

**AGREEMENT**

THIS AGREEMENT is made and entered into this 12<sup>th</sup> day of January, 2021, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and California State University, Fresno Foundation, a California non-profit corporation, whose address is 4910 N. Chestnut Avenue, Fresno, California 93726, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, COUNTY, through its Department of Public Health (Department), is in need of a qualified agency to provide Registered Dietician consultation services for its Nutrition Education and Obesity Prevention (NEOP) grant program; and

WHEREAS, the COUNTY has issued Request for Quotation (RFQ) No. 20-055 (referred to herein as COUNTY's Revised RFQ), for the above stated consultation services, which are on file and incorporated herein by this reference and made part of this agreement; and

WHEREAS, the COUNTY received no Proposals in response to the Revised RFQ; and

WHEREAS, CONTRACTOR, has the facilities, equipment and personnel skilled in the provision of providing Registered Dietician consultation services; and

WHEREAS, CONTRACTOR is qualified and is willing to provide such services, pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto agree as follows:

1. OBLIGATIONS OF THE CONTRACTOR

CONTRACTOR shall perform all services and fulfill all responsibilities identified in Exhibit A, Registered Dietician Consultation Services Quotation, attached hereto and by this reference incorporated herein.

2. TERM

The term of this Agreement shall commence on January 12, 2021 through and including September 30, 2021. This Agreement may be extended for two (2) additional twelve (12) month periods

1 upon written approval of both parties no later than thirty (30) days prior to the first day of the next twelve  
2 (12) month extension period. The Department of Public Health Director or his or her designee is authorized  
3 to execute such written approval on behalf of COUNTY based on CONTRACTOR'S satisfactory  
4 performance.

5 3. TERMINATION

6 A. Non-Allocation of Funds - The terms of this Agreement, and the services to be  
7 provided hereunder, are contingent on the approval of funds by the appropriating government agency.  
8 Should sufficient funds not be allocated, the services provided may be modified, or this Agreement  
9 terminated, at any time by giving the CONTRACTOR thirty (30) days advance written notice.

10 B. Breach of Contract - The COUNTY may immediately suspend or terminate this  
11 Agreement in whole or in part, where in the determination of the COUNTY there is:

- 12 1) An illegal or improper use of funds;
- 13 2) A failure to comply with any term of this Agreement;
- 14 3) A substantially incorrect or incomplete report submitted to the COUNTY;
- 15 4) Improperly performed service.

16 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any  
17 breach of this Agreement or any default which may then exist on the part of the CONTRACTOR.

18 Neither shall such payment impair or prejudice any remedy available to the COUNTY with respect to the  
19 breach or default. The COUNTY shall have the right to demand of the CONTRACTOR the repayment to  
20 the COUNTY of any funds disbursed to the CONTRACTOR under this Agreement, which in the judgment  
21 of the COUNTY were not expended in accordance with the terms of this Agreement. The CONTRACTOR  
22 shall promptly refund any such funds upon demand.

23 Without Cause - Under circumstances other than those set forth above, this Agreement may be  
24 terminated by COUNTY upon the giving of thirty (30) days advance written notice of an intention to  
25 terminate to CONTRACTOR.

26 4. COMPENSATION: COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees  
27 to receive maximum compensation as identified in Exhibit A, Registered Dietician Consultation Services  
28 Quotation, attached hereto and incorporated herein by this reference. In no event shall actual services

1 performed under this Agreement for the period beginning January 12, 2021 through and including  
2 September 30, 2021 be in excess of Thirteen Thousand Five Hundred Dollars and No/100 (\$13,500). In  
3 no event shall services performed under this Agreement for the first (1<sup>st</sup>) possible twelve (12) month  
4 extension period beginning October 1, 2021 through and including September 30, 2022 be in excess of  
5 Thirteen Thousand Five Hundred Dollars and No/100 (\$13,500). In no event shall actual services  
6 performed under this Agreement for the second (2<sup>nd</sup>) possible twelve (12) month extension period  
7 beginning October 1, 2022 through and including September 30, 2023 be in excess of Thirteen  
8 Thousand Five Hundred Dollars and No/100 (\$13,500). The maximum obligation of COUNTY under this  
9 agreement over the nine (9) month two (2) year term shall not be in excess of Forty Thousand Five  
10 Hundred and No/100 Dollars (\$40,500), in accordance with Exhibit A. It is understood that all expenses  
11 incidental to CONTRACTOR'S performance of services under this Agreement shall be borne by  
12 CONTRACTOR.

13 A. Payments by COUNTY shall be in arrears, for services provided during the  
14 preceding month, within forty-five (45) days after receipt and verification of CONTRACTOR's invoices by  
15 COUNTY's Department of Public Health. If CONTRACTOR should fail to comply with any provision  
16 of this Agreement, COUNTY shall be relieved of its obligation for further compensation.

17 B. COUNTY shall not be obligated to make any payments under this Agreement if  
18 the request for payment is received by the COUNTY more than forty-five (45) days after this Agreement  
19 has terminated or expired.

20 C. CONTRACTOR shall be held financially liable for any and all future  
21 disallowances/audit exceptions due to CONTRACTOR's deficiency discovered through the State audit  
22 process. At COUNTY's election, the disallowed amount will be remitted within forty-five (45) days to  
23 COUNTY upon notification or shall be withheld from subsequent payments to CONTRACTOR.

24 5. INVOICING: CONTRACTOR shall submit monthly invoices, by the thirtieth (30<sup>th</sup>) day of  
25 each month for the prior month's expenditures, to the County of Fresno, Department of Public Health,  
26 Attention: Office of Health Policy and Wellness – NEOP Staff Analyst, P.O. Box 11867, Fresno, CA  
27 93775-1800. Invoices shall detail line items as specified in Exhibit A, including original budget  
28 amount(s), current month's expenses, year-to-date expenses, and budget balances. In addition,

1 invoices shall also include all relevant supporting documentation including but not limited to copies of  
2 original statements, program expense receipts, payroll records and mileage claims.

