

**AMENDMENT NO. 1  
TO STANDARD AGREEMENT  
BETWEEN COUNTY OF MONTEREY AND  
San Benito County**

**THIS AMENDMENT** is made to the STANDARD AGREEMENT for the provision of services in San Benito County that assist Supplemental Nutrition Assistance Program-Education (SNAP-ED) eligible consumers in adopting healthy eating and physical activity behaviors as part of a healthy lifestyle as requested by and between the **County of Monterey**, a political subdivision of the State of California (hereinafter referred to as "COUNTY") and **San Benito County** (hereinafter referred to as CONTRACTOR).

**WHEREAS**, the COUNTY and CONTRACTOR wish to amend the STANDARD AGREEMENT to extend the term of the STANDARD AGREEMENT and compensate the CONTRACTOR for the services.

**NOW THEREFORE**, the COUNTY and CONTRACTOR hereby agree to amend Agreement as follows:

1. **Section 2.01** is hereby amended and restated to read in its entirety as follows:

"County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A.1, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of **\$1,116,984.**

2. **Section 3.01** is hereby amended and restated to read in its entirety as follows:

"The term of this Agreement is from **October 1, 2013** to **September 30, 2019**, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement."

3. **Section 4.01** is hereby amended and restated to read in its entirety as follows:

"4.01. The following attached exhibits are incorporated and constitute a part of this Agreement:

**Exhibit A.1 Scope of Services/Payment Provisions**

4. **Exhibit A** shall be removed and replaced with **Exhibit A.1**.
5. Except as provided herein, all remaining terms, conditions and provisions of AGREEMENT are unchanged and unaffected by this AMENDMENT NO. 1, and shall remain in full force and effect as set forth in the AGREEMENT.
6. This AMENDMENT NO. 1 is effective September 1, 2016.

7. A copy of this AMENDMENT NO. 1 shall be attached to the original AGREEMENT executed by the COUNTY on January 31, 2014.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the County and CONTRACTOR execute this Amendment No. 1 to AGREEMENT as follows:

MONTEREY COUNTY

\_\_\_\_\_  
Mike Derr: Contracts/Purchasing Officer

Dated: \_\_\_\_\_

Approved as to Fiscal Provisions:

\_\_\_\_\_  
Gary Giboney, Auditor/Controller

Dated: 11/4/16

Approved as to Liability Provisions:

\_\_\_\_\_  
Steve Mauck, Risk Management

Dated: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Stacy Saetta, Deputy County Counsel

Dated: 11/14/2016

CONTRACTOR

By: \_\_\_\_\_  
Signature of Chair, President, or Vice-President

\_\_\_\_\_  
Jaime Delacruz  
Printed Name and Title

Dated: 9/27/16

By: \_\_\_\_\_  
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)\*

\_\_\_\_\_  
Mary Lou Andrade, TREASURER  
Printed Name and Title

Dated: 10-17-16

APPROVED AS TO LEGAL FORM  
SAN BENITO COUNTY COUNSEL

\_\_\_\_\_  
9-7-2016  
DEPUTY COUNTY COUNSEL DATE

\*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

**EXHIBIT A.1**  
**SCOPE OF SERVICES/PAYMENT PROVISIONS**

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**County of Monterey**  
**and**  
**San Benito County**

This Exhibit A.1 shall be incorporated by reference as part of Agreement attached hereto governing work to be performed under the attached referenced Agreement, the nature of the working relationship between the **County of Monterey**, a political subdivision of the State of California (hereinafter referred to as "COUNTY") and **San Benito County**, (hereinafter referred to as CONTRACTOR) and specific obligations of the CONTRACTOR.

**I. Scope of Services**

**BACKGROUND:**

Funded through the United States Department of Agriculture, the California Department of Public Health (CDPH) awarded to the County of Monterey on behalf of its Health Department a grant for the period of October 1, 2013 to September 30, 2019, in the amount of \$186,164 per year. The Nutrition Education Obesity Prevention grants purpose is to provide SNAP-Ed (Supplemental Nutrition Assistance Program-Education) allowable nutrition education and obesity prevention activities and interventions for low income Californians. CDPH asked the COUNTY") to be the lead agency and to subcontract with CONTRACTOR.

