

**NAPA COUNTY AGREEMENT NO. 200128B
AMENDMENT NO. 3**

THIS AMENDMENT NO. 3 TO AGREEMENT NO. 200128B is effective as of this _____ day of _____ 2022, by and between NAPA COUNTY, a political subdivision of the State of California, hereinafter referred to as “COUNTY” and **INNOVATIVE HEALTH SOLUTIONS (formerly Healthy Cooking With Kids, Inc.)**, a California nonprofit corporation, hereinafter referred to as “CONTRACTOR.” COUNTY and CONTRACTOR may be referred to below collectively as “Parties” and individually as “Party.”

RECITALS

WHEREAS, as of October 1, 2019, COUNTY and CONTRACTOR entered into Napa County Agreement No. 200128B (hereinafter referred to as “Agreement”) for CONTRACTOR to provide project coordination and implementation of a California Department of Public Health grant scope of work, convene community partners to develop a Community Nutrition Action Plan, provide nutritional education to low income residents and coordinate a sugar-free beverages campaign; and

WHEREAS, as of October 1, 2019, the Parties amended the Agreement to increase the maximum amount payable for Federal Fiscal Year 2019-2020; modified Section 3--Specific Terms and Conditions 3.1(l) to revise the amount of Federal funding CONTRACTOR receives under this Agreement; and replaced Exhibit B with B-1 (Compensation) to include a revised budget of CONTRACTOR; and

WHEREAS, as of October 1, 2020, the Parties amended the Agreement to increase the maximum amount payable for Federal Fiscal Year 2020-2021; modify Section 3--Specific Terms and Conditions 3.1(l) to revise the amount of Federal funding CONTRACTOR received under this Agreement; and replaced Exhibit B and Exhibit B-1 with Exhibit B-2 (Compensation) to include a revised budget of CONTRACTOR; and

WHEREAS, as of the effective date of this Amendment No. 3, the Parties wish to amend the Agreement to revise Section 3—Specific Terms and Conditions 3.4 to add a provision for automatic renewal for up to one additional federal fiscal year, to increase the maximum amount payable for Federal Fiscal Year 2021-2022 and to add an amount payable for Federal Fiscal Year 2022-2023; modify Section 3—Specific Terms and Conditions 3.1(l) to revise the amount of Federal funding CONTRACTOR will receive under this Agreement; and replace Exhibit A with Exhibit A-1 (Scope of Work) and Exhibit B-2 with Exhibit B-3 (Compensation) to include a revised budget of CONTRACTOR.

TERMS

NOW THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties amend the Agreement as follows:

1. Section 3—Specific Term and Condition 3.4 is revised as follows:

The term of this Agreement shall be automatically renewed for an additional year at the end of each federal fiscal year, for a maximum of one additional federal fiscal year (the final renewal period concludes on September 30, 2023). Under the same terms and conditions, unless terminated earlier in accordance with Paragraphs 2.9 (Termination for Cause, 2.10 (Termination for Convenience) or 2.23 (a) (Covenant of No Undisclosed Conflict). The federal fiscal year commences on October 1st and terminates on September 30th. The obligations of the Parties under Paragraphs 2.7 (Insurance) and 2.8 (Indemnification) shall continue in full force and effect after the expiration date or early termination in relation to acts or omissions occurring prior to such dates during the term of the Agreement, and the obligations of CONTRACTOR to COUNTY shall also continue after the expiration date or early termination in relation to the obligations prescribed by Paragraphs 2.15(Confidentiality), 2.20 (Taxes) and 2.21 (Access to Records/Retention).

2. The maximum amount of payment on Page 1 of the Agreement for Federal Fiscal Year 2021-2022 commencing October 1, 2021 through September 30, 2022, shall be **One Hundred Fifty-Seven Thousand and Two Hundred Thirty-Seven Dollars (\$157,237.00)** of which **Twenty-Three Thousand and Eight Hundred Eighty-Five Dollars (\$23,885.00)** is increased by virtue of this Amendment No. 3, provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and expenses actually incurred. The maximum amount of payment on Page 1 of the Agreement for Federal Fiscal Year 2022-2023 (October 1, 2022 through September 30, 2023) shall be **One Hundred Forty-Three Thousand and Three Hundred Eighty-Eight Dollars (\$143,388.00)** per fiscal year.

