

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (hereinafter "Amendment") is made and entered into this 24th day of March, 2020, by and between COUNTY OF FRESNO, a Political Subdivision of the State of California, Fresno, California (hereinafter "COUNTY"), and FRESNO COUNTY SUPERINTENDENT OF SCHOOLS, a California Educational Organization, whose address is 1111 Van Ness Avenue, Fresno, California, 93721, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, COUNTY and CONTRACTOR entered into Agreement number A-19-121, dated March 12, 2019 (hereinafter "Agreement"), pursuant to which CONTRACTOR agreed to provide physical activity (PA) and nutritional trainings, technical assistance, resources and referral organizations to Early Care and Education (ECE) partners to increase the number of ECE sites to adopt and practice nutritional and PA standards to COUNTY, through its Department of Public Health (Department); and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement in order to modify the Compensation/Invoice terms and amend the Scope of Work timeline.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, COUNTY and CONTRACTOR agree as follows:

1. That all references in existing COUNTY Agreement No. A-19-121 to "Exhibit A" shall be changed to read "REVISED Exhibit A," attached hereto and incorporated herein by reference.

2. That all references in existing COUNTY Agreement No. A-19-121 to "Exhibit B" shall be changed to read "REVISED Exhibit B," attached hereto and incorporated herein by reference.

3. That all references in existing COUNTY Agreement No. A-19-121 to "Exhibit C" shall be changed to read "REVISED Exhibit C," attached hereto and incorporated herein by reference.

4. Section Five (5) of the Agreement, located on page Three (3), Line Twenty-Two (22) beginning with the word "CONTRACTOR" and ending on Page Three (3), Line Twenty-Four (24) with the word "Analyst", be deleted in its entirety and replaced with the following:

" CONTRACTOR shall invoice COUNTY monthly, by the thirtieth (30th) day of each month for the prior month's expenditures, addressed to the County of Fresno, Department of Public Health, OHPW-SPAN, P.O. Box 11867, Fresno, CA 93775, Attention: OHPW-CDC SPAN Staff Analyst.

1 Invoices shall detail line items as specified in Revised Exhibit C, including original budget amount(s),
2 current month's expenses, year-to-date expenses, and budget balances. In addition, invoices shall also
3 include all relevant supporting documentation including but not limited to copies of original statements,
4 program expense receipts, payroll records and mileage claims."

5 5. Section Nineteen (19) of the Agreement, located on page Eleven (11), Line Twenty-One
6 (21) and ending on Page Twelve (12), Line One (1), be deleted in its entirety and replaced with the
7 following:

8 **"19. SINGLE AUDIT CLAUSE**

9 COUNTY and CONTRACTOR, their officers, consultants, subcontractors,
10 agents, and employees shall comply with all applicable State, Federal, and local laws and regulations
11 governing projects that utilize Federal Funds including those identified in Exhibit F, attached hereto
12 and incorporated herein by reference.

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

28 B. A single audit report is not applicable if all CONTRACTOR's Federal contracts

1 do not exceed the Seven Hundred Fifty Thousand Dollars (\$750,000) requirement. If a single audit is
2 not applicable, a program audit must be performed and a program audit report with management letter
3 shall be submitted by CONTRACTOR to COUNTY as a minimum requirement to attest to
4 CONTRACTOR's solvency. Said audit report shall be delivered to COUNTY's Department of Public
5 Health, Business Office, for review no later than nine (9) months after the close of the fiscal year in
6 which the funds supplied through this Agreement are expended. Failure to comply with this Act may
7 result in COUNTY performing the necessary audit tasks or contracting with a qualified accountant to
8 perform said audit. All audit costs related to this Agreement are the sole responsibility of
9 CONTRACTOR who agrees to take corrective action to eliminate any material noncompliance or
10 weakness found as a result of such audit. Audit work performed by COUNTY under this paragraph
11 shall be billed to the CONTRACTOR at COUNTY cost, as determined by COUNTY's Auditor-
12 Controller/Treasurer-Tax Collector."

13 5. Except as otherwise provided in this First Amendment, all other provisions of the
14 Agreement remain unchanged and in full force and effect.

15 COUNTY and CONTRACTOR agree that this Amendment is sufficient to amend the
16 Agreement and, that upon execution of this Amendment, the Agreement and this Amendment together
17 shall be considered the Agreement.

18 The Agreement, as hereby amended, is ratified and continued. All provisions, terms,
19 covenants, conditions and promises contained in the Agreement and not amended herein shall remain
20 in full force and effect.