**Scope of Services (Deliverables):**

**CONTRACTOR shall provide the following:**

- A.** Compile data for and report quarterly on educational activities, completing all relevant components on the Activity Tracking Form (ATF):
  - 1. The number, SNAP-Ed status, age, gender, race/ethnicity of SNAP-Ed eligible individuals receiving what type of evidence based direct nutrition education and in what setting.
  - 2. The number of evidence based nutrition education and health promotion messages to address SNAP-Ed goals, at least half of which are "Half your Plate: Fruits and Vegetables" and "Rethink Your Drink".
  - 3. Community public relations events and community messages promoting healthy foods and beverages and physical activity in SNAP-Ed eligible census tracts and venues.
- B.** Implement an annual integrated work plan, describing evidence based nutrition education and obesity prevention and evaluation strategies to improve the health of the SNAP-Ed eligible population.
- C.** Eighteen hundred SNAP-Ed eligible individuals will receive evidence based direct nutrition education annually.
- D.** Provide fifteen nutrition education classes per year addressing SNAP-Ed goals.

- E. Attend four community events promoting nutrition education messages such as MyPlate, Rethink Your Drink, Make Half Your Plate Fruits and Veggies, Dietary Guidelines, or other NEOP allowable materials to SNAP-Ed eligible population.
- F. Attend a quarterly coalition and/or partnership meeting established with other USDA funded partners to address community nutrition issues, enhance the consistency of food and nutrition messaging and reaching consensus on how best to improve access to healthy foods, beverages and physical activity in the SNAP-Ed eligible communities.
- G. Report on Policy, Systems or Environmental change process, including reach, effectiveness, adoption, implementation and challenges overcome.
- H. Document all expenses incurred in a quarterly expense report with the ability to provide all back up documentation for one quarter's expenses in sufficient detail to Monterey County Health Department.
- I. Attend three to five NEOP-sponsored trainings, meetings or conferences annually.
- J. **California Department of Public Health (CDPH) Nutrition Education and Obesity Prevention (NEOP) Branch. The following Deliverables are CDPH's request that the COUNTY be the lead agency and subcontract with the CONTRACTOR.**

**Deliverables for Local Health Department Grants  
FY-2017-19**

**Overall State Level Goal and Focus**

The California SNAP-Ed goal is to improve the likelihood that persons eligible for SNAP-Ed will make healthy food and physical activity choices within a limited budget consistent with the current *Dietary Guidelines for Americans* and *Physical Activity Guidelines for Americans*.

California SNAP-Ed focuses on preventing nutrition and activity-related chronic diseases and improving food security among persons eligible for SNAP-Ed by:

- Providing information and education to promote food resource management, healthy eating, and a physically active lifestyle, and
- Creating supportive food and activity environments in collaboration with community partners in order to make healthy choices easier where people eat, live, learn, work, play, and shop.

**K. CONTRACTOR shall provide the following (Overall State Level Goals and Focus):**

**Behavioral Outcomes**

**Goal 1: Increase Consumption of Healthy Foods and Beverages and Decrease Consumption of Unhealthy Foods and Beverages**

- **Objective 1a:** Annually improve the dietary quality of meals and snacks consumed by the SNAP-Ed eligible population consistent with the current *Dietary Guidelines for Americans*.

- **Objective 1b:** Annually increase consumption of fruits and vegetables among the SNAP-Ed eligible population.
- **Objective 1c:** Annually decrease consumption of added sugar from food and beverages among the SNAP-Ed eligible population.

**Goal 2: Increase Physical Activity**

- **Objective 2:** Annually increase physical activity among the SNAP-Ed eligible population consistent with the current *Physical Activity Guidelines for Americans*.

**Goal 3: Improve Food Resource Management**

- **Objective 3a:** Annually improve resource management behaviors<sup>[1]</sup> among the SNAP-Ed eligible population.
- **Objective 3b:** Annually increase food security<sup>[2]</sup> among the SNAP-Ed eligible population.

