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



ITEM: 3.34 (ID # 20886)

MEETING DATE:

Tuesday, January 10, 2023

FROM: RUHS-PUBLIC HEALTH:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM – PUBLIC HEALTH: Ratify and Approve the Amendments to the Subcontract Agreements with the City of Perris, City of Riverside, and Desert Recreation Foundation for the CalFresh Healthy Living Program to extend the period of performance for one year through September 30, 2023. All Districts. [Total Amended Aggregate Amount \$386,000 – 100% Federal]

RECOMMENDED MOTION: That the Board of Supervisors:

- 1. Ratify and approve Amendment No. 1 to the Subcontract Agreement with the City of Perris for the CalFresh Healthy Living Program to increase the total aggregate amount by \$115,000 for a total aggregate amount of \$460,000, and to extend the period of performance for one year through September 30, 2023;
- 2. Ratify and approve Amendment No. 1 to the Subcontract Agreement with the City of Riverside for the CalFresh Healthy Living Program to increase the total aggregate amount by \$115,000 for a total aggregate amount of \$460,000, and to extend the period of performance for one year through September 30, 2023;
- 3. Ratify and approve Amendment No. 2 to the Subcontract Agreement with Desert Recreation Foundation for the CalFresh Healthy Living Program to increase the total aggregate amount by \$156,000 for a total aggregate amount of \$558,000, and to extend the period of performance for one year through September 30, 2023:
- 4. Authorize the Chair of the Board to sign the Amendments on behalf of the County; and
- 5. Authorize the Director of Public Health, or designee, or the Purchasing Agent, in accordance with Ordinance No. 459, and as approved to form by County Counsel, to: a) sign amendments that exercise the options of the agreement, including modifications of the statement of work or payment provisions that stay within the intent of the Agreement; b) take all steps necessary to implement the Amendments including, but not limited to, signing all certifications, assurances, reports, or other related documents required for the Agreements.

ACTION:Policy

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes:

Jeffries, Spiegel, Washington, Perez and Gutierrez

Nays: Absent: None

None

Date:

January 10, 2023

XC:

RUHS-PH

3.34

Kimberly Rector

Clerk of the Board

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$270,200	\$115,800	\$386,000	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS	3: 100% Federal	·	Budget Adjus	tment: No
			For Fiscal Yea	ar: 22/23 - 23/24

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The California Department of Public Health (CDPH) has extended the period of performance for Grant Agreement No. 19-10330 with Riverside University Health System – Public Health (RUHS-PH) for the CalFresh Healthy Living Program. As part of this Grant Agreement, CDPH expects Local Health Departments (LHD) to subcontract with partners based on their capacity to implement policy, systems and environmental (PSE) change interventions required in Riverside County's Integrated Work Plan (IWP). The CDPH objectives expect continued engagement at sites with previous CalFresh Healthy Living interventions.

The partnership between RUHS-PH's CalFresh Healthy Living program and the experience that local partners provide are necessary for the success of the Impact Outcome Evaluation project and in sustaining the policy-based approaches to increasing access to healthy food and physical activity opportunities to students and families in the district.

Impact on Businesses and Residents

Based on qualifying areas within the County of Riverside, California Supplemental Nutrition Assistance Program-Education (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 Nutrition Education and Obesity Prevention Branch (NEOPB) grant.

SUPPLEMENTAL:

Additional Fiscal Information

The tables below outline how the funds will be distributed to these local partners over the additional period of one year, and the funding allocation for the county budget fiscal years. There is no impact to County General Funds.

City of Perris:

County Fiscal Year Federal Fiscal Year

Year	Amount	Year	Amount
2022 / 2023	\$ 80,500	2022 / 2023	\$ 115,000
2023 / 2024	\$ 34,500	2023 / 2024	\$ 0

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

Total	\$ 115,000	Total	\$ 115,000
lotai	\$ 115,000	I Otal	\$ 115,000

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

City of Riverside:

County Fiscal Year Federal Fiscal Year

Year	Amount	Year	Amount
2022 / 2023	\$ 80,500	2022 / 2023	\$ 115,000
2023 / 2024	\$ 34,500	2023 / 2024	\$0
Total	\$ 115,000	Total	\$ 115,000

Desert Recreation District (DRD):

County Fiscal	Vear	Federal	Fiscal Yea	r
County Fiscai	i eai	reuerai	ristai ita	

Year	Amount	Year	Amount
2022 / 2023	\$109,200	2022 / 2023	\$ 156,000
2023 / 2024	\$46,800	2023 / 2024	\$0
Total	\$ 156,000	Total	\$ 156,000

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 Healthy Living program.