3 6. FUNDING: Funding for these services is provided by United States Department of  
4 Agriculture (USDA) Supplemental Nutrition Assistance Program-Education Guidance (SNAP-Ed) via the  
5 California Department of Public Health Nutrition Education and Obesity Prevention Branch grant  
6 agreement number 19-10323.

7 7. INDEPENDENT CONTRACTOR: In performance of the work, duties and obligations  
8 assumed by CONTRACTOR under this Agreement, it is mutually understood and agreed that  
9 CONTRACTOR, including any and all of the CONTRACTOR'S officers, agents, and employees will at all  
10 times be acting and performing as an independent contractor, and shall act in an independent capacity and  
11 not as an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY.  
12 Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method by which  
13 CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer  
14 this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the  
15 terms and conditions thereof.

16 CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the rules and  
17 regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

18 Because of its status as an independent contractor, CONTRACTOR shall have absolutely no right  
19 to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be solely liable  
20 and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In  
21 addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating  
22 to payment of CONTRACTOR'S employees, including compliance with Social Security withholding and all  
23 other regulations governing such matters. It is acknowledged that during the term of this Agreement,  
24 CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

25 8. MODIFICATION:

26 A. Any matters of this Agreement may be modified from time to time by the written  
27 consent of all the parties without, in any way, affecting the remainder.

28 B. Notwithstanding the above, changes to line items in the budget, attached hereto as

1 Exhibit A, in an amount not to exceed ten percent (10%) of the total maximum compensation as identified  
2 in Section Four (4) of this Agreement, may be made with the written approval of COUNTY's Department of  
3 Public Health Director or designee and CONTRACTOR. Budget line item changes shall not result in any  
4 change to the maximum compensation amount payable to CONTRACTOR, as stated herein.

5 C. CONTRACTOR hereby agrees that changes to the compensation under this  
6 Agreement may be necessitated by a reduction in funding from State and/or Federal sources. COUNTY's  
7 Department of Public Health (DPH) Director or designee may modify the maximum compensation  
8 depending on State and Federal funding availability, as stated in Section Four (4) in this Agreement.  
9 CONTRACTOR further understands that this Agreement is subject to any restrictions, limitations or  
10 enactments of all legislative bodies which affect the provisions, term, or funding of this Agreement in any  
11 manner.

12 9. NON-ASSIGNMENT: Neither party shall assign, transfer or sub-contract this Agreement  
13 nor their rights or duties under this Agreement without the prior written consent of the other party.

14 10. HOLD HARMLESS: CONTRACTOR agrees to indemnify, save, hold harmless, and at  
15 COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all costs and  
16 expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or  
17 resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its  
18 officers, agents, or employees under this Agreement, and from any and all costs and expenses (including  
19 attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm,  
20 or corporation who may be injured or damaged by the performance, or failure to perform, of  
21 CONTRACTOR, its officers, agents, or employees under this Agreement.

22 11. INSURANCE: Without limiting the COUNTY's right to obtain indemnification from  
23 CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and  
24 effect, the following insurance policies or a program of self-insurance, including but not limited to, an  
25 insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

26 A. Commercial General Liability

27 Commercial General Liability Insurance with limits of not less than Two Million Dollars  
28 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This

1 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including  
2 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal  
3 liability or any other liability insurance deemed necessary because of the nature of this contract.

4 B. Automobile Liability

5 Comprehensive Automobile Liability Insurance with limits of not less than One Million  
6 Dollars (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include  
7 any auto used in connection with this Agreement.

8 C. Professional Liability

9 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W.,  
10 M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million  
11 Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate. This  
12 coverage shall be issued on a per claim basis. Contractor agrees that it shall maintain, at its sole expense,  
13 in full force and effect for a period of three years following the termination of this Agreement, one or more  
14 policies of professional liability insurance with limits of coverage as specified herein.

15 D. Worker's Compensation

16 A policy of Worker's Compensation insurance as may be required by the California Labor Code.

17 Additional Requirements Relating to Insurance

18 CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming  
19 the County of Fresno, its officers, agents, and employees, individually and collectively, as additional  
20 insured, but only insofar as the operations under this Agreement are concerned. Such coverage for  
21 additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained  
22 by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance  
23 provided under CONTRACTOR's policies herein. This insurance shall not be cancelled or changed without  
24 a minimum of thirty (30) days advance written notice given to COUNTY.

25 CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents, and  
26 employees any amounts paid by the policy of worker's compensation insurance required by this  
27 Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may be  
28 necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of subrogation under

1 this paragraph is effective whether or not CONTRACTOR obtains such an endorsement.

2           Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement,  
3 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the  
4 foregoing policies, as required herein, to the County of Fresno, DPH, P.O. Box 11867, Fresno, CA 93775,  
5 Attention: Contracts Section – 6<sup>th</sup> Floor, stating that such insurance coverage have been obtained and are  
6 in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any  
7 premiums on the policies; that such Commercial General Liability insurance names the County of Fresno,  
8 its officers, agents and employees, individually and collectively, as additional insured, but only insofar as  
9 the operations under this Agreement are concerned; that such coverage for additional insured shall apply  
10 as primary insurance and any other insurance, or self-insurance, maintained by COUNTY, its officers,  
11 agents and employees, shall be excess only and not contributing with insurance provided under  
12 CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed without a  
13 minimum of thirty (30) days advance, written notice given to COUNTY.

14           In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein  
15 provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this  
16 Agreement upon the occurrence of such event.

17           All policies shall be issued by admitted insurers licensed to do business in the State of California,  
18 and such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A  
19 FSC VII or better.