**Physical & Social Environment Outcomes**

**Goal 4: Increase access to and/or appeal<sup>[3]</sup> of healthy dietary choices and decrease access to and/or appeal of unhealthy dietary choices where people eat, live, learn, work, play, or shop.**

- **Objective 4a:** Annually improve<sup>[4]</sup> food environments at SNAP-Ed eligible sites.
- **Objective 4b:** Annually improve the proportion of healthy to unhealthy food environments in SNAP-Ed eligible communities.

**Goal 5: Increase access to and/or appeal<sup>[3]</sup> of physical activity opportunities for SNAP-Ed eligible populations.**

- **Objective 5a:** Annually improve<sup>[4]</sup> environments and opportunities for physical activity at SNAP-Ed eligible sites.
- **Objective 5b:** Annually increase physical activity opportunities and improved environments community-wide in SNAP-Ed eligible communities.

<sup>1</sup> Behaviors, such as reading labels, shopping with a list and comparing prices to maximize use of limited resources to support a healthy diet.

<sup>2</sup> Defined as not running out of food at the end of the month.

<sup>3</sup> Defined as availability, affordability, appropriateness to priority population, variety, quality, and marketing strategies such as placement, point of decision prompts, healthy defaults, and promotion.

<sup>4</sup> Defined as a combination of introducing healthy changes at new sites and deepening or maintaining changes at existing sites.

**B. PAYMENT PROVISIONS**

CDPH funding for year one of this Agreement October 1, 2016 to September 30, 2017 is in the amount of \$184,164. It is anticipated that funding for years two and three will be the same.

- COUNTY will provide the scopes of services/budgets to CONTRACTOR for years two & three, once funding is determined by CDPH for those years. County shall pay for the performance of all things necessary for or incidental to the performance of work as set forth in the state's provided budget below.

- Both parties understand and agree that this Standard Agreement is made contingent upon availability of funds. If funds from the state or federal source are not obtained and continued at a level sufficient to allow for COUNTY'S continuation of these services.
- COUNTY may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the
- COUNTY may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

**C. ADDITIONAL FISCAL AND ADMINISTRATIVE GUIDELINES**

1. Fiscal and Administrative Guidelines Manual and any revisions thereto.  
<http://www.cdph.ca.gov/programs/cpns/Pages/FiscalandAdministrativeGuidelinesManual.aspx>
2. NEOPB Program Letters and any revisions thereto.  
<http://www.cdph.ca.gov/programs/cpns/Pages/ProgramLetters.aspx>
3. United States Department of Agriculture, Supplemental Nutrition Assistance Program Education (SNAP-Ed) Plan Guidance.  
<http://snap.nal.usda.gov/national-snap-ed/snap-ed-plan-guidance-and-templates>

**D. INVOICING AND PAYMENTS**

1. For services satisfactorily rendered, and upon receipt and approval of the invoices, the County agrees to compensate the Contractor in accordance with the above listed terms. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.
2. Invoices shall be submitted on a quarterly basis.
3. Invoices shall be submitted in duplicate to:

**Monterey County Health Department  
Nutrition Programs  
Attn: Niaomi Hrepich, Health Program Coordinator  
632 East Alisal Street  
Salinas, CA 93905  
(831) 796-2872**

4. Invoices shall:
  - i. Be prepared on Contractor letterhead. An authorized official, employee, or agent certifying that the expenditures claimed represent services performed under this contract must sign invoices.
  - ii. Bear the Contractor's name as shown on the agreement.
  - iii. Identify the billing and/or performance period covered by the invoice.
  - iv. Itemize costs for the billing period in the same detail as indicated in the scope of services in the agreement. Reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by the County of Monterey.

**E. EXPENSES/FISCAL DOCUMENTATION**

1. Invoices, received from Contractor and accepted and/or submitted for payment by the County, shall not be deemed evidence of allowable agreement costs.
2. Contractor shall maintain for review and audit and provide to County upon request, adequate documentation of all expenses claimed pursuant to this agreement to permit a determination of expense allowability.