On December 10, 2019, Agenda Item 3.40 was approved by the Board of Supervisors to approve the Subcontract Agreement with the City of Perris to implement the Supplemental Nutrition Assistance Program Education as part of the CalFresh Healthy Living Program for \$345,000.

On December 10, 2019, Agenda Item 3.38 was approved by the Board of Supervisors to approve the Subcontract Agreement with the City of Riverside to implement the Supplemental Nutrition Assistance Program Education as part of the CalFresh Healthy Living Program for \$345,000.

On February 11, 2020, Agenda Item 3.23 was approved by the Board of Supervisors to approve the Subcontract Agreement with Desert Recreation Foundation to implement the Supplemental Nutrition Assistance Program Education as part of the CalFresh Healthy Living Program for \$270,000. On September 28, 2021, Agenda Item 3.16 was approved by the Board of Supervisors to amend the Subcontract Agreement with Desert Recreation Foundation to increase the maximum contract amount by \$132,000 for a total maximum amount of \$402,000.

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

CDPH has extended the term of the Grant Agreement with RUHS-PH for one year through September 30, 2023, with additional funding to allow RUHS-PH to continue working with local partners to perform more of the same services as identified in the current integrated work plan.

ATTACHMENTS:

ATTACHMENT A: Amendment No. 1 to the Subcontract Agreement with the City of Perris

ATTACHMENT B: Amendment No. 1 to the Subcontract Agreement with the City of

Riverside

ATTACHMENT C: Amendment No. 2 to the Subcontract Agreement with Desert Recreation

District

Douglas grdonez Jr.

1/4/2023

AMENDMENT NO. 1 TO THE SUBCONTRACT AGREEMENT FOR CALFRESH HEALTHY LIVING PROGRAM BETWEEN COUNTY OF RIVERSIDE AND THE CITY OF RIVERSIDE

Original Contract Term:

October 1, 2019 through September 30, 2022

Contract Term Extended To:

September 30, 2023

Effective Date of Amendment:

October 1, 2022

Original Maximum Contract Amount:

\$345,000

Amended Maximum Contract Amount

\$460,000 (An increase of \$115,000)

Contract ID:

20-006

This Amendment No. 1 to the Subcontract Agreement for CalFresh Health Living Program ("Amendment No. 1"), is effective as of October 1, 2022 ("Effective Date"), by and between the County of Riverside, a political subdivision of the State of California, on behalf of its Riverside University Health System – Public Health ("COUNTY") and the City of Riverside, a political subdivision of the State of California, ("CITY"). COUNTY and CITY are collectively referred to as the "Parties" and individually as the "Party".

RECITALS

WHEREAS, the COUNTY entered into a contract under Grant Agreement No. 19-10330 with the California Department of Public Health (CDPH) to subcontract with partners based on their capacity to implement policy, systems and environmental change interventions required in Riverside County's Integrate Work Plan; and

WHEREAS, the CITY, by subcontract, has been designated, by COUNTY, to conduct nutrition education interventions to eligible families as described in the original scope of work using funds from Grant Agreement No. 19-10330 between the COUNTY and CDPH; and

WHEREAS, the Parties entered into that certain Subcontract Agreement for CalFresh Healthy Living Program on December 10, 2019, and effective as of October 1, 2019 through September 30, 2022; and

WHEREAS, CDPH has increased the total aggregate amount of available funds for Grant Agreement No. 19-10330 to allow the COUNTY to continue services with CONTRACTOR; and

WHEREAS, the Parties now desire to extend the performance period of the Subcontract Agreement and amend Exhibit B, Payment Provisions.