20           12.   AUDITS AND INSPECTIONS: The CONTRACTOR shall at any time during business  
21 hours, and as often as the COUNTY may deem necessary, make available to the COUNTY for examination  
22 all of its records and data with respect to the matters covered by this Agreement. The CONTRACTOR  
23 shall, upon request by the COUNTY, permit the COUNTY to audit and inspect all of such records and data  
24 necessary to ensure CONTRACTOR'S compliance with the terms of this Agreement.

25           If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to  
26 the examination and audit of the Auditor General for a period of three (3) years after final payment under  
27 contract (Government Code Section 8546.7).

28           In addition, CONTRACTOR shall cooperate and participate with COUNTY'S fiscal review process

1 and comply with all final determinations rendered by the COUNTY'S fiscal review process. If COUNTY  
2 reaches an adverse decision regarding CONTRACTOR's services to consumers, it may result in the  
3 disallowance of payment for services rendered; or in additional controls to the delivery of services, or in the  
4 termination of this Agreement, at the discretion of COUNTY'S DPH Director or designee. If as a result of  
5 COUNTY'S fiscal review process a disallowance is discovered due to CONTRACTOR's deficiency,  
6 CONTRACTOR shall be financially liable for the amount previously paid by COUNTY to  
7 CONTRACTOR and this disallowance will be adjusted from CONTRACTOR's future payments, at the  
8 discretion of COUNTY'S DPH Director or designee. In addition, COUNTY shall have the sole discretion in  
9 the determination of fiscal review outcomes, decisions and actions.

10 13. CONFIDENTIALITY: All services performed by CONTRACTOR under this Agreement shall  
11 be in strict conformance with all applicable Federal, State of California and/or local laws and regulations  
12 relating to confidentiality.

13 14. CONFLICT OF INTEREST: No officer, employee or agent of the COUNTY who exercises  
14 any function or responsibility for planning and carrying out of the services provided under this  
15 Agreement shall have any direct or indirect personal financial interest in this Agreement. In addition, no  
16 employee of the COUNTY shall be employed by the CONTRACTOR under this Agreement to fulfill any  
17 contractual obligations with the COUNTY. The CONTRACTOR shall comply with all Federal, State of  
18 California and local conflict of interest laws, statutes and regulations, which shall be applicable to all  
19 parties and beneficiaries under this Agreement and any officer, employee or agent of the COUNTY.

20 15. CHANGE OF LEADERSHIP/MANAGEMENT: In the event of any change in the status of  
21 CONTRACTOR's leadership or management, CONTRACTOR shall provide written notice to COUNTY  
22 within thirty (30) days from the date of change. Such notification shall include any new leader or  
23 manager's name, address and qualifications. "Leadership or management" shall include any employee,  
24 member, or owner of CONTRACTOR who either a) directs individuals providing services pursuant to  
25 this Agreement, b) exercises control over the manner in which services are provided, or c) has authority  
26 over CONTRACTOR's finances.

27 16. LOBBYING ACTIVITY: None of the funds provided under this Agreement shall be used  
28

1 for publicity, lobbying or propaganda purposes designed to support or defeat legislation pending in the  
2 Congress of the United States of America or the Legislature of the State of California.

3 17. NON-DISCRIMINATION: During the performance of this Agreement, CONTRACTOR shall  
4 not unlawfully discriminate against any employee or applicant for employment, or recipient of services,  
5 because of race, religious creed, color, national origin, ancestry, physical disability, mental disability,  
6 medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age,  
7 sexual orientation, military status or veteran status pursuant to all applicable State of California and Federal  
8 statutes and regulation.

9 18. SINGLE AUDIT CLAUSE:

10 A. If CONTRACTOR expends Seven Hundred Fifty Thousand Dollars (\$750,000) or  
11 more Federal and Federal flow-through monies, CONTRACTOR agrees to conduct an annual audit in  
12 accordance with the requirements of the Single Audit Standards as set forth in Office of Management and  
13 Budget (OMB) Title 2 of the Code of Federal Regulations, Chapter II, Part 200. CONTRACTOR shall  
14 submit said audit and management letter to COUNTY. The audit must include a statement of findings or a  
15 statement that there were no findings. If there were negative findings, CONTRACTOR must include a  
16 corrective action plan signed by an authorized individual. CONTRACTOR agrees to take action to correct  
17 any material non-compliance or weakness found as a result of such audit. Such audit shall be delivered to  
18 COUNTY'S DPH Administration for review within nine (9) months of the end of any fiscal year in which  
19 funds were expended and/or received for the program. Failure to perform the requisite audit functions as  
20 required by this Agreement may result in COUNTY performing the necessary audit tasks, or at the  
21 COUNTY'S option, contracting with a public accountant to perform said audit, or, may result in the inability  
22 of COUNTY to enter into future agreements with CONTRACTOR.

23 B. A single audit report is not applicable if all CONTRACTOR'S Federal contracts do  
24 not exceed the Seven Hundred Fifty Thousand Dollars (\$750,000) requirement or CONTRACTOR'S  
25 federal funding is through Drug Medi-Cal.

26 19. LICENSES/CERTIFICATIONS: CONTRACTOR shall throughout the term of this  
27 Agreement maintain all necessary licenses, permits, approvals, certificates, waivers and exemptions  
28 necessary for the provision of the services hereunder and required by the laws and regulations of the

1 United States of America, State of California, Fresno County and any other applicable government  
2 agencies. CONTRACTOR shall notify COUNTY immediately in writing of its inability to obtain or maintain  
3 such licenses, permits, approvals, certificates, waivers and exemptions, irrespective of the pendency of any  
4 appeal related thereto. In addition, CONTRACTOR shall comply with all other applicable laws, rules, or  
5 regulations, as any may now exist or be hereafter changed.

