

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



**ITEM: 3.49
(ID # 24625)**

MEETING DATE:
Tuesday, April 30, 2024

FROM : RUHS-PUBLIC HEALTH:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM – PUBLIC HEALTH: Approve the Sub-Grant Contract Agreement with the National WIC Association for the AHEAD 2.0 Strengthening and Diversifying the WIC Workforce (RD) Sub-Grant, for the Period of Performance Effective Upon Signature through November 30, 2024. All Districts. [Total aggregate amount of \$7,725; up to \$773 in additional funding – 100% Local]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Sub-Grant Contract Agreement with the National WIC Association for the AHEAD 2.0 Strengthening and Diversifying the WIC Workforce (RD) Sub-Grant for a total aggregate amount of \$7,725 for the period of performance effective upon signature through November 30, 2024;
2. Authorize the Chair of the Board to sign the Sub-Grant Contract Agreement on behalf of the County; and
3. Authorize the Director of Public Health or designee, based on the availability of fiscal funding and approved as to form by County Counsel to: (a) sign all reports, certifications, forms, and subsequent amendments to the Sub-Grant Contract Agreement that exercise the options of the Agreement, including modifications of the statement of work that stay within the intent of the Agreement; and (b) sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the total aggregate amount in additional funding.

ACTION:A-30, Consent, Policy


Kim Saruwatari, Director of Public Health 4/23/2024

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Gutierrez 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: None
Absent: None
Date: April 30, 2024
xc: RUHS-PH

Kimberly A. 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	\$5,794	\$1,931	\$7,725	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 100% Local			Budget Adjustment: No	
			For Fiscal Year: 23/24 – 24/25	

C.E.O. RECOMMENDATION: [CEO use]

BACKGROUND:

Summary

The National Women, Infants, and Children (WIC) Association will support WIC participants and staff to be successful in the program and to support the strengthening and diversification of the WIC staff and lactation support services.

RUHS-PH on behalf of WIC, will utilize and/or disperse the sub-grant to fund programs to assist their State and/or Local Agency WIC staff to complete the requirements needed to apply and sit for the Registered Dietitian exam in 2023 or 2024. The funds will allow for the pre-purchase and purchase of courses, continuing education credits, examination fees, study guides and other study-related resources and tools, and professional memberships and for no other purposes.

Impact on Residents and Businesses

Riverside County is the 4th largest county in California and the 10th largest in the U.S., with 7,303 square miles representing health disparities and rural communities. International Board-Certified Lactation (IBCLC) with diverse backgrounds are needed to support WIC families as well as California Department of Public Health’s (CDPH) mission for a diverse workforce. Having culturally diverse IBCLC’s to connect with these moms with support by the funding from this subgrant can help Riverside County WIC grow our culturally diverse employees to improve breastfeeding rates for our participants of color. Riverside County’s mission is in line with the National WIC Association’s mission for health equity. Reaching and serving the pool of marginalized participants of color to support and promote breastfeeding is one key public health initiative our agency seeks to achieve.

RUHS-PH’s WIC Program was awarded the Gold WIC Breastfeeding Award of Excellence for Exemplary Breastfeeding Support and Practice by USDA in 2021. For the past fifteen (15) years, Riverside County (Agency 315) has been noted nationally for their outstanding peer counseling programs as well as being instrumental in growing IBCLCs. In December 2023, fifty-nine (59) students graduated from Grow Your Own IBCLC (GOO) nationwide.

The grant allowed twenty-four (24) experienced WIC Staff, who are GOO graduates, to take the IBCLC exam. With this grant, these staff would also be enrolled in the CDPH IBCLC review course starting in 2024. The financial cost has been a hardship and barrier for many of our WIC staff. RUHS-PH’s standard is to support IBCLC staff with their continuing education units

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(CEUs) and re-certification. Having twenty-four (24) new IBCLC's would benefit our WIC sites countywide, as well as the communities they support. Our current IBCLC staff are instructors at GOO and support our Loving Support 24-hours, seven days per week helpline.

Additional Fiscal Information

This is a new funding source and does not require any county matching funds. There is no impact to County General Funds. The table below outlines how the funds are expected to be distributed over the period of performance and the funding allocation for the county budget fiscal years.