NOW, THEREFORE, in consideration of the foregoing, and the promises and mutual covenants and conditions hereinafter set forth, the Parties hereby do agree as follows:

- 1. **Recitals**. The recitals set forth above are true and correct and incorporated herein by this reference.
- 2. **Period of Performance.** Section II is deleted in its entirety and replaced with the following:

"The term of this Agreement is the period within which the project responsibilities of this agreement shall be performed. The term commences on October 2019 and continues through September 30, 2023, unless terminated earlier, as specified in Section X, Modification and Termination."

3. **Compensation.** Section III is deleted in its entirety and replaced with the following:

"In consideration of the services provided by the COUNTY, CITY shall receive compensation for services set forth in Exhibit A, Scope of Work, and Exhibit B, Budget, the aggregate amount, not to exceed, four hundred sixty thousand dollars (\$460,000) including all expenses."

- 4. **Exhibit B**. Exhibit B, Budget, is hereby updated to include "FFY 2022 CalFresh Health Living Budget," Attached hereto and incorporated by this reference.
- 5. **Effective Date.** This Amendment No. 1 shall be effective as of October 1, 2022.
- 6. **Miscellaneous.** All other terms and conditions of the Agreement not modified herein shall remain unchanged.
- 7. **Counterparts.** This Amendment No. 1 may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.
- 8. **Electronic Signatures.** Each Party to this Amendment No. 1 agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Amendment No. 1. The Parties further agree that the electronic signatures of the Parties included in this Amendment No. 1. Are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment No. 1.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

CITY OF RIVERSIDE, a political subdivision of the State of California

Board of Supervisors

Dated: 01/10/2023

Michael Moore

Interim City Manager

ATTEST: KIMBERLY A. RECTOR

Clerk of the Board

APPROVED AS TO FORM:

Minh C. Tran

County Counsel

Esen Sainz By:

Esen Sainz

Deputy County Counsel

APPROVED AS TO FORM:

ASSISTANT CITY ATTORNEY

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment No. 1.

subdivision of the State of California	subdivision of the State of California
By: KEVIN JEFFRIES Board of Supervisors	By: Michael Moore Interim City Manager
Dated:	Dated:/2/14/22
ATTEST: BERLY A. RECTOR Clerk of the Board By: Deputy	Attest: Law Cusur Donesia Gause, City Clerk
APPROVED AS TO FORM: Minh C. Tran County Counsel By: Esen Sainz Deputy County Counsel	APPROVED AS TO FORM: BY: Susan Wester ASSISTANT CITY ATTORNEY

Budget Name	Budget Agency	Budget Type Contract Number		Budget Number	Budget Date	Modified Date	FFY 2022 Carry-In Amount	FFY 2023 Award Amount	FFY 2023 Total Budget Amount
City of Riverside	Riverside County	LIA Sub		2023-2-*-*-2340	3/30/2022 1:49:03 PM	7/22/2022 1:05:49 PM	\$0.00	\$115,000.00	\$115,000.00

Row #	Expenses	FFY 2022 Carry- In Budget	FFY 2023 Budget	FFY 2022 Carry- In and FFY 2023 Budget Total	Justification for Greater than 5 % Difference from FFY 2023 Budget
1	1) Salaries/Benefits	\$0.00	\$112,909.25	\$112,909.25	
2	2) Travel	\$0.00	\$1,586.75	\$1,586.75	
3	3) Non-Capital Equipment/Supplies	\$0.00	\$0.00	\$0.00	
4	4) Materials	\$0.00	\$504.00	\$504.00	
5	5) Building/Space	\$0.00	\$0.00	\$0.00	
6	6) Maintenance	\$0.00	\$0.00	\$0.00	
7	7) Equipment and Other Capital Expenditures	\$0.00	\$0.00	\$0.00	
8	8) Contracts/Sub-Grants/ Agreements	\$0.00	\$0.00	\$0.00	
9	9) Total Direct Costs	\$0.00	\$115,000.00	\$115,000.00	
10	10) Indirect Cost Rate	\$0.00	\$0.00	\$0.00	
Х	Total Federal Funds	\$0.00	\$115,000.00	\$115,000.00	

