



# RESOLUTION No. 21-461

## OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA

**RESOLUTION APPROVING EXECUTION OF AMENDMENT NO. 02 TO AGREEMENT NO. 17-10710 WITH THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH FOR ADDITIONAL FUNDING TO IMPLEMENT THE COUNTY'S LOCAL ORAL HEALTH PROGRAM FOR THE TERM OF SEPTEMBER 1, 2021, THROUGH JUNE 30, 2022, IN THE TOTAL MAXIMUM AMOUNT OF \$825,345 (AN INCREASE OF \$30,000) AND AUTHORIZING AND DIRECTING THE AUDITOR-CONTROLLER TO AMEND THE PUBLIC HEALTH DEPARTMENT'S BUDGET FOR FISCAL YEAR 2021/22 (4/5 AFFIRMATIVE VOTE REQUIRED)**

WHEREAS, in November 2016, California voters approved the passage of Proposition 56, the California Healthcare, Research and Prevention Tobacco Tax Act of 2016 (Prop 56); and

WHEREAS, on January 9th, 2018, per Resolution 18-007, the Nevada County Board of Supervisors authorized the Nevada County Public Health Department to receive grant funding pursuant to Prop 56 by the California Department of Public Health (CDPH) to create a Local Oral Health Program (LOHP); and

WHEREAS, on August 13th, 2019, per Resolution 19-434, the Nevada County Board of Supervisors authorized Amendment No. 01 to change the name of the grantee from "Nevada County Public Health Department" to "County of Nevada" and revise Exhibit B, 4, A, Amounts Payable, to include a lump sum total.; and

WHEREAS, the goal of the LOHP is to create and expand capacity at the local level to educate, prevent, and provide linkages to treatment programs; and

WHEREAS, this goal shall be achieved by funding activities that support demonstrated oral health needs, and prioritizing underserved areas and populations; and

WHEREAS, the County is in receipt of Amendment No. 02 to the Agreement which increases the total to include \$30,000 for the purchase of school-based oral health equipment.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California, that the Amendment No. 02 to Agreement No. 17-10710 by and between the County and the California Department of Public Health for funding to implement the County's Local Oral Health Program for the term of January 1, 2018 through June 30, 2022, in the total maximum amount of \$825,345, be and hereby is approved in substantially the form attached hereto and that the Director of Public Health be and is hereby authorized to execute the Amendment on behalf of the County of Nevada

BE IT FURTHER RESOLVED the Auditor-Controller is authorized and directed to amend the Public Health Department's Budget for Fiscal Year 21/22 as follows:

Fiscal Year 2021/22

Revenue	1589-40102-492-2831 / 445200	\$30,000
Expenditure	1589-40102-492-2831 / 521520	\$30,000

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a regular meeting of said Board, held on the 9th day of November, 2021, by the following vote of said Board:

Ayes: Supervisors Heidi Hall, Edward Scofield, Dan Miller, Susan K. Hoek and Hardy Bullock.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By: 

  
\_\_\_\_\_  
Dan Miller, Chair

11/9/2021 cc: PH\*  
AC\*

**CALIFORNIA ORAL HEALTH PROGRAM**  
**Local Oral Health Plan**  
**Awarded By**

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

**TO**

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

**Implementing the project, Nevada County Local Oral Health Program, hereinafter “Project”**

**AMENDED GRANT AGREEMENT NUMBER 17-10710, A02**

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, Section 104750 and 131085.

**PURPOSE FOR AMENDMENT:** The purpose of the Grant amendment is to:

Increase the Grant amount with County of Nevada by \$30,000.00 to reimburse the grantee accordingly to enhance current activities being performed that support in school-linked dental programs.

**Amendments** are shown as: Text additions are displayed in **bold and underline**. Text deletions are displayed as strike through text (i.e., ~~Strike~~).