County Fiscal Year	FY 23/24	FY 24/25	Total Aggregate Amount
Budget Amount	\$ 5,794	\$ 1,931	\$ 7,725

ATTACHMENTS:

ATTACHMENT A: Sub-Grant Contract Agreement with the National WIC Association

ATTACHMENT B: Award Letter from the National WIC Association


Steven Atkeson 4/24/2024


Gregg Gu, Chief of Deputy County Counsel 4/24/2024

CLERK'S COPY

to Riverside County Clerk of the Board, Stop 1010

Post Office Box 1147, Riverside, Ca 92502-1147

Thank you.

SUB-GRANT CONTRACT AGREEMENT

This **SUB-GRANT CONTRACT AGREEMENT** ("Agreement"), is effective as of the date of last signature ("Effective Date") by and between **National WIC Association**, a District of Columbia nonprofit corporation ("Grantor"), with offices located at 1099 14th Street, Suite 510, Washington DC 20005 ("NWA"), and **County of Riverside**, a political subdivision of the state of California on behalf of its **Department of Public Health WIC Agency 315**, with offices located at 4065 County Circle Drive Riverside, CA 92503 ("Subrecipient").

WHEREAS, NWA has entered into a contract of agreement with the Walmart Foundation ("Grantor") with a final execution date of December 31, 2024 ("Grant Agreement") set forth in Attachment 1 under which Grantor grants NWA an award for the principal purpose of strengthening and diversifying the WIC program's network of Registered Dietitians (RDs) and International Board Certified Lactation Consultants (IBCLCs) for the purpose of not solely training individuals to provide vital nutrition and breastfeeding education and support, but to ensure WIC professionals are diverse and reflective of the communities they serve ("Project"); and

WHEREAS, NWA desires to engage Subrecipient to provide Services (defined below) in connection with the Project; and

NOW THEREFORE, in consideration of the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby mutually agree as follows.

1. Term. This Agreement is effective as of the Effective Date and shall continue thereafter in full force and effect through November 30, 2024 (the "Term"). The Term of this Agreement shall be extended only by the mutual agreement between NWA and Subrecipient, which agreement shall be set forth in writing, and signed by each party to this Agreement. The Services shall begin upon execution ("Effective date").

2. Services. Subrecipient shall be responsible for utilizing and/or dispersing the sub-grant to fund programs to assist their State and/or Local Agency WIC staff to complete the requirements needed to apply and sit for the Registered Dietitian exam in 2023 or 2024, with funds permitted to be utilized: (i) for providing those services set forth on Exhibit A (the "Work Plan"), attached hereto and fully incorporated herein all in accordance with the terms and conditions of this Agreement, including but not limited to the Grant Agreement (collectively the "Services"), (ii) the development, implementation and evaluation of a comprehensive education plan, (iii) the pre-purchase and purchase of courses, continuing education credits, examination fees, study guides and other study-related resources and tools, and professional memberships, and (iv) project reporting (as described in more detail in Section 4), and for no other purposes (collectively, the "Permitted Activities"). Subrecipient agrees to undertake the Permitted Activities in accordance with the Grant Agreement, instructions of NWA, and any delivery deadlines and requirements set forth in the Work Plan. The Permitted Activities will be performed on a non-exclusive, no material interference basis throughout the Term. Subrecipient acknowledges and agrees that time is of the essence with respect to the completion of all Deliverables, including all Permitted Activities performed hereunder. As between NWA and Subrecipient, no changes may be made to the nature or scope of the Deliverables, Permitted Activities or Project without the express written consent of NWA.