3. Section 3—Specific Term and Condition 3.1(l) is revised as follows:

[X] (1) Services have been determined by the Department Director, or may be determined at a later date, that CONTRACTOR is a subrecipient or pass-through entity and is therefore required to meet all of the requirements found in 2 C.F.R. § 200.331. (General Terms and Conditions 2.40 applies.) COUNTY shall notify CONTRACTOR in accordance with General Terms and Conditions Paragraph 2.13 (Notices), of any change in designation as a subrecipient, and any subsequent increase to the amount of Federal funding CONTRACTOR shall receive under the terms of this Agreement. CONTRACTOR shall be bound thereby upon receipt of notice.

Federal Listings Assistance (formerly CFDA) # 10.200

Amount of Federal Funding: \$143,352 for Federal Fiscal Year 2019-2020

Amount of Federal Funding: \$143,352 for Federal Fiscal Year 2020-2021

Amount of Federal Funding: \$157,237 for Federal Fiscal Year 2021-2022

Amount of Federal Funding: \$143,388 for Federal Fiscal Year 2022-2023

4. Exhibit A shall be replaced with “Exhibit A-1” attached hereto and incorporated by reference herein, and all references in the Agreement to Exhibit A shall refer to “Exhibit A-1” as of the effective date of this Amendment.
5. Exhibit B-2 shall be replaced with “Exhibit B-3” attached hereto and incorporated by reference herein, and all references in the Agreement to Exhibit B, B-1, and B-2 shall refer to “Exhibit B-3” as of the effective date of this Amendment.
6. Except as provided above, the terms and conditions of the Agreement shall remain in full force and in effect as originally approved and last amended.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 to Napa County Agreement No. 200128B as of the first date written above.

INNOVATIVE HEALTH SOLUTIONS

By Corinne L. Quinn
CORINNE L. QUINN,
Board President

By Norma Lisenko
NORMA LISENKO, Chief Financial Officer
"CONTRACTOR"

NAPA COUNTY, a political subdivision of
the State of California

By _____
RYAN GREGORY
Chair of the Board of Supervisors
"COUNTY"

APPROVED AS TO FORM Office of County Counsel By: <i>Corey S. Utsurogi</i> Date: <i>August 24, 2022</i>	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____
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EXHIBIT A-1
SCOPE OF WORK

**Innovative Health Solutions
CalFresh Healthy Living
Supplemental Nutrition Assistance Program Education Project**

I. Program Description

The overarching goal of the California NEOP SNAP-Ed project is to improve the likelihood that persons from low-income households will make healthy food choices and choose physically active lifestyles, in accordance with current Dietary Guidelines for Americans and Physical Activity Guidelines for Americans.

SNAP-Ed goals will be achieved via partnership between the Local Health Department (LHD), Area Agency on Aging (AAA), and Catholic Charities of California (CCC). Napa County Public Health will accomplish these goals via a subcontract with Innovative Health Solutions (CONTRACTOR) and will concentrate efforts on children and their families through qualified schools, early childhood education facilities, parks, and food assistance sites.

CONTRACTOR will promote nutrition education and physical activity via direct and indirect education activities. In addition, CONTRACTOR will collaborate with and provide technical assistance to various partners around the county to advance the implementation of and support for incorporating health equity initiatives related to food and open space access.

II. Program Activities

Target population/Setting: Children 4 years old and under/Early Childhood Education Facilities

ACTIVITY	FFY 2020	FFY 2021	FFY 2022	FFY 2023
Direct Education: Provide evidence-based nutrition education through train-the-trainer models for teachers and aides at ECE sites.		X	X	X
Assessments: PRE: Assess readiness, environment and	X	X	X	X

client-need of ECE sites in relation to nutrition standards. POST: Assess the environment in relation to ECE Nutrition standards and/or impact on youth.				
Community Engagement: Identify and cultivate relationships with at least 2 decision makers from 10 ECE administrative and/or direct service providers. Implement Playgrounds for Movement stencil kits.	X	X	X	X
Community Engagement: Identify and engage local ECE influencers consistently throughout planning, implementation, and maintenance of wellness policies within at least 2 ECE sites. Implement Playgrounds for Movement stencil kits.	X	X	X	X
Coordination and Collaboration: Identify, meet, and work with appropriate committees engaged in planning, implementation, and maintenance of nutrition standards in ECE settings; committees include, but are not limited to, The Healthy Bodies Coalition.	X	X	X	X
Indirect Education: Engage SNAP-Ed eligible population at least 5 ECE direct service centers using indirect education strategies, i.e. Harvest of the Month, Rethink Your Drink, and Potter the Otter, and channels, i.e. newsletters and flyers, to share healthy eating and active learning information.		X	X	X
Training and Technical Assistance:		X	X	X

