

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



ITEM: 3.33
(ID # 21127)

MEETING DATE:
Tuesday, February 28, 2023

FROM : RUHS-PUBLIC HEALTH:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM – PUBLIC HEALTH: Ratify and Approve the Amendment to the Subcontract Agreement with Riverside Unified School District for the CalFresh Healthy Living Program to extend the period of performance for one year through September 30, 2023. District 1. [Total Amended Aggregate Amount \$540,000 – 100% Federal]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve Amendment No. 2 to the Subcontract Agreement with Riverside Unified School District for the CalFresh Healthy Living Program to increase the amount by \$140,000 for a total aggregate amount of \$540,000, and to extend the period of performance for one year through September 30, 2023;
2. Authorize the Chair of the Board to sign the 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, 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


Kim Saruwatari, Director of Public Health 2/15/2023

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, and Gutierrez
Nays: None
Absent: Perez
Date: February 28, 2023
xc: RUHS-PH

Kimberly Rector
Clerk of the Board

By: 
Deputy

**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	\$98,000	\$42,000	\$140,000	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 100% Federal			Budget Adjustment: No	
			For Fiscal Year: 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 Residents and Businesses:

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.

Additional Fiscal Information

The table below outlines how the funds will be distributed to Riverside Unified School District over the additional period of one year and the funding allocation for the county budget fiscal years.

County Fiscal Year		Grant Fiscal Year	
Year	Amount	Year	Amount
2022/2023	\$98,000	2022/2023	\$140,000
2023/2024	\$42,000	2023/2024	\$0
Total	\$140,000	Total	\$140,000

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

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.

On February 4, 2020, Agenda Item 3.9 was approved by the Board of Supervisors to approve the Subcontract Agreement with the Riverside Unified School District to implement the Supplemental Nutrition Assistance Program Education as part of the CalFresh Healthy Living Program. On September 28, 2021, Agenda Item 3.16 was approved by the Board of Supervisors to amend the Subcontract Agreement with Riverside Unified School District to increase the maximum contract amount.

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 Subcontract Agreement with Riverside USD


Douglas Cardonez Jr. 2/21/2023


Gregg Gu, Chief Deputy County Counsel 2/15/2023

AMENDMENT NO. 2 TO THE SUBCONTRACT AGREEMENT FOR
CALFRESH HEALTHY LIVING PROGRAM BETWEEN COUNTY OF RIVERSIDE AND
RIVERSIDE UNIFIED SCHOOL DISTRICT

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:	\$400,000
Amended Maximum Contract Amount	\$540,000 (An increase of \$140,000)
Contract ID:	20-028

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 Riverside Unified School District ("DISTRICT"). COUNTY and DISTRICT 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 DISTRICT, 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 entered into on February 4, 2020 and effective as of October 1, 2019 through September 30, 2022; and

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

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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 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, DISTRICT 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 forty thousand dollars (\$540,000) 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

RIVERSIDE UNIFIED SCHOOL DISTRICT

By: 

By: Chenchira Jane Jumnongsilp

Chair, Kevin Jeffries

Chenchira Jane Jumnongsilp

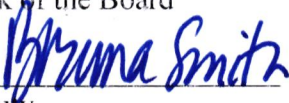
Board of Supervisors

Director of Purchasing

Dated: 2/28/23

Dated: Jan 20, 2023

ATTEST:
Kimberly Rector
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: Esen Sainz
Esen Sainz
Deputy County Counsel

FFY 2023 CalFresh Healthy Living Budget

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
Riverside Unified School District	Riverside County	LIA Sub		2023-2-*-*-2344	3/30/2022 1:49:13 PM	7/22/2022 1:12:56 PM	\$0.00	\$140,000.00	\$140,000.00

FFY 2023 CalFresh Healthy Living Budget

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	\$120,106.64	\$120,106.64	
2	2) Travel	\$0.00	\$2,942.53	\$2,942.53	
3	3) Non-Capital Equipment/Supplies	\$0.00	\$2,779.20	\$2,779.20	
4	4) Materials	\$0.00	\$10,076.00	\$10,076.00	
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	\$135,904.37	\$135,904.37	
10	10) Indirect Cost Rate	\$0.00	\$4,095.64	\$4,095.64	
X	Total Federal Funds	\$0.00	\$140,000.00	\$140,000.00	