APR 30 2024

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3. Compensation/Use of Funds. Provided that Subrecipient is not in breach hereunder, as full and complete consideration for Subrecipient undertaking the Permitted Activities under this Agreement, NWA agrees to pay to Subrecipient a maximum of **Seven Thousand Seven Hundred Twenty Five U.S. Dollars (\$7,725.00 USD)** (the "Compensation") during the Term of this Agreement, payable within thirty (30) days of full execution of this Agreement. The Compensation must be used only for the Permitted Activities provided hereunder during the Term, in accordance with the terms and conditions of this Agreement, including but not limited to the Work Plan and the Grant Agreement. The Compensation shall be used for all expenses related to the Permitted Activities, including costs of college-level course fees, nutrition-specific continuing education credits, conferences, textbooks, professional association memberships, RD examination fees, and any other expenses necessary for successful completion of the Services. Subrecipient shall expend the Compensation in accordance with the Budget which is included as Exhibit B, and fully incorporated herein, and shall notify NWA of any requests to reallocate the Budget, with the approval or denial of such a request being granted or withheld in the sole discretion of NWA. Subrecipient is responsible for any overages in connection with the Permitted Activities beyond the Compensation. For the avoidance of doubt, none of the Compensation may be used for providing a grant to an individual for travel, study, or similar purpose within the meaning of Section 4945(d)(3) of the Internal Revenue Code; campaigning for someone to be elected; carrying on propaganda or otherwise attempt to influence legislation within the meaning of Section 4945(d)(1) of the Internal Revenue Code; influencing the outcome of any specific public election or carrying on, directly or indirectly, any voter registration drive within the meaning of Section 4945(d)(2) of the Internal Revenue Code; supporting for-profit activities; and/or lobbying for any purposes. Any portion of the Compensation not used in accordance with this Agreement will be promptly returned to NWA before the expiration or termination of the Term. NWA shall have the right to modify the Compensation in the event Subrecipient underspends. Subrecipient shall remit residual funds to NWA via electronic transfer (preferred method) or check.

4. Monitoring and Reporting Performance. Subrecipient will provide the following reports to NWA or NWA's designee:

(a) Monthly-Implementation Programmatic and Financial Report: Subrecipient shall provide a detailed programmatic and financial report to NWA, monthly on or before the 5th business day after the previous month's end (the "Monthly Report"). The Monthly Report shall detail the portion of the Compensation expended up until that point, with a line-by-line breakdown of each expenditure and a breakdown which details how such expenditures compare to the Budget. Subrecipient shall maintain copies of all employee invoices and receipts or detailed documentation of other expenses related to the ongoing and/or completed Permitted Activities. Such support documentation shall be attached to the Monthly Report. The Monthly Report shall also detail qualitative and quantitative information on the monthly progress towards achieving the Project targets and objectives, as of the date of submission.

(b) Final Implementation Programmatic and Financial Report: Within fifteen (15) days of expiration, repayment, or termination of this Agreement, Subrecipient shall submit to NWA a final implementation programmatic and financial report (the "Final Report"). At a minimum,

the Final Report shall include actual expenditures as of the date of the Final Report against the approved line item of the Budget in addition to (i) a statement of progress made toward the achievement of originally stated aims and any problems or obstacles encountered in the effort to achieve the Project purposes; (ii) description of results (positive or negative) considered significant; (iii) list of publications resulting from the project, with plans, if any, for further publication, and (v) RD examination results.

5. Books, Records, Access, Audit. Subrecipient shall maintain and show the Compensation separately on its book of account and shall keep and maintain books and records with respect to the Services rendered hereunder in such form and manner as is consistent with accounting standards and any requirements of NWA, including as required by Grantor in the Grant Agreement. Subrecipient shall retain all records and other supporting documents relating to this Agreement for four (4) years after the Agreement's termination or expiration date. NWA and/or its designated entity shall have the right to audit Subrecipient's books related to the Project or

Permitted Activities during the Term and the one-year period thereafter provided that NWA gives Subrecipient reasonable notice of such request and that any such audit is conducted during Subrecipient's regular business hours and at the sole expense of NWA. Further, at the expense of NWA and/or its designated entity, NWA and/or its designated entity may monitor and conduct an evaluation of Subrecipient's operations under the Agreement, which may include visits to observe Subrecipient's procedures and operations and to discuss the same with Subrecipient's personnel.

6. Independent Contractor Status. It is the express intention of the parties to this Agreement that the Subrecipient shall not be treated as an employee, agent, partner, or owner of NWA. Nothing in this Agreement shall be interpreted or construed as creating or establishing an employment relationship between NWA and Subrecipient.