Provide training and technical assistance to ECE leadership, staff, parents and partners to support recognition activities related to nutrition standards in ECE settings. Ensure the County/Public Health logo is present on materials advertising training and technical assistance.				
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Target Population: Setting: Adults, age 18-59/ Food Assistance Sites

ACTIVITY	FFY 2020	FFY 2021	FFY 2022	FFY 2023
Direct Education: Provide evidence-based nutrition education that promotes the purchase and consumption of healthy foods and beverages, as well as food resource management, at various venues at a minimum two qualifying sites.	X	X	X	X
Assessments: PRE: Conduct a pre-assessment to identify current policies, General Plan, timeline, process for updates, opportunities, and community priorities. Assess readiness goals related to food access and access to physical activity with the goal of inclusion in the next general plan update. POST: Conduct a post-assessment of the general plan policy language, as it relates to food access and to physical activity. Conduct a partnership engagement assessment for future mobilization and support.	X	X	X	X
Community Engagement: Identify and build relationships with key decision makers such as City/Town Council, Live Healthy Napa County, Napa Valley Unified School District, Napa Valley Office of Education, and Local Food Policy Councils (includes work with farmers, community gardens, and other healthy food resources).	X	X	X	X
Community Engagement: Incorporate local champions, community members', and parents' vision and high priority needs into the project planning through engagement in meetings, listening sessions, surveys, etc., when appropriate.	X	X	X	X

Coordination and Collaboration: Maintain relationships to advance the implementation of and increase support for incorporating health equity initiatives related to food access into General Plans by highlighting health threats of and benefits to food security and healthy food access using resources and other messaging strategies.	X	X	X	X
Coordination and Collaboration: Attend and work with appropriate committees, such as Live Healthy Napa County, the Local Food Policy Council, and others to provide sample policies and resources for improving food access.	X	X	X	X
Indirect Education: Communicate messages in alignment with healthy food procurement through appropriate channels such as adult education, communication, and distribution of materials to emergency food sites. Ensure County/Public Health logo is included on communications where possible.	X	X	X	X
Training and Technical Assistance: Support site initiatives and provide needed training and TA for projects, agreements, and systems for healthy produce access from local farms and school/community gardens.	X	X	X	X

Target Population/Setting: Adults 18-59, Parks and Open Spaces

ACTIVITY	FFY 2020	FFY 2021	FFY 2022	FFY 2023
Direct Education: Provide at minimum 2 six-week evidence-based physical activity workshops specific to the target population in conjunction with ParkRx initiatives. Provide PA demonstration materials at classes.		X	X	X
Assessment: PRE: Assess environment, opportunities, and community opinions for physical activity (PA) in community parks using observational and other data sources. Collect supporting data such as incidence of obesity, crime, chronic disease, injury, high needs, violence, disability, and poverty.	X	X	X	X

POST: Assess the environment in relation to Parks PA programming changes and/or client impact				
Community Engagement: Engage partners with common goals to leverage relationships, support and funding opportunities. Partners include Parks & Recreation staff, family resource centers, school/afterschool staff, transportation, and Public Health and community members to provide input to support efforts. Provide PA demonstration materials at events and classes.	X	X	X	X
Coordination and Collaboration: Engage Parks & Recreation, family resource centers, Public Health, and additional partners with common goals to advance the development of parks programming.	X	X	X	X
Indirect Education: Communicate through websites, community newsletters, and local newspaper where the focus of the promotion is a referral to parks for programming, services, and community cohesiveness. Create ParkRx promotional materials including new website to track community engagement data.	X	X	X	X
Training and Technical Assistance: Training of parks and recreation to identify and implement appropriate evidence-based PA programs in order to support sustainability.	X	X	X	X