x	Position Title	Staff Name	taff Name Time Spent on Mgmt./Admin Direct Delivery Rate		Annual Salary	Total Funded Salary	Benefit Rate	Total Funded Benefits	Total Admin. Costs	Total Funded Salary and Benefits	FFY 2022 Carry- In Amount	FFY 2023 Award Amount	
1	Contract Manager/Project Coordinator	Agueda Padilla	20.00%	80.00%	0.150	\$93,434.00	\$14,015.10	34.500%	\$4,835.21	\$3,770.06	\$18,850.31	\$0.00	\$18,850.31
2	Nutrition Educator/Promotora	Amaris Gonzalez	10.00%	90.00%	1.000	\$57,372.00	\$57,372.00	34.500%	\$19,793.34	\$7,716.53	\$77,165.34	\$0.00	\$77,165.34
3	Educator/Promotora	TBD	10.00%	90.00%	0.500	\$31,000.00	\$15,500.00	8.991%	\$1,393.61	\$1,689.36	\$16,893.61	\$0.00	\$16,893.61
Х	X		13.33%	86.67%	1.650		\$86,887.10		\$26,022.15	\$13,175.96	\$112,909.25	\$0.00	\$112,909.25

Row #	Position Name and Title	Presenter?	Travel Title	Travel Location	Description and Justification	Trips	FTE	Days	Nights	Per Diem	Lodging	Air	Miles	Mileage Rate	Registration Fee	Other	Total	FFY 2022 Carry- In Amount	FFY 2023 Award Amount
1	Agueda Padilla : Contract Manager/Project Coordinator Amaris Gonzalez : Nutrition Educator/Promotora TBD : Educator/Promotora	No	Local	Local Travel	Mileage/Carpool costs associated with conducting SOW activities; may include coalition/promising practice events, trainings, meetings, site visits, events, local conferences. Designated attendees determined by meetings, site visits and any training topics.		1.650	0.000	0.000	\$0.00	\$0.00	\$0.00	30	\$0.585	\$0.00	\$0.00	\$1,586.75	\$0.00	\$1,586.75
X \$1,566.75										\$1,586.75	\$0.00	\$1,586,75							

Row #	Position Name and Title	Presenter?	Travel Title	Travel Location	Description and Justification	Trins	ETE	Dave Ni		Par Diam	Lodeine	Air		Milesee Rate	Registration Fee	Other	Total	FFY 2022 Carry-I	FFY 2023	Awrend
								5242	,		confine	Asi	Million	Milleage Kate	registration ree	Other	Total	Amount	Amou	ent
l x																	fn 00	44.44	4-1	

Row#	Budget Item	Description and Justificaion	FTE	Cost Per Item	# of Items	Total	FFY 2022 Carry-In Amount	FFY 2023 Award Amount
Х						\$0.00	\$0.00	\$0.00

Row#	Budget Item	Position Name and Title	Description and Justification	FTE	Cost Per Item	# of Items	Total	FFY 2022 Carry-In Amount	FFY 2023 Award Amount
Х							\$0.00	\$0.00	\$0.00

Row #	Budget Item	Description and Justification	Cost Per Item	# of Items	Total	FFY 2022 Carry-In Amount	FFY 2023 Award Amount
1	roou demonstration iviaterials	Purchase necessary ingredients for food demonstrations using NEOP approved recipes.	\$0.75	600	\$450.00	\$0.00	\$450.00
2	Permits	FOOD HANDLER CARD: Employees must have a current Food Handler Certificate for handling/preparing food for food demos. Designated Staff: Agueda Padilla, Amaris Gonzalez	\$27.00	2	\$54.00	\$0.00	\$54.00
Х					\$504.00	\$0.00	\$504.00

Row#	Building Type	Location Name	Address	Calculation Description	FTE	Cost Per Month	# of Months	Total	FFY 2022 Carry- In Amount	FFY 2023 Award Amount
X								\$0.00	\$0.00	\$0.00

Row #	Maintenance Type	Location Name	Address	Calculation Description	FTE	Cost Per Month	# of Months	Total	FFY 2022 Carry- In Amount	FFY 2023 Award Amount
Х			•					\$0.00	\$0.00	\$0.00

Row#	Budget Item	Description and Justification	FTE	Cost Per Item	# of Items	Misc.	Total	FFY 2022 Carry- In Amount	FFY 2023 Award Amount
Х							\$0.00	\$0.00	\$0.00