6 20. COMPLIANCE WITH STATE REQUIREMENTS: CONTRACTOR recognizes that  
7 COUNTY operates its NEOP program under an agreement with the State of California Department of  
8 Public Health, and that under said agreement the State imposes certain requirements on the COUNTY and  
9 its subcontractors. CONTRACTOR shall adhere to all State requirements, including those identified in  
10 Exhibit B attached hereto and by this reference incorporated herein. It is understood that Exhibit B also  
11 grants the COUNTY certain rights which are reserved to the State; such rights are fully described herein.

12 21. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS: COUNTY and  
13 CONTRACTOR, their officers, consultants, subcontractors, agents, and employees shall comply with all  
14 applicable State, Federal, and local laws and regulations governing projects that utilize Federal Funds,  
15 including those identified in Exhibit C, attached hereto and incorporated herein by reference.

16 22. PROHIBITION OF PUBLICITY: None of the funds, materials, property or services  
17 provided directly or indirectly under this Agreement shall be used for CONTRACTOR's advertising,  
18 fundraising or publicity (e.g., purchasing of tickets/tables, silent auction donations, media promotions) for  
19 the purpose of self-promotion. Notwithstanding the above, publicity of the services described in Section  
20 One (1) of this Agreement shall be allowed as necessary to raise public awareness about the availability of  
21 such specific services when approved in advance in writing by COUNTY's NEOP Project Director and the  
22 California Department of Public Health. Such items include but are not limited to written/printed materials,  
23 materials posted on the internet, or the use of media (e.g., radio, television, billboards, newspapers), and  
24 any related expense. Documents prepared by CONTRACTOR using funding under this Agreement for  
25 external release shall undergo appropriate review and approval prior to release. Review may take up to  
26 thirty (30) business days. Materials, whether newly developed or reprinted, shall include an appropriate  
27 acknowledgement/funding statement.

28 23. NOTICES: The persons and their addresses having authority to give and receive notices

1 under this Agreement include the following:

2	<u>COUNTY</u>	<u>CONTRACTOR</u>
3	COUNTY OF FRESNO	CSUF FOUNDATION
4	Director, Department of Public Health	Executive Director
5	P.O. Box 11867	4910 N. Chestnut Ave.
6	Fresno, CA 93775	Fresno, CA 93726

7 All notices between the COUNTY and CONTRACTOR provided for or permitted under this  
 8 Agreement must be in writing and delivered either by personal service, by first-class United States mail, by  
 9 an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by  
 10 personal service is effective upon service to the recipient. A notice delivered by first-class United States  
 11 mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid,  
 12 addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one  
 13 COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid,  
 14 with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by  
 15 telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is  
 16 completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the  
 17 next beginning of a COUNTY business day), provided that the sender maintains a machine record of the  
 18 completed transmission. For all claims arising out of or related to this Agreement, nothing in this section  
 19 establishes, waives, or modifies any claims presentation requirements or procedures provided by law,  
 20 including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code,  
 21 beginning with section 810).

22 24. GOVERNING LAW: Venue for any action arising out of or related to this Agreement shall  
 23 only be in Fresno County, California.

24 The rights and obligations of the parties and all interpretation and performance of this Agreement  
 25 shall be governed in all respects by the laws of the State of California.

26 25. DISCLOSURE OF SELF-DEALING TRANSACTIONS: This provision is only applicable if  
 27 the CONTRACTOR is operating as a corporation (a for-profit or non-profit corporation) or if during the  
 28 term of the agreement, the CONTRACTOR changes its status to operate as a corporation.

Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing  
 transactions that they are a party to while CONTRACTOR is providing goods or performing services

1 under this agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR  
2 is a party and in which one or more of its directors has a material financial interest. Members of the  
3 Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and  
4 signing a Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit D and incorporated  
5 herein by reference, and submitting it to the COUNTY prior to commencing with the self-dealing  
6 transaction or immediately thereafter.

7 26. SEVERABILITY: The positions of this Agreement are severable. The invalidity or  
8 unenforceability of any one provision in the Agreement shall not affect the other provisions.

9 27. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the  
10 CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous  
11 Agreement negotiations, proposals, commitments, writings, advertisements, publications, and  
12 understanding of any nature whatsoever unless expressly included in this Agreement.

13 ///  
14 ///  
15 ///  
16 ///  
17 ///  
18 ///  
19 ///  
20 ///  
21 ///  
22 ///  
23 ///  
24 ///  
25 ///  
26 ///  
27 ///  
28 ///

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first hereinabove written.

DocuSigned by:  
James Marshall  
(Authorized Signature)

James Marshall, Dean of Research and Graduate Studies

DocuSigned by:  
Deborah S. Adishian-Astone  
(Authorized Signature)

Deborah Adishian-Astone, Executive Director

  
Steve Brandau, Chairman of the Board of Supervisors of the County of Fresno

**ATTEST:**  
Bernice E. Seidel  
Clerk to the Board of Supervisors  
County of Fresno, State of California

By:   
Deputy

FOR ACCOUNTING USE ONLY:  
Fund/Subclass: 0001/10000  
ORG No.: 56201662  
Account No.: 7295