7. Ownership. The parties acknowledge and agree that NWA shall own all right, title and interest in and to anything created by or on behalf of Subrecipient while undertaking the Permitted Activities, and any results and proceeds thereof, including but not limited to any research and Deliverables provided hereunder (collectively, the "Works"), and all trademarks, copyrights and moral rights (and extensions and renewals thereof) therein, and shall have the exclusive right in perpetuity to use, exploit, advertise, exhibit, and otherwise turn to account all of the foregoing in all media, whether now known or unknown, throughout the universe, in all languages. Any materials written or contributed by Subrecipient or any other third party pursuant to this Agreement are intended by Subrecipient and NWA to be a "work-made-for-hire" pursuant to Section 201 of Title 17 of the United States Code. In the event such materials are found not to be works-made-for-hire, then Subrecipient hereby irrevocably grants, assigns, and transfers to NWA, free and clear of all claims for royalties or other compensation except as may be expressly set forth herein, all rights, including all copyrights and copyright renewals, extensions and revivals, with respect to the Works, and any part thereof, exclusively and perpetually, throughout the universe, in all media, now or hereafter known. In the event of termination, suspension, or expiration, NWA shall retain ownership of all development materials in the Works.

8. Approvals and Controls. All Permitted Activities shall be completed in accordance with and subject to the requirements determined by NWA. NWA will collaborate with Subrecipient in good faith in connection with the performance of all Services and the development and implementation of all Permitted Activities under this Agreement.

9. Confidentiality/Proprietary Information. The provisions of this Section 9 shall survive the termination of this Agreement regardless of the cause of or reason for such termination. Subrecipient shall not issue any press release or engage in public promotion concerning the Project, NWA, Grantor or Subrecipient's undertaking of the Permitted Activities hereunder without consulting NWA prior to such action

(i) .

10. Subrecipient's Representations, Warranties and Covenants. Subrecipient hereby warrants and represents that:

(a) Subrecipient is free to enter into and to perform fully this Agreement, and has full right, power, and authority to enter into this Agreement, and there is no agreement, obligation or other

encumbrance to which Subrecipient is a party or to which Subrecipient is bound which conflicts with the provisions of this Agreement;

(b) Subrecipient shall undertake all Permitted Activities , and any Works shall be produced, in accordance with all applicable laws, statutes, ordinances, rules, regulations and requirements of all governmental agencies and regulatory bodies, both domestic and foreign, having jurisdiction with respect to Subrecipient's activities under this Agreement;

(c) Subrecipient's Works shall be original and not infringe upon any intellectual property or any other right of any other person, and have not previously been published;

(d) Subrecipient has obtained and will maintain at all times during the Term of Subrecipient's undertaking of Permitted Activities hereunder any and all work permits, immigration clearances and other clearances necessary to enable Subrecipient to undertake the Permitted Activities hereunder;

(e) Subrecipient is familiar with operating a state or local WIC Agency and conducting activities to enhance the WIC participant experience;

(f) Subrecipient has the capacity to manage programmatic and fiscal responsibilities for the Agreement, troubleshoot any logistical issues within its agency related to contracting and wiring funds, and attend a mandatory training that may require traveling out of state;

(g) Subrecipient has experience collaborating with public health partners in a coalition or workgroup to improve community health, if applicable to the promising practices pursued for this project;

(h) Subrecipient shall conduct any research in compliance with the ethical standards and the criteria for approval and conduct of research set for in United States Department of Health and Human Services policy for the protection of human research subjects (45 C.F.R. Part 46 and related guidance, as amended from time to time) and all other federal and state laws applicable to any research project. Such requirements may include, but are not limited to, obtaining and maintaining institutional review board (IRB) approval, when applicable, and obtaining informed consent of participating research subjects; and

(i) Subrecipient shall comply with all applicable federal and state statutes and regulations regarding the privacy and security of such information including, but not limited to, the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. Section 201 et seq., as amended, and its applicable implementing regulations, 45 C.F.R. Part 164 (HIPAA). Any health information reported to the Grantor will be de-identified within the meaning of the HIPAA privacy rule or will be consistent with the research subject's signed HIPAA authorization or will be otherwise permissible under law.

