

RESOLUTION No. 22-444

OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

RESOLUTION APPROVING EXECUTION OF AMENDMENT NO. 1 TO GRANT AGREEMENT NUMBER 19-10359 WITH THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH FOR FUNDING SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM EDUCATION (SNAP-ED) SERVICES (CFDA#10.561) WHICH INCREASES THE MAXIMUM AMOUNT FROM \$450,000 TO \$600,000 (AN INCREASE OF \$150,000) AND EXTENDS THE TERMINATION DATE TO SEPTEMBER 30, 2023 (RES. 19-437)

WHEREAS, California SNAP-Ed is federally funded by the United States Department of Agriculture (USDA) and administered at the state level by the California Department of Social Services (CDSS) and the California Department of Public Health's Nutrition Education and Obesity Prevention Branch; and

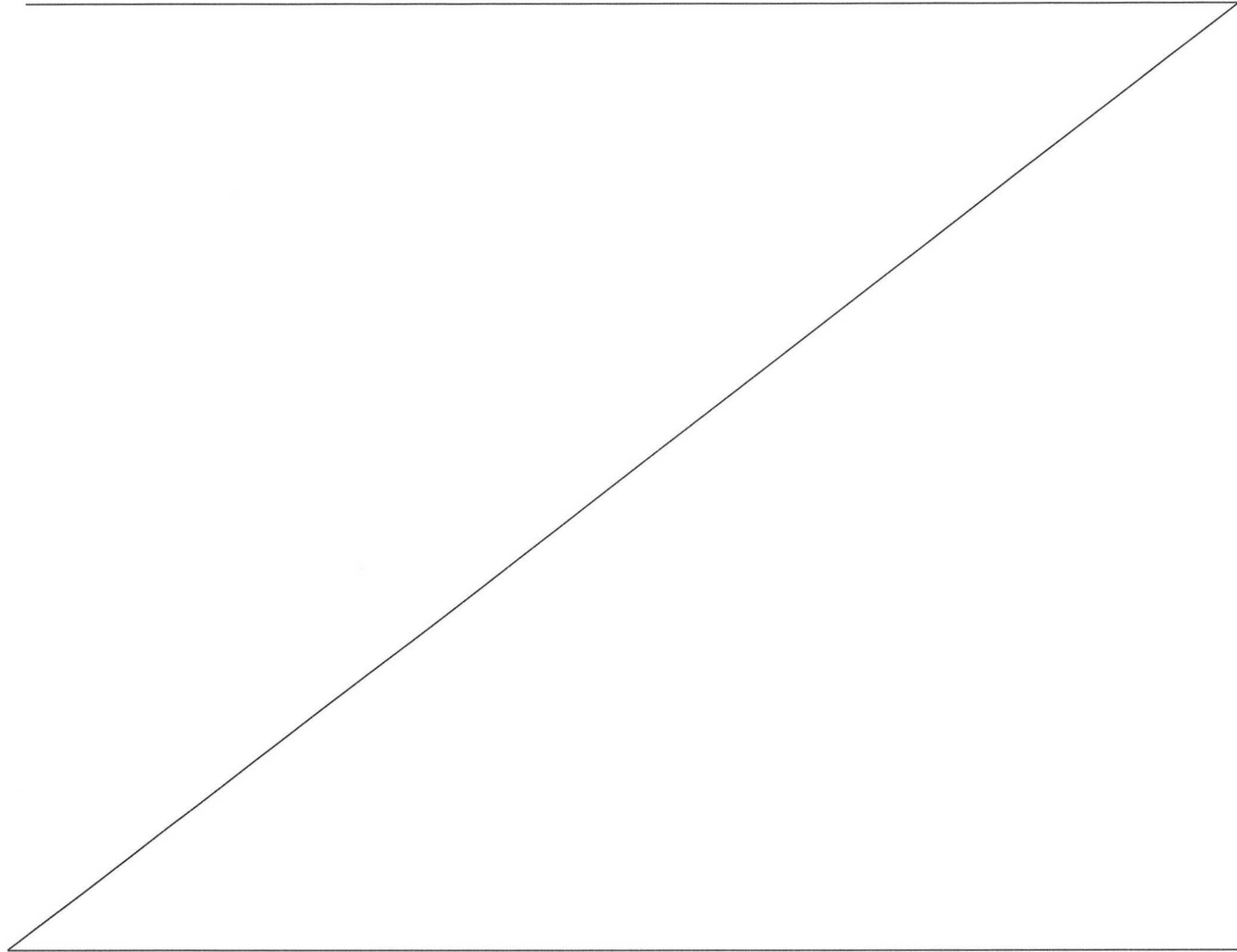
WHEREAS, the grant funding is provided to improve community nutrition education and carry out a set of nutritional activities that will serve local eligible low-income populations; and