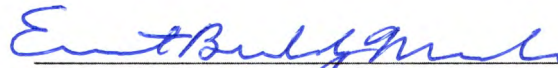
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1 EXECUTED AND EFFECTIVE as of the date first above set forth.

2
3 **CONTRACTOR:**
4 **Fresno County Superintendent of Schools**

COUNTY OF FRESNO:

5
6 
7 _____
(Authorized Signature)

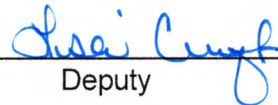

Ernest Buddy Mendes, Chairman of the Board
of Supervisors of the County of Fresno

8 **Dr. Kathryn Catania, Deputy Superintendent**

9
10 Jim A. Yovino, Superintendent
11 Print Name & Title

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

12
13 1111 Van Ness Avenue, Fresno, CA 93721
14 Mailing Address

By: 
Deputy

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22
23 **FOR ACCOUNTING
USE ONLY:**

24 **ORG No.:** 56201555
25 **Account No.:** 7295
26 **Fund/Subclass:** 0001/10000

27 SA

Work Plan - Year One

Overarching Strategy 3: Implement & Integrate Nutrition & Physical Activity Standards into Statewide Early Care and Education (ECE) Systems		
Short-Term Outcome	Intermediate Outcome	
Demonstrated progress on ECE nutrition and physical activity standards	Increased number of ECE state and local systems with embedded nutrition and PA standards across four counties reaching up to 25,000 children	
Outcome Measures: Increased number of ECEs that have implemented and integrated nutrition and physical activity standards into policies and/or professional development plans.		
Strategy 1	Milestone	Completion Date
Collaborate with one partners to assess the number of ECEs that implement nutrition and PA standards in Fresno County.	Implementation of nutrition standards (inclusive of BF supports) and PA standards.	September 29, 2020
Settings: LHDs Statewide working in ECE settings		
Partners: Fresno County, CCFP Roundtable, CA State ECE Partnership, Resource & Referral Network (R&R Network)		
Activity		Timeline
Activity 2: Collect sample policies addressing nutrition and PA standards in ECEs.		Q2
Activity 3: Collaborate with state and local partners to determine a system and process to identify the number of ECEs (i.e. centers and family day care homes) in targeted counties that have nutrition and PA policies in place, and the strength of those policies. (In year-two, will review and document best practices.)		Q3
Activity 4: Coordinate with partners to assess the training and TA needs of ECEs to implement nutrition and PA standards and policies.		Q3
Activity 5: Based on the results of the assessment, work with partners to develop content for trainings, webinars, and/or identify resources to assist in the implementation of nutrition and PA standards in ECE sites.		Q4

Activity 7: Evaluation Activity: Assess the number of ECEs in Fresno County that have implemented nutrition and PA standards.		Q4
Strategy 2	Milestone	Completion Date
Work with the CA Child Care R&R Network and CCFP Roundtable to improve PA and nutrition content in professional development trainings.	Training interventions provided to county R&Rs across CA include evidence-based PA and nutrition content and materials.	September 29, 2020
Settings: ECE sites, ECE trainings, R&R Network training opportunities; CCFP Roundtable meetings		
Partners: CA R&R Network; CCFP Roundtable member organizations; Fresno County LHD		
Activity		Timeline
Activity 1: In collaboration with partners, map systems of influence for ECE professional development standards and training guidance. Use this to inform future activities.		Q2 - Q3
Activity 4: Work with up to two partners to assess provider PA and nutrition trainings needs and interests.		Q3
Activity 5: Work with CA R&R Network and CCFP staff to assess what additional training materials and resources can be used in providing trainings in year two for county R&Rs and that can be integrated into Roundtable training materials. Inclusive of resources for parents and children.		Q3 - Q4
Activity 8: Evaluation Activity: Assess changes in knowledge of and intent to implement PA and Nutrition policies and practices among training recipients.		Q4