11. NWA's Representations and Warranties. NWA hereby warrants and represents that:

(a) NWA is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization, and this Agreement has been duly authorized and constitutes the

legally valid and binding obligation of NWA, enforceable against NWA in accordance with its terms;

(b) the consent of no other person or entity is necessary for NWA to enter into and fully perform this Agreement; and

(c) there is no matter, litigation, tax claim, proceeding or dispute pending or threatened against or affecting NWA or its property, the determination of which would materially impair NWA's ability to perform its obligations hereunder.

12. LIMITATION OF LIABILITY. IN NO EVENT SHALL NWA BE LIABLE CONCERNING THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION (WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE), FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, RELIANCE, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUES OR PROFITS. THESE LIMITATIONS ARE INDEPENDENT FROM ALL OTHER PROVISIONS OF THIS AGREEMENT AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF ANY REMEDY PROVIDED HEREIN.

13. Suspension and Termination.

(a) This Agreement may be suspended or terminated at any time:

(i) By mutual written agreement of NWA and Subrecipient; or

(ii) By NWA if any representation or warranty of Subrecipient shall be inaccurate or breached; if Subrecipient shall have breached any of the covenants set forth in this Agreement or failed to perform the obligations hereunder, as amended from time to time; if in NWA's sole judgment, Subrecipient becomes unable to carry out the purposes of the grant and ceases to be an appropriate means of accomplishing the purposes of the grant.

(b) The suspension or termination of this Agreement shall not affect the exclusive ownership by NWA of the results and proceeds of Subrecipient's Permitted Activities hereunder, or alter any of the rights, licenses or privileges of NWA in connection therewith. If this Agreement shall be suspended or terminated under any of the provisions herein contained, then Subrecipient and NWA shall each be relieved of any further obligations hereunder (or in the event of suspension, until NWA lifts the suspension), with the exception of any final reports to be completed by Subrecipient as may be required by NWA. Further, in the event of termination of

this Agreement, Subrecipient agrees to cooperate with NWA to facilitate a transition of the Works completed as of the date of termination to NWA, as determined by NWA in its sole discretion. Termination also shall not affect any other rights or remedies that either party may have at law or in equity.

14. No Obligation to Use. NWA shall have no obligation to use any of the results of Subrecipient's Permitted Activities or any proceeds thereof, or to exercise any of the rights granted to NWA hereunder.

15. Changed Circumstances; Regulatory Action. Subrecipient shall promptly notify NWA in writing if there is any change in circumstances that might affect Subrecipient's ability to carry out the terms of this Agreement; Subrecipient undergoes a merger, division or other corporate reorganization; Subrecipient becomes subject to a proceeding under the Bankruptcy Code or other law relating to insolvency or makes an assignment for the benefit of creditors; Subrecipient becomes subject to an investigation or proceeding brought by the Attorney General or any other regulatory agency; or Subrecipient receives notice of any litigation or other legal action relating to the Agreement or is served with a subpoena or other legal process seeking to compel production of or obtain access to any data related to the Compensation. In the event that, due to the actions of Grantor, the Compensation is no longer available, the Grant Agreement is terminated, amended or otherwise altered in such a way that effects this Agreement and the terms hereof, or any other change in circumstance makes NWA's performance of this Agreement unduly burdensome, impossible, or otherwise causes the Compensation to become unavailable, NWA shall be permitted to terminate this Agreement, and shall have no further obligations to Subrecipient, except for those terms of this Agreement which survive termination of this Agreement.

16. Force Majeure. If the activities of the Project are hampered, interrupted, or prevented due to an event of force majeure, including, without limitation, an Act of God, war (whether declared or undeclared), riot, civil commotion, fire, casualty, strike (including a strike by the members of any guild or labor union), boycott, labor dispute, act of any federal, state or local authority, or for any other similar or dissimilar reason beyond NWA's reasonable control, NWA shall have the right to suspend this Agreement, including all payment obligations hereunder, while such event continues (and for such period after its abatement as may be required to resume the activities under the Project). In the event of a force majeure continues for a period of two (2) months, NWA may elect to terminate this Agreement.

