

AMENDMENT II TO AGREEMENT

THIS AMENDMENT, hereinafter referred to as "Amendment II", is made and entered into this 27th day of September, 2016, by and between the **COUNTY OF FRESNO**, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and **PUBLIC HEALTH INSTITUTE**, a California Non-Profit Organization, whose address is 555 12th Street, 10th Floor, Oakland, CA 94607, hereinafter referred to as "CONTRACTOR" (collectively the "parties").

WHEREAS the parties entered into that certain Agreement, identified as COUNTY Agreement No. A-13-721, effective November 12, 2013, and COUNTY Amendment No. 13-721-1 effective October 1, 2015, hereinafter collectively referred to as "Agreement", whereby CONTRACTOR agreed to provide certain community engagement and nutrition education services to COUNTY's Department of Public Health; and

WHEREAS the parties now desire to amend the Agreement regarding changes as stated below and restate the Agreement in its entirety.

NOW, THEREFORE, in consideration of their mutual promises, covenants and conditions, hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. This Agreement shall be extended for an additional three (3) month period beginning October 1, 2016 through and including December 31, 2016 upon the same terms and conditions herein set forth.

2. For the additional three (3) month period, from October 1, 2016 to December 31, 2016, CONTRACTOR shall perform all services and fulfill all responsibilities as set forth in the extended Scope of Work, attached hereto as Exhibit A-1, incorporated herein by reference and made part of this Agreement.

3. That the following be added to existing COUNTY Agreement No. A-13-721, Section Four (4), "COMPENSATION," beginning on Page 3, Line 27 before the letter "A":

"In no event shall services performed under this Agreement be in excess of Eighty Thousand, Five Hundred Seventy-Eight Dollars (\$80,578) for the period beginning on October 1, 2016 through December 31, 2016 at the rates identified in Exhibit B-1, attached hereto and incorporated herein by this reference."

1 4. Except as otherwise provided in this Amendment I, all other provisions of the
2 Agreement remain unchanged and in full force and effect. This Amendment I shall become effective
3 October 1, 2016.

4 5. COUNTY and CONTRACTOR agree that this Amendment II is sufficient to amend the
5 Agreement, and that upon execution of this Amendment II, the Agreement and Amendment II together
6 shall be considered the Agreement.

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

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4 **CONTRACTOR:**
5 **PUBLIC HEALTH INSTITUTE**

6 By B. Melange Mathews
7 Print Name: B. Melange Mathews
8 Title: COO
9 Chairman of the Board, or
10 President, or any Vice President

11 Date: _____

12 By Tamar Dorfman
13 Print Name: Tamar Dorfman
14 Title: Chief Financial Officer
15 Secretary (of Corporation), or
16 any Assistant Secretary, or
17 Chief Financial Officer, or
18 any Assistant Treasurer

19 Date: 9.8.16

20
21
22 Mailing Address:
23 555 12th Street, 10th Floor
24 Oakland, CA 94607

25 Phone #: (510) 285-5500

26 Contact: Tamar Dorfman, CFO
27
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COUNTY OF FRESNO:

By Em + Bernice Seidel
Chairman, Board of Supervisors

Date: September 27, 2016

BERNICE E. SEIDEL, Clerk
Board of Supervisors

By Rosei Coughlin, Deputy
Date: September 27, 2016

**PLEASE SEE ADDITIONAL
SIGNATURE PAGE ATTACHED**

1 APPROVED AS TO LEGAL FORM:
2 DANIEL C. CEDERBORG, COUNTY COUNSEL

3
4
5 By  _____

6 APPROVED AS TO ACCOUNTING FORM:
7 VICKI CROW, C.P.A., AUDITOR-CONTROLLER/
8 TREASURER-TAX COLLECTOR

9
10
11 By  _____

12 REVIEWED AND RECOMMENDED FOR APPROVAL:

13
14
15
16 By  _____

17 David Pomaville
18 Director
19 Department of Public Health

20
21 Fund/Subclass: 0001/10000
22 Organization: 56201662
23 Account #: 7295

24
25
26 ET

Fresno County SNAP-Ed Amended FY16 Scope of Work- 3 Month Extension – Public Health Institute

