		Grant Fiscal Year	
Year	Amount	Year	Amount
2022/2023	\$2,214,385	2022/2023	\$3,163,407
2023/2024	\$ 949,022		
<b>Total</b>	<b>\$3,163,407</b>	<b>Total</b>	<b>\$3,163,407</b>

**Contract History**

On October 8, 2019, Agenda Item 3.24 was approved by the Board of Supervisors to approve Grant Agreement No. 19-10330 with CDPH for a total amount of \$9,490,221 for the period of performance of October 1, 2019 through September 30, 2022. RUHS-PH subsequently entered into agreements with various partners, including school-based organizations, CBOs, and local cities to assist in meeting RUHS-PH's Integrated Work Plan for the CalFresh Health Living program. The purpose of the Grant Agreement Amendment is to extend the term for one year through September 30, 2023, with additional funding to allow RUHS-PH to continue performing more of the same services as identified in the current integrated work plan. The grant agreement will be increased by \$3,163,407 to not exceed the total aggregate amount of \$12,653,628 for the extended grant performance period of October 1, 2019 to September 30, 2023.

**ATTACHMENTS:**

**ATTACHMENT A:** Amendment No. 1 to Grant Agreement No. 19-10330 with California Department of Public Health

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

  
Douglas Cordonez Jr. 10/26/2022

  
Gregg Gu, Chief Deputy County Counsel 10/25/2022

**NUTRITION EDUCATION AND OBESITY PREVENTION BRANCH SUPPLEMENTAL  
NUTRITION ASSISTANCE PROGRAM-EDUCATION**

**Awarded By**

**THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter “Department”**

**TO**

**County of Riverside, hereinafter “Grantee”**

**Implementing the “CalFresh Healthy Living Program,” hereinafter “Project”**

**AMENDED GRANT AGREEMENT NUMBER 19-10330, A01**

The Department amends 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 (HSC), Section 131085(a)(b).

**PURPOSE FOR AMENDMENT:** The purpose of the Grant amendment is to extend the term for one year with additional funding to allow the Grantee to continue performing more of the same services as identified in the Exhibit A.

**Amendments are shown as:** Text additions are shown as bold and underline. Text deletions are shown as strike-through text.

**AMENDED GRANT AMOUNT:** this amendment is to increase the grant by **\$3,163,407.00**. The maximum amount payable under this Grant Agreement shall not exceed ~~\$9,490,221.00~~ **\$12,653,628.00**.

**AMENDED TERM OF GRANT:** The term of this Grant shall be amended to begin October 1, 2019 and terminates on September 30, 2023. No funds may be requested or invoiced for work performed or costs incurred after September 30, 2023.

**Exhibit B:** Exhibit B, Budget Detail and Payment Provisions, is hereby replaced in its entirety with Exhibit B, Budget Detail and Payment Provisions, **A01**

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

<b>California Department of Public Health Contract Manager</b>	<b>Grantee: County of Riverside</b>
Name: Kimmy Casjens	Name: Kim Saruwatari, M.P.H. Director of Public Health
Address: 1616 Capitol Avenue	Address: PO Box 7600
Sacramento, CA 95814	Riverside, CA 92513
Phone: 916-449-5456	Phone: 951-358-7036
Fax: N/A	Fax: N/A
E-mail: Kimmy.casjens@cdph.ca.gov	E-mail: ksaruwatari@ruhealth.org

Direct all inquiries to:

<b>California Department of Public Health, Project Officer</b>	<b>Grantee: County of Riverside</b>
Attention: Rosanna Oliva	Attention: Gayle Hoxter, RPH, RD Program Chief II
Address: 1616 Capitol Avenue	Address: 4210 Riverwalk Pkwy Suite 400
Sacramento, CA 95814	Riverside, CA 92505
Phone: 916-552-9928	Phone: 951-358-5306
Fax: N/A	Fax: N/A
E-mail: Rosanna.oliva@cdph.ca.gov	E-mail: ghoxter@ruhealth.org

All payments from CDPH to the Grantee; shall be sent to the following address:

**Remittance Address**

**Grantee: County of Riverside**  
Attention "Fiscal":  
Address: PO Box 7600  
Riverside CA 92513  
Phone: 951-358-5104  
E-mail: CEnriquez@ruhealth.org

Either party may make changes to the Project Representatives, or remittance address, by giving a written notice to the other party, said changes shall not require an amendment to this agreement but must be maintained as supporting documentation. Note: Remittance address changes will require the Grantee to submit a completed CDPH 9083 Governmental Entity Taxpayer ID Form or STD 204 Payee Data Record Form and the STD 205 Payee Data Supplement which can be requested through the CDPH Project Representatives for processing.