17. Remedies. NWA and Subrecipient expressly understand and agree that if NWA breaches this Agreement, the damage, if any, caused to Subrecipient thereby will not be irreparable or otherwise sufficient to entitle Subrecipient to injunctive or other equitable relief. The rights and remedies available to Subrecipient in any such event shall be strictly limited to the right, if any, to recover damages in an action at law, as specified hereinabove, and Subrecipient shall not be entitled by reason of any such breach to restrain NWA's exercise of any of NWA's rights hereunder, to enjoin NWA's use of any work product, or to restrain the development, production, release, broadcast, distribution, advertisement, exploitation or other use of any deliverables or any materials produced in connection with the Project or any print and advertising materials.

18. Non-exclusivity. Subrecipient's Services with respect to the Agreement are non-exclusive. NWA may enter into contracts with other parties in connection with the Project.

19. No Waiver. No waiver by either party of any breach of this Agreement and no failure by either party to exercise any right granted to such party herein shall constitute a waiver of such breach or of such right, nor shall it constitute a waiver of any other breach of, or rights granted in, this Agreement.

20. Further Assurances. Each party hereto shall, at the request of the other party hereto, from time to time, execute and deliver such further instruments and other documents (consistent with the terms and conditions hereof), as may be reasonably necessary to further evidence, perfect, maintain, effectuate or defend any and all of the respective rights and obligations of the parties hereto. Subrecipient agrees to execute such further documents as NWA may require in order to effectuate the purposes and intents of this Agreement.

21. Assignment. This Agreement, at the election of NWA, shall inure to the benefit of NWA's administrators, successors, assigns, licensees, grantees, and associated, affiliated and subsidiary companies, and Subrecipient agrees that NWA and any subsequent assignee may freely assign this Agreement and grant its rights hereunder, in whole or in part, to any person, firm or corporation. This Agreement may be assignable by Subrecipient only with the prior written consent of NWA.

22. Third-Party Beneficiary. NWA and Subrecipient agree that Grantor is an intended third-party beneficiary of this Agreement and shall be entitled to enforce any and all obligations of Subrecipient as if it were a party to this Agreement.

23. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California, County of Riverside applicable to contracts executed and to be fully performed therein, without giving effect to any law that would cause the laws of any jurisdiction other than the State of California to be applied.

24. Dispute Resolution.

The parties will attempt to settle any claim or controversy between the parties arising out of or relating to any Project through consultation and good faith negotiation. However, after thirty (30) days of good faith negotiations, either party may by written notice demand that any dispute between the parties arising out of or relating to a Project.

25. Notices. Any notices required to be given hereunder by any party hereto shall be in writing and may be affected either by personal delivery in writing or by certified mail, facsimile transmission or email communication to such party as follows:

If the notice is to NWA:

National WIC Association
1099 14th Street, Suite 510E

Washington DC 20005
Attention: Georgia Machell

with a courtesy copy to:

**Riley Safer Holmes & Cancila
LLP** 121 W. Washington Street,
Suite 402 Ann Arbor, Michigan
48104 Attention: George Ryan
Holton gholton@rshc-law.com

If the notice is to Subrecipient:

County of Riverside Department of Public Health WIC Agency 315
4065 County Circle Drive Riverside, CA 92503
Telephone: 951-358-5311
Email: ghoxter@ruhealth.org
Attention: CEO

All notices and other communications given in accordance with the provisions of this Agreement shall be deemed to have been given and received when delivered by hand or transmitted by facsimile or email (with acknowledgment received), or three (3) business days after the same are sent by certified or registered mail, postage prepaid, return receipt requested or one (1) business day after the same are sent by a reliable overnight courier service, with acknowledgment of receipt.

26. Entire Agreement. This Agreement, (a) contains the complete and exclusive statement of the terms and conditions of the Agreement and supersedes all prior agreements and understandings, oral or written, with respect to the subject matter hereof and (b) may not be changed orally but only by a writing signed by each of the parties hereto.

27. Binding Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and each of their respective permitted successors and permitted assigns.

28. Headings. The heading references herein are for convenience purposes only, do not constitute a part of this Agreement and shall not be deemed to govern, limit, modify or otherwise affect any of the provisions hereof.

29. Severability. The provisions of this Agreement shall be deemed severable and if any provision hereof shall be held invalid and unenforceable by any court of competent jurisdiction or as a result of future legislative action, the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof, so long as the remaining provisions, taken together, are sufficient to carry out the overall intentions of the parties hereto as evidenced hereby.