SMA

## Registered Dietician Consultation Services Quotation

	Year 1	Extension I	Extension II
	Jan. 12, 2021 - Sept. 30, 2021	Oct. 01, 2021 - Sept. 30, 2022	Oct. 01, 2022 - Sept. 30, 2023
Consultation Fee (face-to-face, virtual, telephone, e-mail) = <b>\$ 100 per hour rate/# hours</b> <i>*No charge for fringe benefits, operating expenses, equipment expenses.</i>			
<b>Observations:</b>			
<ul style="list-style-type: none"> <li>Perform 10 nutrition education, observations per year, of NEOP staff conducting a NEOP community activity in the field. Analysis summary report required for all field observations. Observation template will be provided.</li> </ul>	\$5,000	\$5,000	\$5,000
<b>Activities/Meetings RD responsible for:</b>			
<ul style="list-style-type: none"> <li><u>NEOP Meetings</u> – 10, one-hour meetings, per year, provided to the community on nutrition education; consultation with NEOP staff via phone or email on nutrition education technical questions as needed. Average meeting size range varies from 5-15 attendees composed primarily of community members, County NEOP staff, and/or County NEOP subcontractor staff.</li> </ul>	\$2,500	\$2,500	\$2,500
<ul style="list-style-type: none"> <li>Review of program updates related to objectives/tasks set by the grant and provide recommendations as needed and requested by the County NEOP staff.</li> </ul>	\$500	\$500	\$500
<ul style="list-style-type: none"> <li>Coordinate RD student internship placements with the NEOP program to help with community Policy, System, and Environmental projects, days of action, and nutrition education.</li> </ul>	\$3,000	\$3,000	\$3,000
<b>Trainings</b>			
<ul style="list-style-type: none"> <li>Conduct 10, one-hour, trainings, per year, to discuss and plan future activities and events of NEOP staff and NEOP subcontractors. Audience comprised of NEOP staff and NEOP subcontractor staff.</li> </ul>	\$1,500	\$1,500	\$1,500
<ul style="list-style-type: none"> <li>Attend 2 to 5 virtual or in person obesity or APHA, USDA or CDPH NEOP meetings or trainings as appropriate to learn standard USDA guidance and program standards to train and inform NEOP staff and NEOP subcontractors.</li> </ul>	\$500	\$500	\$500
<b>Travel</b>			
The rate of reimbursement will be <b>57.5 cents</b> maximum per mile (ex. 25 miles x .575 = \$14.38) based on the approved state rate for the respective year	\$500	\$500	\$500
<b>Total</b>	\$13,500	\$13,500	\$13,500

*\*Fringe benefits, operating expenses, and equipment expense charges are not allowable items to charge for.*

**EXHIBIT B****STANDARD GRANT CONDITIONS**

1. **APPROVAL:** This Grant is of no force or effect until signed by both parties and approved by the Department of General Services, if required. The Grantee may not commence performance until such approval has been obtained
2. **AMENDMENT:** No amendment or variation of the terms of this Grant shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or Agreement not incorporated in the Grant is binding on any of the parties. In no case shall the Department materially alter the scope of the Project set forth in Exhibit A.
3. **ASSIGNMENT:** This Grant is not assignable by the Grantee, either in whole or in part, without the written consent of the Grant Manager in the form of a written amendment to the Grant.
4. **AUDIT:** Grantee agrees that the Department, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to this Grant. Grantee agrees to maintain such records for a possible audit for a minimum of three (3) years after final payment or completion of the project funded with this Grant, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to the project.
5. **CONFLICT OF INTEREST:** Grantee certifies that it is in compliance with all applicable state and/or federal conflict of interest laws.
6. **INDEMNIFICATION:** Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the project, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of any activities related to the Project.
7. **FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of all grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of any applicable state or federal law, or the provisions of this Grant. Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.

8. **GOVERNING LAW:** This Grant is governed by and shall be interpreted in accordance with the laws of the State of California.
9. **INCOME RESTRICTIONS:** Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Grant shall be paid by the Grantee to the Department, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the Department under this Grant.
10. **INDEPENDENT CONTRACTOR:** Grantee, and its agents and employees of Grantee, in the performance of the Project, shall act in an independent capacity and not as officers, employees or agents of the Department.
11. **MEDIA EVENTS:** Grantee shall notify the Department's Grant Manager in writing at least twenty (20) working days before any public or media event publicizing the accomplishments and/or results of the Project and provide the opportunity for attendance and participation by Department's representatives.
12. **NO THIRD-PARTY RIGHTS:** The Department and Grantee do not intend to create any rights or remedies for any third- party as a beneficiary of this Grant or the project.
13. **NOTICE:** Grantee shall promptly notify the Department's Grant Manager in writing of any events, developments or changes that could affect the completion of the project or the budget approved for this Grant.
14. **PROFESSIONALS:** Grantee agrees that only licensed professionals will be used to perform services under this Grant where such services are called for.
15. **RECORDS:** Grantee certifies that it will maintain Project accounts in accordance with generally accepted accounting principles. Grantee further certifies that it will comply with the following conditions for a grant award as set forth in the Request for Applications (Exhibit D) and the Grant Application (Exhibit A).
  - A. Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
  - B. Establish separate accounts which will adequately and accurately depict all amounts received and expended on this Project, including all grant funds received under this Grant;
  - C. Establish separate accounts which will adequately depict all income received which is attributable to the Project, especially including any income attributable to grant funds disbursed under this Grant;
  - D. Establish an accounting system which will adequately depict final total costs of the Project, including both direct and indirect costs; and,
  - E. Establish such accounts and maintain such records as may be necessary for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations.