Strategy 3	Milestone	Completion Date
Provide Nutrition and PA technical assistance (TA) to up to three ECE county R&R organizations, and up to three individual ECE sites to increase ECE adoption and practice of PA and nutrition standards	Work with one ECE county R&R organization and two individual ECS sites to increase ECE adoption and practice of PA and nutrition standards.	September 29, 2020
Settings: County R&Rs; ECE sites in Fresno County		
Partners: CA R&R Network; CCFP Roundtable		
Activity		Timeline
Activity 1: Survey ECE county R&R sites and ECEs to determine which ones would like to receive nutrition and/or PA training or TA per specified topics. Provide requested TA.		Q2
Activity 2: Provide training and/or TA per assessment results. CDPH PA staff and R&R Network PA leads will provide PA TA to county R&R organizations and to individual ECE sites. Similarly, CDPH and R&R Network nutrition staff will provide nutrition TA.		Q3-Q4
Activity 4: Evaluation Activity: CDPH PA staff and R&R Network PA leads will work together to draft survey content for ECEs that receive TA over the course of the grant to determine their satisfaction.		Q4

SPAN Five Year Work Plan

REVISED WorkPlan-Year One & Two

Overarching Strategy 1: Implement Food Service Guidelines

Strategy 1: Develop Healthy Meeting policy for state and local government agencies.

- Each LHD is required to work towards the development of **one** Healthy Meeting policy during Year 1.

Strategy 2: Assist small retail vendors in adopting healthy food service guidelines in select counties.

- Each LHD is required to work with **two** small retail vendors to assist in the adoption of healthy food service guidelines during Year 1.

Overarching Strategy 2: Implement Interventions Supportive of Breastfeeding

Strategy 1: Collaborate with partners to assess the number of sites that support BF in select counties.

- Each LHD is required to collaborate with **two** partners to assess the number of sites that support BF in select counties. Partners include community health clinics (i.e. FQHC's), WIC clinics and LHDs.

Strategy 2: Promote compliance with federal lactation accommodation laws in targeted (low-income) worksites.

- Each LHD is required to promote compliance with federal lactation accommodation laws in two targeted worksite.

Overarching Strategy 3 (& 5 Combined): Implement & Integrate Nutrition and Physical Activity Standards into Statewide Early Care and Education (ECE) Systems

Strategy 1: Collaborate with partners to assess the number of ECEs that implement nutrition and PA standards in select counties.

- Each LHD is required to collaborate with **one** partner to assess the number of ECEs that implement nutrition and PA standards in select counties.

Strategy 2: Work with the CA Child Care R&R Network and CCFP Roundtable to improve PA and nutrition content in professional development trainings.

- Each LHD is required to work with **one** partner to assess PA and nutrition training needs and interests.

Strategy 3: Provide Nutrition and PA technical assistance to up to five ECE county R&R organizations, and up to six individual ECE sites to increase ECE adoption and practice of PA and nutrition standards.

- Each LHD is required to work with **one** ECE county R&R organization, and **two** individual ECE sites to increase ECE adoption and practice of PA and nutrition standards.

Overarching Strategy 4: Establish New or Improved Pedestrian, Bicycle, and Transit Transportation Systems.

SPAN Five Year Work Plan

Strategy 1: Increase community PA by supporting LHD involvement in the development, revision, or implementation of pedestrian, bicycle, or transportation plans and/or updating a city or county-wide general plan's transportation or health element or promoting local policy or infrastructure solutions.

- Each LHD is required to work towards the development, revision, or implementation of **either** pedestrian, bicycle or transportation plan **or** the updating of a city or county-wide general plan's transportation or health element or promoting local policy or infrastructure solutions.

Strategy 2: Increase community PA through training and TA to LHDs to support the development of successful application for the CA Department of Transportation's Active Transportation Program (ATP).

- Each LHD is required to participate in **one** statewide webinar demonstrating the types of transportation projects and activities fund through the ATP.
- Each LHD is required to assist in **one** evaluation survey assessing changes in knowledge and confidence in participating in planning processes among involved LHD staff.

Strategy 3: Support select LHDs to conduct SRTS program activities including promotion of Walking School Buses, Bicycle Trains, signage and wayfinding to promote family and community PA.

- Each LHD is required to participate in the dissemination of Walking School Bus and Bicycle Train Toolkits and infographics to a minimum **of two** school districts.
- Each LHD is required to participate in **one** statewide webinar on an emerging SRTS implementation, program or policy strategy.
- Each LHD is required to provide assistant in the piloting of **one** community participatory walkability audit and subsequent action planning.

Strategy 4: Collaborate with state-level partners in transportation and planning to include obesity, chronic disease prevention, and health equity in transportation policy and programming.

- Each LHD is required to identify at least **one** way to enhance collaboration with Caltrans- which may include be not be limited to participating in Caltrans' AT efforts through either their newly created Walk/Bike Technical Advisory Committee or through the existing Active Transportation for Livable Communities committee (ATLC).