SNAP-Ed Local Objective 1: Healthy Communities

Activity Number	Activity Description	Intervention Categories*	Responsible SNAP-Ed Agency(ies)	Subcontractors	Documentation
1.5	Host at least one Youth-led events that are promoting PSE work identified by youth leaders within the respective 6 targeted communities. Reaching at least 30 SNAP-Ed eligible population (20 youth, 10-adults).	☐ CED ☒ CEI ☒ MPR ☒ C&C ☐ TTA	☒ LHD ☐ UCCE	<u>LHD</u> :FCOE <u>LHD</u> : PHI	ATF On file: Agenda, sign-in sheet, flyers, posters, pictures, powerpoint, media stories
1.6	Provide 25 (LHD=0, UCCE=0, CFB= 17, PHI,= 2, FCOE=6) single session nutrition and physical activity education to at least 350 unduplicated eligible individuals at qualifying community centers, schools, afterschool's, churches, worksites, public housing locations, retail locations, and food distributions. Taste-testing will be included. LHD will conduct education activities in LHD six targeted communities only. UCCE will conduct education activities in other communities throughout Fresno County.	☒ CED ☐ CEI ☐ MPR ☐ C&C ☐ TTA	☒ LHD ☒ UCCE	<u>LHD</u> : FCOE, <u>LHD</u> : Community Food Bank (CFB) <u>LHD</u> : Public Health Institute (PHI)	ATF, RTW, Sign-in sheets, evaluation tools
1.7	At least 30 trained SNAP-Ed eligible adults (Champions) will provide 20 peer to peer single session nutrition and physical activity education to at least 90 unduplicated eligible adults at qualifying community centers, schools, churches, worksites, public housing locations, retail locations. Taste-testing will be included. On-going support will be provided to Champions, as needed.	☒ CED ☐ CEI ☐ MPR ☐ C&C ☐ TTA	☒ LHD ☐ UCCE	<u>LHD</u> : PHI	ATF, Sign-in Sheets, data cards, pictures, Champion Engagement System tracking log

Activity Number	Activity Description	Intervention Categories*	Responsible SNAP-Ed Agency(ies)	Subcontractors	Documentation
1.10	Utilize media, social media, and agency websites to promote and cross-promote at least 6 SNAP-Ed activities, success stories, events and/or town hall meetings as appropriate. Also in Objective 2, 5	☐ CED ☒ CEI ☒ MPR ☒ C&C ☐ TTA	☒ LHD ☒ UCCE	<u>LHD</u> : CFB <u>LHD</u> : PHI	On file: Facebook analytics, blog analytics, copy of CFB Fit Food Friday posts
1.12	Provide referrals to partner agencies both SNAP-Ed and non-SNAP-Ed to provide strategic coordinated nutrition and physical activity education to eligible SNAP-Ed population. For example, LHD will provide referrals to UCCE when receiving a request for services outside of the LHD six targeted communities.	☐ CED ☐ CEI ☐ MPR ☒ C&C ☐ TTA	☒ LHD ☒ UCCE	<u>LHD</u> : CHC <u>LHD</u> : PHI <u>LHD</u> : CFB <u>LHD</u> : FCOE	Referral Log, e-mails
1.13	Provide training and support to at least 10 (PHI) adult and 30 (PHI-15, 15-FCOE) youth Champions to complete nutrition and physical activity PSE projects.	☐ CED ☒ CEI ☐ MPR ☐ C&C ☒ TTA	☒ LHD ☐ UCCE	<u>LHD</u> : CHC <u>LHD</u> : PHI <u>LHD</u> : CFB <u>LHD</u> : FCOE	ATF On file: Sign-in sheets, agendas, evaluations, pictures, Champion Engagement System (tracking), identified project documentation
1.17	Participate in at least 2 community events reaching at least 100 SNAP-Ed eligible population.	☐ CED ☒ CEI ☐ MPR ☐ C&C ☐ TTA	☒ LHD ☒ UCCE	<u>LHD</u> : PHI <u>LHD</u> : CFB <u>LHD</u> : CHC	ATF, event flyer, event registration