- 16. RELATED LITIGATION:** Under no circumstances may Grantee use funds from any disbursement under this Grant to pay for costs associated with any litigation between the Grantee and the Department.
- 17. RIGHTS IN DATA:** Grantee and the Department agree that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work submitted under Exhibit A in the performance of the Project funded by this Grant shall be in the public domain. Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Project, subject to appropriate acknowledgment of credit to the Department for financial support. Grantee shall not utilize the materials submitted to the Department (except data) for any profit making venture or sell or grant rights to a third-party who intends to do so. The Department has the right to use submitted data for all governmental purposes.
- 18. VENUE:** The Department and Grantee agree that any action arising out of this Grant shall be filed and maintained in the Superior Court, California. Grantee waives any existing sovereign immunity for the purposes of this Grant, if applicable.
- 19. STATE-FUNDED RESEARCH GRANTS:**
- A. Grantee shall provide for free public access to any publication of a department-funded invention or department-funded technology. Grantee further agrees to all terms and conditions required by the California Taxpayer Access to Publicly Funded Research Act (Chapter 2.5 (commencing with Section 13989) of Part 4.5 of Division 3 of Title 2 of the Government Code).
- B. As a condition of receiving the research grant, Grantee agrees to the following terms and conditions which are set forth in Government Code section 13989.6 ("Section 13989.6"):
- 1) Grantee is responsible for ensuring that any publishing or copyright agreements concerning submitted manuscripts fully comply with Section 13989.6.
  - 2) Grantees shall report to the Department the final disposition of the research grant, including, but not limited to, if it was published, when it was published, where it was published, when the 12-month time period expires, and where the manuscript will be available for open access.
  - 3) For a manuscript that is accepted for publication in a peer-reviewed journal, the Grantee shall ensure that an electronic version of the peer-reviewed manuscript is available to the department and on an appropriate publicly accessible database approved by the Department, including, but not limited to, the University of California's eScholarship Repository at the California Digital Library, PubMed Central, or the California Digital Open Source Library, to be made publicly available not later than 12 months after the official date of publication. Manuscripts submitted to the California Digital Open Source Library shall be exempt from the requirements in subdivision (b) of Section 66408 of the Education Code. Grantee shall make reasonable efforts to comply with this requirement by ensuring that their manuscript is accessible on an approved publicly accessible database, and notifying the Department that the

manuscript is available on a department-approved database. If Grantee is unable to ensure that their manuscript is accessible on an approved publicly accessible database, Grantee may comply by providing the manuscript to the Department not later than 12 months after the official date of publication.

- 4) For publications other than those described in paragraph B.3 above,, including meeting abstracts, Grantee shall comply by providing the manuscript to the Department not later than 12 months after the official date of publication.
- 5) Grantee is authorized to use grant money for publication costs, including fees charged by a publisher for color and page charges, or fees for digital distribution.

## Additional Provisions

**1. Additional Incorporated Documents**

A. The following documents and any subsequent updates are not attached, but are incorporated herein and made a part hereof by this reference. CDPH will maintain on file, all documents referenced herein and any subsequent updates, as required by program directives. CDPH shall provide the Contractor with copies of said documents and any periodic updates thereto, under separate cover.

1. *Administrative Guidelines Manual:*  
[https://www.cdph.ca.gov/Programs/CCDPHP/DCDIC/NEOPB/CDPH%20Document%20Library/AGM %20Final rev12 6 18.pdf](https://www.cdph.ca.gov/Programs/CCDPHP/DCDIC/NEOPB/CDPH%20Document%20Library/AGM%20Final%20rev12%206%2018.pdf)
2. *LHD Program Letters:*  
<https://www.cdph.ca.gov/Programs/CCDPHP/DCDIC/NEOPB/Pages/LHDProgramLetters.aspx>
3. *SNAP-Ed Plan Guidance and Templates:*  
<https://snaped.fns.usda.gov/program-administration/guidance-and-templates>

**2. Cancellation / Termination**

- A. This Grant may be cancelled by CDPH without cause upon thirty (30) calendar days advance written notice to the Grantee.
- B. CDPH reserves the right to cancel or terminate this Grant immediately for cause. The Grantee may submit a written request to terminate this Grant only if CDPH substantially fails to perform its responsibilities as provided herein.
- C. The term “for cause” shall mean that the Grantee fails to meet the terms, conditions, and/or responsibilities of this agreement. Causes for termination include, but are not limited to the following occurrences:
- 1) If the Grantee knowingly furnishes any statement, representation, warranty, or certification in connection with the agreement, which representation is materially false, deceptive, incorrect, or incomplete.
  - 2) If the Grantee fails to perform any material requirement of this Grant or defaults in performance of this agreement.
  - 3) If the Grantee files for bankruptcy, or if CDPH determines that the Grantee becomes financially incapable of completing this agreement.
- D. Grant termination or cancellation shall be effective as of the date indicated in CDPH's notification to the Grantee. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. In the event of early termination or cancellation, the Grantee shall be entitled to compensation for services performed satisfactorily under this agreement and expenses

## Additional Provisions

incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this Grant.

- F. In the event of termination, and at the request of CDPH, the Grantee shall furnish copies of all proposals, specifications, designs, procedures, layouts, copy, and other materials related to the services or deliverables provided under this Grant, whether finished or in progress on the termination date.
- G. The Grantee will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to this agreement after the effective date of termination.
- H. Upon receipt of notification of termination of this Grant, and except as otherwise specified by CDPH, the Grantee shall:
  - 1) Place no further order or subgrants for materials, services, or facilities.
  - 2) Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants.
  - 3) Upon the effective date of termination of the Grant and the payment by CDPH of all items properly changeable to CDPH hereunder, Grantee shall transfer, assign and make available to CDPH all property and materials belonging to CDPH, all rights and claims to any and all reservations, grants, and arrangements with owners of media/PR materials, or others, and shall make available to CDPH all written information regarding CDPH's media/PR materials, and no extra compensation is to be paid to Grantee for its services.
  - 4) Take such action as may be necessary, or as CDPH may specify, to protect and preserve any property related to this agreement which is in the possession of the Grantee and in which CDPH has or may acquire an interest.
- I. CDPH may, at its discretion, require the Grantee to cease performance of certain components of the Scope of Work as designated by CDPH and complete performance of other components prior to the termination date of the Grant.

**3. Avoidance of Conflicts of Interest by Grantee**

- A. CDPH intends to avoid any real or apparent conflict of interest on the part of the Grantee, subgrants, or employees, officers and directors of the Grantee or subgrants. Thus, CDPH reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Grantee to submit additional information or a plan for resolving the conflict, subject to CDPH review and prior approval.
- B. Conflicts of interest include, but are not limited to:
  - 1) An instance where the Grantee or any of its subgrants, or any employee, officer, or director of the Grantee or any subgrant or has an interest, financial or otherwise,

### Additional Provisions

whereby the use or disclosure of information obtained while performing services under the grant would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the grant.