Row #	Organization Name	Description of Services	Total Grant	FFY 2022 Carry-In Amount	FFY 2023 Award Amount
Х			\$0.00	\$0.00	\$0.00

Row #	Organization Name	Description of Services	Total Grant	FFY 2022 Carry-In Amount	FFY 2023 Award Amount
Х			\$0.00	\$0.00	\$0.00

Row#	Budget Option	Direct Cost Categories	Indirect Cost Rate	Calculation Method	Total Admin./Program Amount	Total	FFY 2022 Carry-In Amount	FFY 2023 Award Amount
Х					\$0.00	\$0.00	\$0.00	\$0.00

AMENDMENT NO. 1 TO THE SUBCONTRACT AGREEMENT FOR CALFRESH HEALTHY LIVING PROGRAM BETWEEN COUNTY OF RIVERSIDE AND THE CITY OF PERRIS

Original Contract Term:

October 1, 2019 through September 30, 2022

Contract Term Extended To:

September 30, 2023

Effective Date of Amendment:

October 1, 2022

Original Maximum Contract Amount:

\$345,000

Amended Maximum Contract Amount

\$460,000 (An increase of \$115,000)

Contract ID:

20-005

This Amendment No. 1 to the Subcontract Agreement for the CalFresh Health Living Program ("Amendment No. 1"), is effective as of October 1, 2022 ("Effective Date"), by and between the County of Riverside, a political subdivision of the State of California, on behalf of its Riverside University Health System – Public Health ("COUNTY") and the City of Perris, a political subdivision of the State of California, ("CITY"). COUNTY and CITY are collectively referred to as the "Parties" and individually as the "Party".

RECITALS

WHEREAS, the COUNTY entered into a contract under Grant Agreement No. 19-10330 with the California Department of Public Health (CDPH) to subcontract with partners based on their capacity to implement policy, systems and environmental change interventions required in Riverside County's Integrate Work Plan; and

WHEREAS, the CITY, by subcontract, has been designated, by COUNTY, to conduct nutrition education interventions to eligible families as described in the original scope of work using funds from Grant Agreement No. 19-10330 between the COUNTY and CDPH; and

WHEREAS, the Parties entered into that certain Subcontract Agreement for CalFresh Healthy Living Programs on December 10, 2019, and effective as of October 1, 2019 through September 30, 2022 ("Subcontract Agreement"); and

WHEREAS, CDPH has increased the total aggregate amount of available funds for Grant Agreement No. 19-10330 to allow the COUNTY to continue services with CONTRACTOR; and

WHEREAS, the Parties now desire to extend the performance of the Subcontract Agreement and amend Exhibit B, Budget.

NOW, THEREFORE, in consideration of the foregoing, and the promises and mutual covenants and conditions hereinafter set forth, the Parties hereby do agree as follows:

- 1. **Recitals**. The recitals set forth above are true and correct and incorporated herein by this reference.
- 2. **Period of Performance.** Section II is deleted in its entirety and replaced with the following:

"The term of this Subcontract Agreement is the period within which the project responsibilities of this agreement shall be performed. The term commences on October 1, 2019 and continues through September 30,2023, unless terminated earlier, as specified in Section X, Modification and Termination."

3. Compensation. Section III is deleted in its entirety and replaced with the following:

"In consideration of the services provided by the COUNTY, CITY shall receive compensation for services set forth in Exhibit A, Scope of Work, and Exhibit B, Budget, the aggregate amount, not to exceed four hundred sixty thousand dollars (\$460,000) including all expenses."

- 4. **Exhibit B**. Exhibit B, Budget, is hereby updated to include "FFY 2022 CalFresh Health Living Budget", attached hereto and incorporated by this reference.
- 5. Effective Date. This Amendment No. 1 shall be effective as of October 1, 2022.
- 6. **Miscellaneous.** All other terms and conditions of the Agreement not modified herein shall remain unchanged.
- 7. **Counterparts.** This Amendment No. 1 may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.
- 8. Electronic Signatures. Each Party to this Amendment No. 1 agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Amendment No. 1. The Parties further agree that the electronic signatures of the Parties included in this Amendment No. 1. Are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment No. 1.