FFY 2023 CalFresh Healthy Living Budget

X	Position Title	Staff Name	Time Spent on Mgmt./Admin	Time Spent on Direct Delivery	FTE 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	Project Coordinator	Ginko Leuder	10.00%	90.00%	0.750	\$80,760.00	\$60,570.00	49.135%	\$29,761.07	\$9,033.11	\$90,331.07	\$0.00	\$90,331.07
2	Nutritionist/Nutrition Educator/Nutrition Aide	Pilar M. Nguyen	0.00%	100.00%	0.500	\$35,606.06	\$17,803.03	11.500%	\$2,047.35	\$0.00	\$19,850.38	\$0.00	\$19,850.38
3	Nutritionist/Nutrition Educator/Nutrition Aide	Sub- TBD	0.00%	100.00%	0.250	\$35,606.06	\$8,901.52	11.500%	\$1,023.67	\$0.00	\$9,925.19	\$0.00	\$9,925.19
X			3.33%	96.67%	1.500		\$67,274.55		\$32,832.09	\$9,033.11	\$120,106.64	\$0.00	\$120,106.64

FFY 2023 CalFresh Healthy Living Budget

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	Ginko Leader - Project Coordinator Pilar M. Nguyen - Nutritionist/Nutrition Educator/Nutrition Aide Sub- TBD : Nutritionist/Nutrition Educator/Nutrition Aide	No	All Positions/All Staff Local Travel	Local Travel	Mileage/Carpool for SOW; may include Coalition/promising practice events, trainings, meetings, site visits, events, local conferences, airport travel, etc., designated attendees determined by meetings, site visits and any training topics	167.666	1.500	0.000	0.000	\$0.00	\$0.00	\$0.00	30	\$0.585	\$0.00	\$0.00	\$2,942.53	\$0.00	\$2,942.53
X																	\$2,942.53	\$0.00	\$2,942.53

FFY 2023 CalFresh Healthy Living Budget

Row #	Position Name and Title	Presenter?	Travel Title	Travel Location	Description and Justification	Trip	PTC	Days	Nights	Per Diem	Lodging	Air	Miles	Mileage Rate	Registration Fee	Other	Total	FFY 2022 Carry In	FFY 2023 Award
X																	\$0.00	\$0.00	\$0.00

FFY 2023 CalFresh Healthy Living Budget

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	Papers, folders, binders, staplers, clips, pens, storage boxes, shelving, ink cartridges: Black & Color, headsets, etc.	1.50	\$42.20	24	\$1,519.20	\$0.00	\$1,519.20
2	Ergonomic Equipment	Sit-to-Stand desk, ergonomic chair, etc.	1.50	\$33.33	20	\$999.90	\$0.00	\$999.90
3	Event Supplies	Event Supplies include: Emcee, portable bluetooth speaker, tablecloth, banner, etc.	1.50	\$8.67	20	\$260.10	\$0.00	\$260.10
X						\$2,779.20	\$0.00	\$2,779.20

FFY 2023 CalFresh Healthy Living Budget

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

FFY 2023 CalFresh Healthy Living Budget

Row #	Budget Item	Description and Justification	Cost Per Item	# of Items	Total	FFY 2022 Carry-In Amount	FFY 2023 Award Amount
1	Food Demonstration Materials	Food for class taste testing and food demonstrations: Ingredients of CalFresh Healthy Living approved recipes.	\$0.70	1,000	\$700.00	\$0.00	\$700.00
2	Food Preparation Materials	Supplies for classes and food demonstrations: small plates, forks, napkins, serving bowls, serving spoons, etc.	\$0.20	1,500	\$300.00	\$0.00	\$300.00
3	Printing and Duplication Materials	Paper for printing flyers, IOE surveys, worksheets, etc.	\$12.15	200	\$2,430.00	\$0.00	\$2,430.00
4	Permits	Employees must have a current Food Handler Certificate for handling/preparing food for food demos. Ginko Lueder and Pilar Nguyen	\$27.00	2	\$54.00	\$0.00	\$54.00
5	Physical Activity Materials	Purchase NEOP approved physical activity materials	\$34.62	100	\$3,462.00	\$0.00	\$3,462.00
6	Garden Materials	Soil, seeds, irrigation, etc.	\$25.30	100	\$2,530.00	\$0.00	\$2,530.00
7	Stencil/ Structured Physical Activity Materials	Stencil Materials include paint, brushes/rollers, painting trays, painters tape, tarps/plastic, other playground stencil project materials	\$12.00	50	\$600.00	\$0.00	\$600.00
X					\$10,076.00	\$0.00	\$10,076.00

FFY 2023 CalFresh Healthy Living Budget

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

FFY 2023 CalFresh Healthy Living Budget

Row #	Maintenance 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

FFY 2023 CalFresh Healthy Living Budget

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

FFY 2023 CalFresh Healthy Living Budget

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

FFY 2023 CalFresh Healthy Living Budget

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

FFY 2023 CalFresh Healthy Living Budget

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
1	Manual Entry		3.410%	3.41% of salaries and benefits	\$120,106.64	\$4,095.64	\$0.00	\$4,095.64
X					\$120,106.64	\$4,095.64	\$0.00	\$4,095.64