- 2) An instance where the Grantee's or any subgrant's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.
- C. If CDPH is or becomes aware of a known or suspected conflict of interest, the Grantee will be given an opportunity to submit additional information or to resolve the conflict. A Grantee with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by CDPH to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, the conflict will be grounds for terminating the grant. CDPH may, at its discretion upon receipt of a written request from the Grantee, authorize an extension of the timeline indicated herein.

#### 4. **Dispute Resolution Process**

- A. A Grantee grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Grantee and CDPH, the Grantee must seek resolution using the procedure outlined below.
- 1) The Grantee should first informally discuss the problem with the CDPH Program Grant Manager. If the problem cannot be resolved informally, the Grantee shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Grantee's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Grantee. The Branch Chief shall respond in writing to the Grantee indicating the decision and reasons therefore. If the Grantee disagrees with the Branch Chief's decision, the Grantee may appeal to the second level.
  - 2) When appealing to the second level, the Grantee must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Grantee shall include with the appeal a copy of the Grantee's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Grantee to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Grantee within twenty (20) working days of receipt of the Grantee's second level appeal.
- B. If the Grantee wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Grantee shall follow the procedures set

## Additional Provisions

forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).

- C. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.
- D. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Grant Manager.
- E. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Grantee shall be notified in writing by the CDPH Grant Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

**Exhibit C  
Federal Terms and Conditions**

*(For Federally Funded Grant Agreements)*

The use of headings or titles throughout this exhibit is for convenience only and shall not be used to interpret or to govern the meaning of any specific term or condition.

This exhibit contains provisions that require strict adherence to various contracting laws and policies.  
**Index of Special Terms and Conditions**

1. Federal Funds
2. Federal Equal Employment Opportunity Requirements
3. Debarment and Suspension Certification
4. Covenant Against Contingent Fees
5. Air or Water Pollution Requirements
6. Lobbying Restrictions and Disclosure Certification
7. Additional Restrictions
8. Human Subjects Use Requirements
9. Financial and Compliance Audit Requirements
10. Audit and Record Retention
11. Federal Requirements

## 1. Federal Funds

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

- a. It is mutually understood between the parties that this Grant may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Grant were executed after that determination was made.
- b. This Grant is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Grant. In addition, this Grant is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Grant in any manner.
- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Grant shall be amended to reflect any reduction in funds.
- d. CDPH has the option to invalidate or cancel the Grant with 30-days advance written notice or to amend the Grant to reflect any reduction in funds.

## 2. Federal Equal Opportunity Requirements

(Applicable to all federally funded grants entered into by the California Department of Public Health (CDPH) formerly known as California Department of Health Services (CDHS).)

- a. The Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Grantee will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or CDPH, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Grantee's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- b. The Grantee will, in all solicitations or advancements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
- c. The Grantee will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Grantee's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Grantee will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

- e. The Grantee will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Grantee's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Grantee may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Grantee will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subGrantee or vendor. The Grantee will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or CDPH may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Grantee becomes involved in, or is threatened with litigation by a subGrantee or vendor as a result of such direction by CDPH, the Grantee may request in writing to CDPH, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

### **3. Debarment and Suspension Certification**

- a. By signing this Grant, the Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.
- b. By signing this Grant, the Grantee certifies to the best of its knowledge and belief, that it and its principals:
  - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
  - (2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and
  - (4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
  - (5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

- (6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- c. If the Grantee is unable to certify to any of the statements in this certification, the Grantee shall submit an explanation to the CDPH Program Contract Manager.
- d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
- e. If the Grantee knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDPH may terminate this Agreement for cause or default.

#### 4. **Covenant Against Contingent Fees**

The Grantee warrants that no person or selling agency has been employed or retained to solicit/secure this Grant upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Grantee for the purpose of securing business. For breach or violation of this warranty, CDPH shall have the right to annul this Grant without liability or in its discretion to deduct from the Grant price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

#### 5. **Air or Water Pollution Requirements**

Any federally funded grant and/or subgrants in excess of \$100,000 must comply with the following provisions unless said grant is exempt under 40 CFR 15.5.

- a. Government Grantees agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act [42 U.S.C. 1857(h)], section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended.

#### 6. **Lobbying Restrictions and Disclosure Certification**

(Applicable to federally funded grants in excess of \$100,000 per Section 1352 of the 31, U.S.C.)

##### a. Certification and Disclosure Requirements

- (1) Each person (or recipient) who requests or receives a grant, subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.
- (2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a grant or any extension or amendment of that grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.
- (3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:
  - (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;

- (b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
  - (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- (4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a grant or subgrant exceeding \$100,000 at any tier under a grant shall file a certification, and a disclosure form, if required, to the next tier above.
- (5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDPH Program Contract Manager.

**b. Prohibition**

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

**7. Additional Restrictions**

Grantee shall comply with the restrictions under Division F, Title V, Section 503 of the Consolidated Appropriations Act, 2012 (H.R. 2055), which provides that:

“SEC. 503.(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.”

**8. Human Subjects Use Requirements**

(Applicable only to federally funded agreements in which performance, directly or through a subcontract/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Contractor agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

## 9. Financial and Compliance Audit Requirements

By signing this Agreement, the Contractor/Subcontractor agrees to abide by all requirements specified in 2 CFR 200, *et seq.*, 2 CFR 400, *et seq.*, and 45 CFR, 75, *et seq.*, as applicable, including but not limited to obtaining an annual audit, and any subsequent federal regulatory additions or revisions.