COUNTY OF RIVERSIDE, a political subdivision of the State of California	CITY OF PERRIS, a political subdivision of the State of California
By:	By:
KEVIN JEFFRIES	By.
Board of Supervisors	Clara Miramontes
Dated: 01/10/2023	City Manager (MN)
Dated: Utility & US	Dated:
ATTEST.	

APPROVED AS TO FORM:

KIMBERLY A. RECTOR Clerk of the Board

Minh C. Tran County Counsel

By: Esen Sainz

Esen Sainz

Deputy County Counsel

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment No. 1.

COUNTY OF RIVERSIDE, a political subdivision of the State of California	CITY OF PERRIS, a political subdivision of the State of California
By: KEVIN JEFFRIES Board of Supervisors	By: Clara Miramontes City Manager
Dated:	Dated:
ATTEST: KIMBERLY A. RECTOR Clerk of the Board By: Deputy	
APPROVED AS TO FORM: Minh C. Tran County Counsel	
By: Esen Sainz Deputy County Counsel	

AMENDMENT NO. 2 TO THE SUBCONTRACT AGREEMENT FOR CALFRESH HEALTHY LIVING PROGRAM BETWEEN COUNTY OF RIVERSIDE AND DESERT RECREATION FOUNDATION

Original Contract Term: October 1, 2019 through September 30, 2022

Contract Term Extended To: September 30, 2023 Effective Date of Amendment: October 1, 2022

Maximum Contract Amount as Amended: \$402,000

Amended Maximum Contract Amount: \$558,000 (An increase of \$156,000)

Contract ID: 20-003

This Amendment No. 2 to the Subcontract Agreement for the CalFresh Health Living Program ("Amendment No. 2"), is effective as of October 1, 2022 ("Effective Date"), by and between the County of Riverside, a political subdivision of the State of California, on behalf of its Riverside University Health System – Public Health ("COUNTY") and DESERT RECREATION FOUNDATION, a California nonprofit corporation ("CONTRACTOR"). COUNTY and CONTRACTOR are collectively referred to as the "Parties" and individually as the "Party".

RECITALS

WHEREAS, the COUNTY entered into a contract under Grant Agreement No. 19-10330 with the California Department of Public Health (CDPH) to subcontract with partners based on their capacity to implement policy, systems and environmental change interventions required in Riverside County's Integrate Work Plan; and

WHEREAS, the CONTRACTOR, has been designated, by COUNTY, to conduct nutrition education interventions to eligible families as described in the original scope of work using funds from Grant Agreement No. 19-10330 between the COUNTY and CDPH; and

WHEREAS, the Parties entered into that certain Subcontract Agreement for CalFresh Healthy Living Programs on February 11, 2020, and effective as of October 1,2019 through September 30, 2022 ("Subcontract Agreement"); and

WHEREAS, the Parties entered into that certain First Amendment to the Subcontract Agreement to increase the maximum contract amount on September 28, 2021 and effective as of February 1, 2021; and

WHEREAS, CDPH has increased the total aggregate amount of available funds for Grant Agreement 19-10330 to allow the COUNTY to continue services with CONTRACTOR; and

WHEREAS, the Parties now desire to extend the period of performance of the Subcontract Agreement and amend Exhibit B, Budget.

NOW, THEREFORE, in consideration of the foregoing, and the promises and mutual covenants and conditions hereinafter set forth, the Parties hereby do agree as follows:

1. **Recitals**. The recitals set forth above are true and correct and incorporated herein by this reference.

JAN 10 2023 3.34

2. **Period of Performance**. Section II is deleted in its entirety and replaced with the following:

"The term of this Subcontract Agreement is the period within which the project responsibilities of this agreement shall be performed. The term commences on October 1, 2019 and continues through September 30, 2023, unless terminated earlier, as specified in Section X, Modification and Termination."

3. **Compensation.** Section III is deleted in its entirety and replaced with the following:

"In consideration of the services provided by the COUNTY, CONTRACTOR shall receive compensation for services set forth in Exhibit A, Scope of Work, and Exhibit B, Budget, the aggregate amount, not to exceed five hundred fifty-eight thousand dollars (\$558,000) including all expenses."