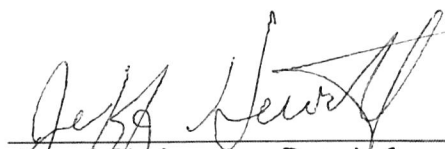
Note: Once the Grant Agreement has been fully executed, requests for modifications/changes thereafter to the exciting Exhibit A and/or Exhibit A, Attachment 1, do not require a formal amendment but must be agreed to in writing by both parties. The CDPH/Grantee Project Representatives are responsible for keeping records of approval modifications/changes. Such modifications/changes must be made at least 30 days prior to implementation. A formal written amendment is required when there is an increase or decrease in funding or a change in the term of the agreement.

All other terms and conditions of this Grant shall remain the same.

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

Executed By:

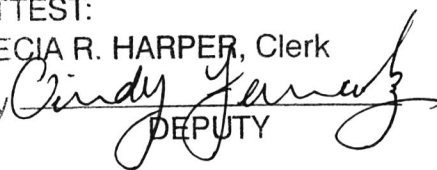
Date: 11/1/22

  
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Board Chairperson, Board of  
Supervisors; County of Riverside  
4080 Lemon Street  
Riverside, CA 92501

JEFF HEWITT

Date: \_\_\_\_\_

\_\_\_\_\_  
Jeannie Galarpe, Chief  
Contracts Management Unit, PSB  
California Department of Public Health  
1616 Capitol Avenue, Suite 74.262,  
MS 1800-1804  
P.O. Box 997377  
Sacramento, CA 95899-7377

ATTEST:  
KECIA R. HARPER, Clerk  
By   
DEPUTY

FORM APPROVED COUNTY COUNSEL  
BY   
ESENE SAINZ  
DATE 10/31/22



**Exhibit B**  
Budget Detail and Payment Provisions

**1. Invoicing and Payment**

- A. Upon completion of project activities as provided in Exhibit A Grant Application, and upon receipt and approval of the invoices, the State agrees to reimburse the Grantee for activities performed and expenditures incurred in accordance with the costs specified herein.
- B. Invoices shall include the Grant Number and shall be submitted not more frequently than monthly in arrears to:

Kimmy Casjens, Contract Manager  
California Department of Public Health  
Nutrition Education and Obesity Prevention Branch  
[neopbfiscalrequest@cdph.ca.gov](mailto:neopbfiscalrequest@cdph.ca.gov)

- C. Invoices shall:

- 1) **Be submitted no more than thirty (30) calendar days following the last day of the reporting period, with a fifteen (15)-day grace period (45 days total).**
- 2) Be prepared on Grantee letterhead. If invoices are not on produced letterhead, invoices must be signed by an authorized official, employee, or agent certifying that the expenditures claimed represent activities performed and are in accordance with Exhibit A Grant Application under this Grant.
- 3) Bear the Grantee's name as shown on the Grant.
- 4) Identify the billing and/or performance period covered by the invoice.
- 5) Itemize costs for the billing period in the same or greater level of detail as indicated in this Grant. Subject to the terms of this Grant, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable and approved by CDPH.

**2. Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act 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 shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to fulfill any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Grantee to reflect the reduced amount.

**3. Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

**4. Amounts Payable**

- A. The amounts payable under this Grant shall not exceed ~~\$9,490,221.00~~ **\$12,653,628.00**.
- B. Payment allocations shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are fulfilled and/or goods are received.

**Exhibit B**  
Budget Detail and Payment Provisions

**5. Timely Submission of Final Invoice**

- A. A final undisputed invoice shall be submitted for payment no more than ~~sixty (60)~~ **forty-five (45)** calendar days following the expiration or termination date of this Grant, unless a later or alternate deadline is agreed to in writing by the program grant manager. Said invoice must be clearly marked "**Final Invoice**", indicating that all payment obligations of the State under this Grant have ceased and that no further payments are due or outstanding.
- B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Grantee fails to obtain prior written State approval of an alternate final invoice submission deadline.

**6. Travel and Per Diem Reimbursement**

Any reimbursement for necessary travel and per diem shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (Cal HR). If the Cal HR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. No travel outside the State of California shall be reimbursed without prior authorization from the CDPH. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.