30. Counterparts. This Agreement may be executed by facsimile (including by scanned PDF copy) in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, it being understood that both parties need not sign the same counterpart.

31. Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Agreement 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 Agreement. The parties further agree that the electronic signatures of the parties 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. 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.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the Effective Date.

NATIONAL WIC ASSOCIATION

By: _____
Georgia Mitchell
President & CEO

Dated: _____

**COUNTY OF RIVERSIDE,
DEPARTMENT OF PUBLIC HEALTH
WIC Agency 315**

By: Chuck Washington
Chuck Washington, Chair
Board of Supervisors

Dated: 4/30/2024

ATTEST:
Kimberly Rector
Clerk of the Board

By: Naomy Li, Deputy

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

By: Esen Sainz

Esen Sainz
Deputy County Counsel

ATTACHMENT 1
APPROVED BUDGET

County of Riverside Department of Public Health WIC Agency 315
AHEAD 2.0: Strengthening and Diversifying the WIC Workforce Project

PROJECT DATE: February 2024 to November 30, 2024

AHEAD 2.0 RD/RDN Subgrant Budget and Budget Narrative		
Name of State or Local WIC Agency	Riverside	
Sub-grant Period	February 2024 to November 2024	
Contact Person Name & Title		
Total Award Amount	\$7,725.00	
	From	To
Reporting Period:		
<i>Additional lines or fields may be added or removed as needed.</i>		
Expense category	Approved Amount	Actual Expenses for Reporting Period
Professional Development		
Jessica Cruz		
AND membership	\$58.00	
CDR registration	\$70.00	
Katie Horton		
AND membership	\$58.00	
CDR registration	\$70.00	
Kevin Luna		
AND membership	\$58.00	
CDR registration	\$70.00	
Veronica Nwaigwe		
AND membership	\$58.00	
CDR registration	\$70.00	
Ani Oganessian		

	AND membership	\$259.00	
	CDR registration	\$70.00	
Kanale Rodrigues			
	AND membership	\$58.00	
	CDR registration	\$70.00	
Emily Mendez			
	AND membership	\$58.00	
Eliza Gonzalez			
	AND membership	\$58.00	
	TOTAL	\$1,085.00	
Supplies			
Jessica Cruz			
	RD exam fee	\$200.00	
	RD flash cards	\$96.00	
	Eatright prep	\$199.00	
	Inman's Review	\$385.00	
Katie Horton			
	RD exam fee	\$200.00	
	RD flash cards	\$96.00	
	Eatright prep	\$199.00	
	Inman's Review	\$385.00	
Kevin Luna			
	RD exam fee	\$200.00	
	RD flash cards	\$96.00	
	Eatright prep	\$199.00	
	Inman's Review	\$385.00	
Veronica Nwaigwe			
	RD exam fee	\$200.00	
	RD flash cards	\$96.00	
	Eatright prep	\$199.00	
	Inman's Review	\$385.00	
Ani Oganessian			
	RD exam fee	\$200.00	
	RD flash cards	\$96.00	
	Eatright prep	\$199.00	
	Inman's Review	\$385.00	
Kanale Rodrigues			
	RD exam fee	\$200.00	

<i>RD flash cards</i>	\$96.00	
<i>Eatright prep</i>	\$199.00	
<i>Inman's Review</i>	\$385.00	
Emily Mendez		
<i>RD flash cards</i>	\$96.00	
<i>Eatright prep</i>	\$199.00	
<i>Inman's Review</i>	\$385.00	
Eliza Gonzalez		
<i>RD flash cards</i>	\$96.00	
<i>Eatright prep</i>	\$199.00	
<i>Inman's Review</i>	\$385.00	
TOTAL	\$6,640.00	
Total Awarded by NWA:	\$7,725.00	

Applicants are required to prepare and submit a separate Budget Narrative description on Submittable - text only, 500 words max.