- 4. **Exhibit B.** Exhibit B, Budget is hereby updated to include "FFY 2022 CalFresh Health Living Budget," Attached hereto and incorporated by this reference.
- 5. Effective Date. This Amendment No. 2 shall be effective as of October 1, 2022
- 6. **Miscellaneous.** All other terms and conditions of the Agreement not modified herein shall remain unchanged.
- 7. **Counterparts.** This Amendment No. 2 may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.
- 8. Electronic Signatures. Each Party to this Amendment No. 2 agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Amendment No. 2. The Parties further agree that the electronic signatures of the Parties included in this Amendment No. 2. Are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

[SIGNATURES FOLLOWING NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment No. 2.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

KEVIN JEFFRIES

CHAIR, BOARD OF SUPERVISORS

Board of Supervisors

Dated: 01/10/2023

ATTEST: KIMBERLY A. RECTOR

Clerk of the Board

By. ju

APPROVED AS TO FORM:

Minh C. Tran County Counsel

Esen Sainz

Deputy County Counsel

DESERT RECREATION
FOUNDATION, a California nonprofit
corporation

Modain

Barb Adir

Assistant General Manager

Dated: 11/30/2022

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment No. 2.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

DESERT RECREATION DISTRICT

By:	By: Darladair
,	Barb Adair
Board of Supervisors	Assistant General Manager
Dated:	Dated:
ATTEST: Clerk of the Board By: Deputy	
APPROVED AS TO FORM: Minh C. Tran County Counsel	
By: Esen Sainz Deputy County Counsel	

Budget Name	Budget Agency	Budget Type	Contract Number	Budget Number	Budget Date	Modified Date	FFY 2022 Carry-In Amount	FFY 2023 Award Amount	FFY 2023 Total Budget Amount
Desert Recreation District	Riverside County	LIA Sub		2023-2-*-*-2345	3/30/2022 1:49:16 PM	7/22/2022 1:14:11 PM	\$0.00	\$156,000.00	\$156,000.00

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Row#	Expenses	FFY 2022 Carry- In Budget	FFY 2023 Budget	FFY 2022 Carry- In and FFY 2023 Budget Total	Justification for Greater than 5 % Difference from FFY 2023 Budget
1	1) Salaries/Benefits	\$0.00	\$153,402.82	\$153,402.82	
2	2) Travel	\$0.00	\$1,540.69	\$1,540.69	
3	3) Non-Capital Equipment/Supplies	\$0.00	\$410.13	\$410.13	
4	4) Materials	\$0.00	\$646.36	\$646.36	
5	5) Building/Space	\$0.00	\$0.00	\$0.00	
6	6) Maintenance	\$0.00	\$0.00	\$0.00	
7	7) Equipment and Other Capital Expenditures	\$0.00	\$0.00	\$0.00	
8	8) Contracts/Sub-Grants/ Agreements	\$0.00	\$0.00	\$0.00	
9	9) Total Direct Costs	\$0.00	\$156,000.00	\$156,000.00	
10	10) Indirect Cost Rate	\$0.00	\$0.00	\$0.00	
Х	Total Federal Funds	\$0.00	\$156,000.00	\$156,000.00	

x	Position Title	Staff Name	The state of the s	Time Spent on Direct Delivery		Annual Salary	Total Funded Salary	Benefit Rate	Total Funded Benefits	Total Admin. Costs	Total Funded Salary and Benefits	FFY 2022 Carry- In Amount	FFY 2023 Award Amount
1	Project Coordinator	Tatiana Hinkle	10.00%	90.00%	0.110	\$85,868.34	\$9,445.52	40.000%	\$3,778.21	\$1,322.37	\$13,223.72	\$0.00	\$13,223.72
2	Park Activation Specialist	Beatrice Padilla	15.00%	85.00%	1.000	\$49,877.89	\$49,877.89	38.000%	\$18,953.60	\$10,324.72	\$68,831.49	\$0.00	\$68,831.49
3	Project Coordinator	Karina Rodriguez	5.00%	95.00%	0.060	\$68,757.22	\$4,125.43	40.000%	\$1,650.17	\$288.78	\$5,775.61	\$0.00	\$5,775.61
4	Park Activation Specialist	TBD	15.00%	85.00%	1.000	\$47,515.94	\$47,515.94	38.000%	\$18,056.06	\$9,835.80	\$65,572.00	\$0.00	\$65,572.00
Х			11.25%	88.75%	2.170		\$110,964.78	172	\$42,438.04	\$21,771.68	\$153,402.82	\$0.00	\$153,402.82