**AMENDED GRANT AMOUNT:** ~~this amendment is to increase the grant by \$30,000.00 and~~ is amended to read: \$795,345.00 ~~(Seven Hundred and Ninety Five Thousand Three Hundred Forty Five dollars)~~ **\$825,345 (Eight Hundred and Twenty Five Thousand Three Hundred Forty Five Dollars)**

Exhibit B, BUDGET DETAIL AND PAYMENT PROVISIONS is hereby replaced in its entirety with Exhibit B, Budget Detail and Payment Provisions, A02.

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

California Department of Public Health	Grantee: County of Nevada
Name: <del>Kimberly-Steele</del> <b><u>Vinay Shukla</u></b> , Grant Manager	Name: <del>Liz-Matson, Program Manager</del> <b><u>Tara Crim Health Program Coordinator</u></b>
Address: 1616 Capitol Ave Ste 74.420, MS-7218	Address: 500 Crown Point Circle, Ste. 110

City, ZIP: Sacramento, CA 95814	City, ZIP: Grass Valley, CA 95945
Phone: (916) 445-8012 <u>382-4152</u>	Phone: 530-265-1717 <u>470-2561</u>
Fax: (916) 636-6678	Fax: 530-271-0837
E-mail: Kimberly.Steele <u>Vinay.Shukla@cdph.ca.gov</u>	E-mail: Liz.matson <u>Tara.Crim@co.nevada.ca.us</u>

Direct all inquiries to:

<b>California Department of Public Health, Office of Oral Health</b>	<b>Grantee: County of Nevada</b>
Attention: Kimberly Steele <u>Vinay Shukla</u>	Attention: Liz Matson, Program Manager <u>Tara Crim Health Program Coordinator</u>
Address: 1616 Capitol Avenue, Suite 74.420, MS-7218	Address: 500 Crown Point Circle, Ste. 110
City, Zip: Sacramento, CA 95814	City, Zip: Grass Valley, CA 95945
Phone: (916) 445-8012 <u>382-4152</u>	Phone: 530-265-1717 <u>470-2561</u>
Fax: (916) 636-6678	Fax: 530-271-0837
E-mail: Kimberly.Steele <u>Vinay.Shukla@cdph.ca.gov</u>	E-mail: Liz.matson <u>Tara.Crim@co.nevada.ca.us</u>

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

<b>Remittance Address</b>
<b>Grantee: County of Nevada</b>
Attention "Cashier":
Address: 500 Crown Point Circle, Suite 110
City, Zip: Grass Valley, CA 95945
Phone: 530-265-1717 <u>265-1450</u>
Fax: Not Applicable
E-Mail: Liz.matson <u>Tara.Crim@co.nevada.ca.us</u>

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 the agreement. 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 which can be requested through the CDPH Project Representatives for processing.

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: *Jill Blake*  
Jill Blake (Nov 15, 2021 12:45 PST)

~~Richard Anderson, Chair Nevada County Board  
of Supervisors~~ Jill Blake MPA

~~950 Maidu Avenue 500 Crown Point Circle,  
Ste. 110~~

~~Nevada City, CA 95959~~ Grass Valley CA,  
95945

Date: 11/16/2021

*Joseph Torrez*  
Kristy Lieu, Chief for Joseph Torrez

Contracts Management Unit  
California Department of Public Health  
1616 Capitol Avenue, Suite 74.317, MS 1802  
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 in triplicate not more frequently than monthly in arrears to:

Kimberly Steele  
California Department of Public Health  
Office of Oral Health  
MS 7218  
1616 Capitol Avenue, Suite 74.420  
P.O. Box 997377, Sacramento, CA 95899-7377

C. Invoices shall:

- 1) 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.
- 2) Bear the Grantee's name as shown on the Grant.
- 3) Identify the billing and/or performance period covered by the invoice.
- 4) 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.

**Exhibit B**  
Budget Detail and Payment Provisions

**4. Amounts Payable**

- A. The amounts payable under this Grant shall not exceed: ~~\$795,345-~~ \$825,345.00
- B. Payment allocations shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are fulfilled and/or goods are received.

**5. Timely Submission of Final Invoice**

- A. A final undisputed invoice shall be submitted for payment no more than ninety (90) 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 should 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 be at the rates currently in effect as established by the California Department of Human Resources (CalHR).