SPAN Five Year Work Plan

Work Plan Overview Years Two-Five

Strategy 1: Implement Food Service Guidelines: Building on the findings and success of year one activities, work plans for years two through five will include strategies and activities that extend services to additional counties, settings (healthcare, food banks/pantries) and small retail markets as possible. Years two and three will focus on supports for local government agency healthy meeting policy adoption, assisting small grocers to improve healthy food access, and deepened evaluation efforts. In years three to five, we will promote new resources statewide and work with partners to develop trainings and TA to help inform and drive the approaches. The Cal SPAN team will host convenings, webinars, and/or teleconferences to support communities of practice. As organizations implement food service guidelines and policies, the team will develop success stories to highlight achievements, challenges, and lessons learned.

Strategy 2: Implement Interventions Supportive of BF: Building on the findings and success of year one activities, work plans for years two through five will extend services to additional LHOs, FQHCs, and WIC clinics. Years two and three will focus on existing BF policies in these sites and assessing training and TA needs of these second wave of LHDs and clinics as they begin to develop and implement BF supports. In years three-five, CDPH will promote new resources statewide, and work with partners to develop trainings and TA as per the assessment. We will host convenings, webinars, and/or teleconferences to support communities of practice. Also, in years two-five, as organizations implement policies, the Cal SPAN team will work with them to measure progress and impact and to develop success stories.

Strategies 3 & 5: Implement & Integrate Nutrition & PA Standards into Statewide ECE Systems: Building on successes in year one, we will develop partnerships to assist assessing ECE centers' readiness to implement nutrition and PA standards. The responses from county R&Rs and individual ECE sites will inform and drive the approach for statewide EGE systems, including the state's child care licensing agency, California's quality rating and improvement systems (ORIS), and a proposal for an EGE recognition program. CDPH will host convenings, webinars, and/or teleconferences to support communities of practice. In years four and five, staff will work with the CA child care licensing to strengthen its PA and nutrition-related requirements for certification. This may include increasing requirements for continuing education credits and optional trainings in obesity prevention strategies, including PA, CACFP meal pattern implementation and nutrition best practices. Also, in years four and five, staff will work with COE to propose revisions to the existing EGE learning standards and frameworks to include stronger PA and nutrition content and on integrating enhanced PA and nutrition criteria into QRIS for ECE sites to achieve a higher performance rating. Finally, CDPH will grow evaluation efforts, and communicate lessons learned and promising practices.

Strategy 4: Establish New or Improved Pedestrian, Bicycle, and Transit Transportation Systems: The Cal SPAN team will build upon the success of year one to include promotion and adoption of the CA-based Healthy Places Index tool (Southern CA Public Health Alliance) and the CDC's Health and Transportation Tool, and databases into program guidance, tools, and resources. We will promote incorporating health equity in AT through creation of infographics and messaging in collaboration with partners (e.g., Safe Routes to School Partnership, Changelab Solutions, Policylink, etc.). We will host convenings, webinars, and/or teleconferences to support communities of practice. In years three to five, we will promote new resources statewide through the SNAP-Ed LHD network. Finally, we will increase our role as a contributor in the state's AT policy and program work, providing sustainability for these efforts in the future.