Target Population/Setting: K-12 Schools

ACTIVITY	FFY 2020	FFY 2021	FFY 2022	FFY 2023
Assessment: PRE: Assess readiness, environment and client-need of school site and/or district in relation to nutrition standards as well as current site wellness policy and adherence to National School Lunch Program (NSLP), School Breakfast Program (SBP), Smart Snacks in Schools, Fresh Fruit and Vegetable Program, Afterschool Snacks, and state level nutrition requirements, if applicable. POST: Assess the environment in relation to nutrition standards and/or effect on the student body.	X	X	X	X

Community Engagement: Engage the Local School Wellness Committees, teachers, administrators, and parents consistently throughout the planning, implementation, and maintenance of nutrition standards district-wide and at minimum 2 Community Eligibility Provision schools.	X	X	X	X
Community Engagement: Identify key decision makers including school administrators, teachers, and parents to identify and resolve barriers to wellness policy implementation at a minimum 2 Community Eligibility Provision schools. Support Harvest of the Month taste and Farm to School community outreach materials.	X	X	X	X
Coordination and Collaboration: Establish, cultivate, and maintain relationships with the local school wellness committees, Master Gardeners, community-based organizations, teachers and parents to advance the development and implementation of edible gardens.	X	X	X	X
Coordination and Collaboration: Assist in developing, implementing, and monitoring the local school wellness action plan within 2 local school districts.	X	X	X	X
Indirect Education: Engage SNAP-Ed eligible population at the district and site level using indirect education strategies, i.e. Harvest of the Month and Rethink Your Drink, and channels, i.e. monthly newsletter and flyers, to share healthy eating and active learning information.	X	X	X	X
Training and Technical Assistance: Provide training and technical assistance to Napa Valley School Garden Network to support garden establishment and maintenance, e.g. providing technical assistance on how to acquire volunteers. Provide training and technical assistance to specific school sites implementing pieces of the wellness policy or action	X	X	X	X

plan, e.g. provide guidance on how to implement school wellness policy. Provide training & technical assistance (TA) to Local School Wellness Committees, teachers, administrators, and parents based on the local school wellness action plan, e.g. sit on multiple school committees as a means of providing guidance and assistance for reaching committee goals.				
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III. Additional Deliverables

CONTRACTOR will complete all CDPH-required work plan and budget adjustments, PEARS reporting, and other applicable evaluation activities.

CONTRACTOR will attend any relevant LHD forums and trainings provided by CDPH.

EXHIBIT B-3
COMPENSATION

Innovative Health Solutions
CalFresh healthy Living
Supplemental Nutrition Assistance Program Education Project

I. Compensation

CONTRACTOR shall be reimbursed for completion of the SNAP-Ed deliverables as described in Exhibit A-1. The CONTRACTOR must submit an invoice or claim form to the Grant Manager/PH Analyst until the contract maximum is reached. Invoices shall be submitted no less frequently than monthly. Compensation shall be based on the CONTRACTOR's actual cost, not to exceed the annual maximum operating budget amount in each fiscal year.

Federal Fiscal Year	Maximum Compensation
19/20	\$143,352
20/21	\$143,352
21/22	\$157,237
22/23	\$143,388

II. Fiscal Reporting

CONTRACTOR shall maintain an accurate record of all services provided and receipts for all items purchased. CONTRACTOR shall provide the COUNTY with a written statement itemizing all billable services provided. CONTRACTOR shall be entitled to compensation only for the deliverables described in Exhibit A.

Item	Annual Amount FFY 19-20
Salary and Benefits	\$121,903
Equipment/Supplies	\$2,363
Materials	\$2,800
Travel	\$3,495
Indirect Costs	\$12,790
TOTAL	\$143,352

Item	Annual Amount FFY 20-21
Salary and Benefits	\$121,903
Equipment/Supplies	\$2,364
Materials	\$2,800
Travel	\$3,495
Indirect Costs	\$12,790
TOTAL	\$ 143,352
Item	Annual Amount FFY 21-22
Salary and Benefits	\$129,220

Equipment/Supplies	\$607
Materials	\$11,806
Travel	\$2,682
Indirect Costs	\$12,922
TOTAL	\$157,237

Item	Annual Amount FFY 22-23
Salary and Benefits	\$129,220
Equipment/Supplies	\$304
Materials	\$427
Travel	\$515
Indirect Costs	\$12,922
TOTAL	\$143,388