WHEREAS, on August 13th, 2019, per Resolution 19-437, the Board of Supervisors approved Agreement No. 19-10359 the County's Public Health Department to receive continued funding in an amount not to exceed \$150,000 annually per Federal Fiscal Years including October 1, 2019 through September 30, 2022, for the Public Health's CalFresh Health Living Program; and

WHEREAS, the County is in receipt of Amendment No. 1 which increases the maximum amount from \$450,000 to \$600,000 (an increase of \$150,000) and extends the termination date to September 30, 2023.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the Board of Supervisors of the County of Nevada, State of California, approves the Amendment to Grant Agreement Number 19-10359 in substantially the form attached hereto, by and between the County of Nevada and California Department of Public Health pertaining to funding program activities that will assist eligible consumers to adopt healthy eating and physical activities to prevent obesity and develop healthy lifestyles for the term of October 1, 2019 through September 30, 2023, in an amount not to exceed \$150,000 annually per Federal Fiscal Year, and that the Chair of the Board of Supervisors be and is hereby authorized to execute the Grant Agreement on behalf of the County of Nevada.

Funds to be deposited into revenue account: 1589-40102-492-2761/446690



PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 23rd day of August, 2022, by the following vote of said Board:

- Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller and Susan K. Hoek.
- Noes: None.
- Absent: Hardy Bullock.
- Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER
Clerk of the Board of Supervisors

By: 


Susan K. Hoek, Chair

8/23/2022 cc: PH*
AC*(hold)

10/14/2022 cc: PH*
AC*(release)

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

Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter “Department”

TO

County of Nevada, hereinafter “Grantee”

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

AMENDED GRANT AGREEMENT NUMBER 19-10359 A01

The Department amends this Grant, and the Grantee accepts and agrees to use the Grant funds as follows:

AUTHORITY: The Department has authority to grant funds for the Project under Health and Safety Code (HSC), Section 131085(a)(b).

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

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

AMENDED GRANT AMOUNT: this amendment is to increase the grant by **\$150,000.00**. The maximum amount payable under this Grant Agreement shall not exceed ~~\$450,000.00~~ **\$600,000.00**.

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

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

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

California Department of Public Health Contract Manager	Grantee: County of Nevada
Name: Kimmy Casjens	Name: Toby Guevin, Program Manager
Address: 1616 Capitol Avenue Sacramento, CA 95814	Address: 500 Crown Point Circle, Suite 110 Grass Valley, CA 95945
Phone: 916-449-5456	Phone: 530-265-1717
Fax: N/A	Fax: N/A
E-mail: Kimmy.casjens@cdph.ca.gov	E-mail: toby.guevin@co.nevada.ca.us

Direct all inquiries to:

California Department of Public Health, Project Officer	Grantee: County of Nevada
Attention: Mimi Kmetz	Attention: Toby Guevin, Program Manager
Address: 1616 Capitol Avenue Sacramento, CA 95814	Address: 500 Crown Point Circle, Suite 110 Grass Valley, CA 95945
Phone: 916-449-5428	Phone: 530-265-1717
Fax: N/A	Fax: N/A
E-mail: Mimi.kmetz@cdph.ca.gov	E-mail: toby.guevin@co.nevada.ca.us

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

Remittance Address
Grantee: Nevada County Public Health Dept.
Attention "Accounting":
Address: 500 Crown Point Circle, Suite 110 Grass Valley, CA 95945
Phone: 530-471-2415
Fax: N/A
E-mail: toby.guevin@co.nevada.ca.us

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

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

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

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

Executed By:

Date: 09/07/2022

Susan Hoek

Susan Hoek (Sep 7, 2022 17:35 PDT)

Susan Hoek, Chair, Nevada County
Board of Supervisors
500 Crown Point Circle, Suite 110
Grass Valley, CA 95945

Date: 09/27/2022

Jeannie Galarpe

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

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

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

Kimmy Casjens, Contract Manager
California Department of Public Health
Nutrition Education and Obesity Prevention Branch
neopbfiscalrequest@cdph.ca.gov

- C. Invoices shall:

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

2. Budget Contingency Clause

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

3. Prompt Payment Clause

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

4. Amounts Payable

- A. The amounts payable under this Grant shall not exceed ~~\$450,000.00~~ **\$600,000.00**.

Exhibit B
Budget Detail and Payment Provisions

- B. Payment allocations shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are fulfilled and/or goods are received.

5. Timely Submission of Final Invoice

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

6. Travel and Per Diem Reimbursement

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