			Year(1)	Year(2)	Year(3)	Year(4)	Year(5)	Total			
Account	SOW Reference	Annual Salary	FTE	Budget	FTE	Budget	FTE	Budget	FTE	Budget	
A Salaries and Wages											
Coordinator, Cyndi Dean	OAS3, 1-3	\$83,820.06	0.11	\$5,344.93	0.12	\$10,860.28	0.12	\$10,058.41	0.12	\$10,058.41	\$46,380.43
Total Salaries and Wages				\$5,344.93		\$10,860.28		\$10,058.41		\$10,058.41	\$46,380.43
Fringe Benefits			20%	\$1,069.01	20%	\$2,172.06	20%	\$2,011.68	20%	\$2,011.68	\$9,276.11
Total Personnel				\$6,413.94		\$13,032.33		\$12,070.09		\$12,070.09	\$55,656.53
D Equipment	Reference										
SPARK - promote healthy, active lifestyle -1-day workshop@ \$2,699 + 7 curriculums (school sites)@ \$399 each= \$2,793- Total for workshop and curriculums = \$5,492	OAS3, 1-3					\$7,214.20					\$7,214.20
NASCO - Physical Activity & Nutrition Message to promote healthy lifestyle - 7 school sites x 1 Kit @ \$431.65 = \$3,021.55	OAS3, 1-3			\$151.08		\$5,892.02		\$3,021.55		\$3,021.55	\$15,107.75
Harvest of the Month Rate the Taste - HOTM produce@ \$32.10 per class x 35 classes x 2 months= \$2,247	OAS3, 1-3					\$4,494.00		\$2,247.00		\$2,247.00	\$11,235.00
Nutrition education materials to promote healthy lifestyles - 200 students x 1 events x \$4. = \$800 each event X 5 years.	OAS3, 1-3			\$538.74		\$1,061.26		\$800.00		\$800.00	\$4,000.00
Family Connection Nights - Food for Taste Testing - Parent/Child learning classes & staff trainings - \$325 per FCN @ 6 sites= \$1,950 x 5 years	OAS3, 1-3					\$1,300.38		\$1,950.00		\$1,950.00	\$7,150.38
CATCH - Physical Activity on-line access & Early Childhood Curriculum on-line access and Teacher's Manual - 12 curriculums@ \$190 each= \$2,280	OAS3, 1-3					\$3,157.42		\$2,280.00		\$2,280.00	\$9,997.42
Skillastics Early Childhood Physical Activity Pack@ \$50 per 2-year on-line access plus 2-year on-line access Curriculum & Teacher's manual @ \$140 = \$190 total package x 12 sites= \$1,319.40	OAS3, 1-3					\$1,319.00		\$1,319.00		\$1,319.00	\$5,276.00
Total Equipment				\$689.82		\$24,438.28		\$11,617.55		\$11,617.55	\$59,980.75
E Supplies	Reference										
Office Supplies - paper, pens, copy paper, envelopes, folders, etc.	OAS3, 1-3			895.69		1,332.73		670.27		670.27	4,239.23
Total Supplies				\$895.69		\$1,332.73		\$670.27		\$670.27	\$4,239.23
F Travel	Reference										
Conference or IDEA World Conference travel to Anaheim Marriott and parking for project implementation. Mileage= 251 miles (1-way) @ 54.5 rate x 2 (502 miles round trip)= \$273.59 plus Parking= 4-days@ \$18 = \$ 72. Total \$345.59	OAS3, 1-3			\$288.26		\$577.42		\$345.59		\$345.59	\$1,902.45
Total Travel				\$288.26		\$577.42		\$345.59		\$345.59	\$1,902.45

CDC SPAN Grant Budget
 Fresno County Superintendent of Schools

REVISED Exhibit C

		Year (1)	Year(2)	Year (3)	Year(4)	Year (5)	Total	
G	Other	Reference						
	1 Coordinator - Childhood Obesity Conference - <i>Beyond Obesity: Tackling Root Causes, Anaheim</i> - Registration@ \$375, 3-night stay@ \$189 per night x 3 = \$567 = tax = \$610.94, and Per Diem @ \$38 per day x 4 = \$152. Total \$1,137.94	OAS3, 1-3	\$963.44		\$1,137.94		\$1,137.94	\$3,239.32
	1 Coordinator - IDEA World Conference - Ignite the Fire, Anaheim - Registration @ \$375, 3-night stay@ \$189 per night x 3 = \$567 = tax = \$610.94, and Per Diem @ \$38 per day x 4 = \$152. Total \$1,137.94	OAS3, 1-3		\$1,137.94		\$1,137.94		\$2,275.88
	Total Other		\$963.44	\$1,137.94	\$1,137.94	\$1,138	\$1,138	\$5,515.20
	Total Direct Costs		\$9,251.15	\$40,518.70	\$25,841.44	\$25,841.44	\$25,841.44	\$127,294.16
	INDIRECT COST		11% \$957.09	11% \$4,457.06	11% \$2,842.56	11% \$2,842.56	11% \$2,842.56	\$13,941.82
	Total Annual Budget		\$10,208.24	\$44,975.76	\$28,684.00	\$28,684.00	\$28,684.00	\$141,235.99

**Exhibit F
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

Granter 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.

Form with signature lines and labels: County of Fresno, Name of Grantee, Printed Name of Person Signing for Grantee, 18-10558, Contract / Grant Number, Signature of Person Signing for Grantee, Date, Title.

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

California Department of Public Health
Nutrition Education and Obesity Prevention Branch
7204
7377

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

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 (M).
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