Row #	Position Name and Title	Presenter?	Travel Title	Travel Location	Description and Justification	Trips	FTE	Days	Nights	Per Diem	Lodging	Air	Miles	Mileage Rate	Registration Fee	Other	Total	FFY 2022 Carry- In Amount	FFY 2023 Award Amount
1	Tatiana Hinkle: Project Coordinator Beatrice Padilla: Park Activation Specialist Karina Rodriguez: Project Coordinator TBD: Park Activation Specialist	No	Local Travel	Local Travel	Mileage/Carpool for SOW: may include Coalition/promising practice events, training, meetings, site visits, events, local conferences. Designated attendees determined by meetings, site visits and any training topics.	87.789	2.170	0.000	0.000	\$0.00	\$0.00	\$0.00	30	\$0.585	\$0.00	\$0.00	\$1,540.69	\$0.00	\$1,540.69
X			2														\$1,540.69	\$0.00	\$1,540.69

Row #	Position Name and Title	Presenter?	Travel Title	Travel Location	Description and Justification	Trips	FTE	Days	Nights	Per Diem	Lodging	Air	Miles	Mileage Rate	Registration Fee	Other	Total	FFY 2022 Carry-in	FFY 2023 AV	ward
×		117						_									\$0.00	\$0.00	\$0.00	

Row #	Budget Item	Description and Justificaion	FTE	Cost Per Item	# of Items	Total	FFY 2022 Carry-In Amount	FFY 2023 Award Amount
1	Office Supplies	Pens, notepads, paper clips, staples, tape, markers, folders, binders, highlighters, dividers, sheet protectors and miscellaneous items.	2.17	\$18.90	10	\$410.13	\$0.00	\$410.13
Х					5	\$410.13	\$0.00	\$410.13

Row#	Budget Item	Position Name and Title	Description and Justification	FTE	Cost Per Item	# of Items	Total	FFY 2022 Carry-In Amount	FFY 2023 Award Amount
X							\$0.00	\$0.00	\$0.00

Row#	Budget Item	Description and Justification	Cost Per Item	# of Items	Total	FFY 2022 Carry-In Amount	FFY 2023 Award Amount
1	Printing and Duplication Materials	Paper for printing flyers, activity worksheets, etc.	\$46.36	1	\$46.36	\$0.00	\$46.36
2	Physical Activity Materials	Purchase NEOP approved physical materials	\$12.00	50	\$600.00	\$0.00	\$600.00
Х					\$646.36	\$0.00	\$646.36

Row#	Building Type	Location Name	Address	Calculation Description	FTE	Cost Per Month	# of Months	Total	FFY 2022 Carry- In Amount	FFY 2023 Award Amount
X					M			\$0.00	\$0.00	\$0.00

Row#	Maintenance Type	Location Name	Address	Calculation Description	FTE	Cost Per Month	# of Months	Total	FFY 2022 Carry- In Amount	FFY 2023 Award Amount
Х								\$0.00	\$0.00	\$0.00

Row#	Budget Item	Description and Justification	FTE	Cost Per Item	# of Items	Misc.	Total	FFY 2022 Carry- In Amount	FFY 2023 Award Amount
X							\$0.00	\$0.00	\$0.00

Row#	Organization Name	Description of Services	Total Grant	FFY 2022 Carry-In Amount	FFY 2023 Award Amount
Х			\$0.00	\$0.00	\$0.00

Row#	Organization Name	Description of Services	Total Grant	FFY 2022 Carry-In Amount	FFY 2023 Award Amount
Х			\$0.00	\$0.00	\$0.00

Row#	Budget Option	Direct Cost Categories	Indirect Cost Rate	Calculation Method	Total Admin./Program Amount	Total	FFY 2022 Carry-In Amount	FFY 2023 Award Amount
Х					\$0.00	\$0.00	\$0.00	\$0.00