Prepared by:		
Project Title:		
Signature:		
Date:		

Riverside Detailed Work Plan

	<u>Staff</u> Jessica Cruz Katie Horton Kevin Luna Veronica Nwaigwe Ani Oganessian Kanale Rodrigues Emily Mendez Eliza Gonzalez	2024			
		Q 1	Q 2	Q 3	Q 4
Activity	Persons Responsible	Feb-Mar 2024	Apr-Jun 2024	Jul-Sep 2024	Oct-Nov 2024
<i>Study for RD exam</i>	Jessica Cruz	X			
<i>Apply for RD exam</i>	Jessica Cruz		X		
<i>Take RD exam</i>	Jessica Cruz			X	
<i>Study for the RD exam</i>	Katie Horton	X			
<i>Apply for the RD exam</i>	Katie Horton		X		
<i>Take RD exam</i>	Katie Horton			X	
<i>Study for RD Exam</i>	Kevin Luna	X	X		

<i>Apply for Exam</i>	Kevin Luna			X	
<i>Take RD Exam</i>	Kevin Luna				X
<i>Enroll in e-RD-2b program. Study review course and flashcards.</i>	Veronica Nwaigwe	X			
<i>Study review course and flashcards. Schedule RD exam (2 months out for scheduling)</i>	Veronica Nwaigwe	X			
<i>Study review course and flashcards again for RD exam if needed</i>	Veronica Nwaigwe		X	X	
<i>Take RD exam</i>	Veronica Nwaigwe				X
<i>Study for RD exam</i>	Ani Oganesyanyan	X			
<i>Take RD exam</i>	Ani Oganesyanyan		X		
<i>Study for RD exam</i>	Kanale Rodrigues	X	X		
<i>Apply for RD exam</i>	Kanale Rodrigues		X	X	
<i>Take RD exam</i>	Kanale Rodrigues				X

<i>Study for RD exam</i>	Emily Mendez	X	X	X	X
<i>Study for RD exam</i>	Eliza Gonzalez	X	X	X	X

National WIC Association

2001 S Street NW, Suite 580

Washington, DC 20009-1165



202 232 5492  202 387 5281

www.nwica.org

February 6, 2023

Dear County of Riverside Department of Public Health WIC,

Congratulations! On behalf of the National WIC Association (NWA), it is my pleasure to inform you that your Agency has been tentatively awarded an **AHEAD 2.0: Strengthening and Diversifying the WIC Workforce (RD) Sub-Grant** on behalf of County of Riverside Department of Public Health WIC in the amount of **\$\$7,408.00**.

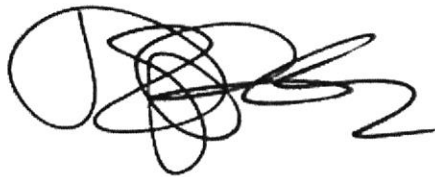
To ensure the smooth administration of the AHEAD 2.0: Strengthening and Diversifying the WIC Workforce (RD) Sub-Grant, I will soon be providing you with the following:

1. An AHEAD 2.0: Strengthening and Diversifying the WIC Workforce (RD) Sub-Grant *Agreement* outlining the general guidelines for administering the sub-grant with an updated budget if needed.
2. An AHEAD 2.0: Strengthening and Diversifying the WIC Workforce (RD) Sub-Grant *Vendor Form* and *W-9 Form* – used to request funds.
3. An AHEAD 2.0: Strengthening and Diversifying the WIC Workforce (RD) Sub-Grant *Final Report Form* to share your story with the Walmart Foundation upon the finalization of the project.
4. Please schedule a 30-minute meeting to discuss further the terms and conditions of the AHEAD 2.0: Strengthening and Diversifying the WIC Workforce (RD) Sub-Grant.

The National WIC Association is grateful for all you do to support WIC participants and staff to be successful and proud to support the strengthening and diversification of your WIC staff and lactation support services.

Thank you for your commitment to diversifying and strengthening the WIC Workforce!

Onward,



Darlana Birch
Senior Manager, Public Health Nutrition

National WIC Association

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Washington, DC 20009-1165



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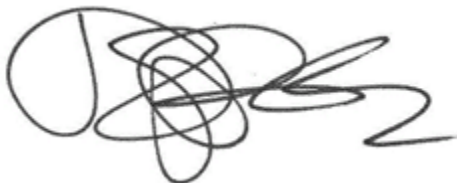
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Onward,



Darlena Birch
Senior Manager, Public Health Nutrition