- a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.
- b. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code section 38030).
- c. The Contractor, as indicated below, agrees to obtain one of the following audits:
  - (1) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives \$25,000 or more from any State agency under a direct service contract or agreement; the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
  - (2) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives less than \$25,000 per year from any State agency under a direct service contract or agreement, the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
  - (3) If the Contractor is a State or Local Government entity or Nonprofit organization (as defined in 2CFR Part 200) and expends \$750,000 or more in Federal awards, the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in 2CFR Part 200. An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:
    - (a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or
    - (b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.
  - (4) If the Contractor submits to CDPH a report of an audit other than a single audit, the Contractor must also submit a certification indicating the Contractor has not expended \$750,000 or more in federal funds for the year covered by the audit report.
- d. Two copies of the audit report shall be delivered to the CDPH program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the CDPH Program Contract Manager shall forward the audit report to CDPH's Audits and Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.

- e. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Contractor's total revenue. The CDPH program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.
- f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.
- g. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.
- h. Nothing in this provision limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.
- i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.
- j. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.
- k. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

The term "expanded scope auditing" is applied and defined in the U.S. General Accounting Office (GAO) issued Standards for *Audit of Government Organizations, Programs, Activities and Functions*, better known as the "yellow book".

## 10. Audit and Record Retention

(Applicable to agreements in excess of \$10,000.)

- a. The Contractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- b. The Contractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- c. Contractor agrees that CDPH, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896).
- d. The Contractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.

- (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
  - (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- e. The Contractor shall comply with the above requirements and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code § 10115.10, if applicable.
  - f. The Contractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.
  - g. The Contractor shall, if applicable, comply with the Single Audit Act and the audit reporting requirements set forth in Title 2 of the Code of Federal Regulations, Part 200 (2CFR Part 200).

## **11. Federal Requirements**

Grantor agrees to comply with and shall require all subgrantees, if any, to comply with all applicable Federal requirements including but not limited to the United States Code, the Code of Federal Regulations, the Funding Opportunity Announcement, the Notice of Award, the funding agreement, and any memoranda or letter regarding the applicable Federal requirements.

STATE OF CALIFORNIA  
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH  
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subGrantees, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

California State University, Fresno Foundation

Name of Grantee

James Marshall / Deborah S. Adishian-Astone

Printed Name of Person Signing for Grantee

Contract / Grant Number

DocuSigned by:

James Marshall

DocuSigned by:

Deborah S. Adishian-Astone

Signature of Person Signing for Grantee

F2A2744DF3064BA...

12/3/2020

12/7/2020

Date

Dean of Research and Graduate Studies / Executive Director

Title

After execution by or on behalf of Grantee, please return to:

California Department of Public Health  
Nutrition Education and Obesity Prevention Branch  
P.O. Box 997377, MS 7204  
Sacramento, CA 95899-7377  
Attn: Kimmy Casjens, Grant Manager

CDPH reserves the right to notify the Grantee in writing of an alternate submission address.

**CERTIFICATION REGARDING LOBBYING**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
 (See reverse for public burden disclosure)

Approved by OMB  
 0348-0046

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract</p> <p><input type="checkbox"/> b. grant</p> <p><input type="checkbox"/> c. cooperative agreement</p> <p><input type="checkbox"/> d. loan</p> <p><input type="checkbox"/> e. loan guarantee</p> <p><input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application</p> <p><input type="checkbox"/> b. initial award</p> <p><input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing</p> <p><input type="checkbox"/> b. material change</p> <p>For Material Change Only:</p> <p>Year _____ quarter _____</p> <p>date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee</p> <p>Tier _____, if known:</p> <p>Congressional District, If known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, If known:</p>	
<p>6. Federal Department/Agency</p>	<p>7. Federal Program Name/Description:</p> <p>CDFA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$ _____</p>	
<p>10.a. Name and Address of Lobbying Registrant                  (if individual, last name, first name, MI):</p>	<p>b. Individuals Performing Services (including address if different from 10a.                  (Last name, First name, MI):</p>	
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. required disclosure shall be subject to a not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>	
<p><b>Federal Use Only</b></p>		<p>Authorized for Local Reproduction                  Standard Form-LLL (Rev. 7-97)</p>

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in Item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

CCC 04/2017

**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> California State University, Fresno Foundation		<i>Federal ID Number</i> 94-6003272
<i>By (Authorized Signature)</i>		
<small>DocuSigned by:</small> James Marshall	<small>DocuSigned by:</small> Deborah S. Adishian-Astone	
<i>Printed Name and Title of Person Signing</i> James Marshall, Dean of Research and Graduate Studies Deborah S. Adishian-Astone, Executive Director		
<i>Date Executed</i> 12/3/2020	12/7/2020	<i>Executed in the County of</i> Fresno

**CONTRACTOR CERTIFICATION CLAUSES**

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)
2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
  - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
  - b. Establish a Drug-Free Awareness Program to inform employees about:
    - 1) the dangers of drug abuse in the workplace;
    - 2) the person's or organization's policy of maintaining a drug-free workplace;
    - 3) any available counseling, rehabilitation and employee assistance programs; and,
    - 4) penalties that may be imposed upon employees for drug abuse violations.
  - c. Every employee who works on the proposed Agreement will:
    - 1) receive a copy of the company's drug-free workplace policy statement; and,
    - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

### **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

## SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

*"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest"*

The definition above will be utilized for purposes of completing this disclosure form.

### INSTRUCTIONS

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
  - a. The name of the agency/company with which the corporation has the transaction; and
  - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

<b>(1) Company Board Member Information:</b>			
<b>Name:</b>		<b>Date:</b>	
<b>Job Title:</b>			
<b>(2) Company/Agency Name and Address:</b>			
<b>(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):</b>			
<b>(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):</b>			
<b>(5) Authorized Signature</b>			
<b>Signature:</b>		<b>Date:</b>	