***Intervention Categories Legend:** **CED** = Community/Nutrition Education Direct; **CEI** = Community/Nutrition Education Indirect; **MPR** = Media, Social Media, Public Relations and Messaging; **C&C** = Coordination and Collaboration; **TTA** = Training and Technical Assistance

SNAP-Ed Local Objective 5: School Wellness

Activity Number	Activity Description	Intervention Categories*	Responsible SNAP-Ed Agency(ies)	Subcontractors	Documentation
5.2	Provide ongoing support to qualifying school districts in developing and implementing an environmental supports for nutrition and physical activity. At least three school districts will identify nutrition or physical activity standard or policy and revise wellness policy. LHD and UCCE work in different school districts.	☐ CED ☐ CEI ☐ MPR ☒ C&C ☒ TTA	☒ LHD ☒ UCCE	<u>LHD</u> : FCOE <u>LHD</u> : PHI	ATF, RE-AIM On file: Agendas, meeting notes, standard/policy documentation
5.3	Provide training and ongoing support to at least 5 parents, of which 3 parent Champions will be represented in their respective school district's Wellness Committee to enhance their knowledge and skills related to the promotion of healthy eating and physical activity.	☐ CED ☐ CEI ☐ MPR ☐ C&C ☒ TTA	☒ LHD	<u>LHD</u> : PHI	ATF On file: Agendas, meeting notes, and sign-in sheets
5.10	Utilize media, social media, and agency websites to promote and cross-promote at least five SNAP-Ed activities, success stories, events and/or town hall meetings as appropriate. Also in objective 1, 2	☐ CED ☒ CEI ☒ MPR ☒ C&C ☐ TTA	☒ LHD ☒ UCCE	<u>LHD</u> : CFB <u>LHD</u> : PHI	On file: Facebook analytics, blog analytics,

***Intervention Categories Legend:** **CED** = Community/Nutrition Education Direct; **CEI** = Community/Nutrition Education Indirect; **MPR** = Media, Social Media, Public Relations and Messaging; **C&C** = Coordination and Collaboration; **TTA** = Training and Technical Assistance

Sub Staffing D

Exhibit B-1

Prime Grantee Name: County of Fresno (CDPH)
 Grant Number: 13-20524
 Sub Grant D Name: Public Health Institute (PHI)-Central California Regional Obesity Prevention Program (CCROPP)

Budget Adjustment		Position Title		Position Names		Description of Job Duties		FTEs	Total Annual	Total SNAP-	Benefit	Benefits	SNAP-Ed	Budget Adjustment Justification
Action	Last Amt Approved	* Job Descriptions for each position can be found on the Job Descriptions tab.				% of SNAP-Ed Time spent on Mgmt/Admin Duties	% of SNAP-Ed Time spent on Direct SNAP-Ed Delivery	charged to SNAP-Ed	Salary	Ed Salary	Rate	*Total SNAP-Ed Salary X Benefit Rate	Salary, Benefits and Wages, Federal Dollars only	
		5												
1			Chief Executive Officer	Genoveva Islas	90.00%	10.00%	0.05		\$23,710.00	\$1,185.50	35.000%	\$414.93	\$1,600.43	Salary and benefits for Chief Executive Officer from Oct 1st to Dec 31st.
2		26	Program Assistant	Brandie Banks-Bey	20.00%	80.00%	0.1		\$16,638.00	\$1,663.80	35.000%	\$582.33	\$2,246.13	Salary and benefits for Program Assitant from Oct 1st to Dec 31st.
4		27	Project Coordinator	TBH	20.00%	80.00%	1		\$15,362.00	\$15,362.00	35.000%	\$5,376.70	\$20,738.70	Salary and benefits for Project Coordinator from Oct 1st to Dec 31st.
5		22	Office Manager/Secretary/Admin Assistant	Marivel Sandoval	75.00%	25.00%	1		\$9,264.00	\$9,264.00	35.000%	\$3,242.40	\$12,506.40	Salary and benefits for Admin Assitant from Oct 1st to Dec 31st
6		26	Program Assistant	Ruth Nunez	20.00%	80.00%	0.25		\$9,274.00	\$2,318.50	35.000%	\$811.48	\$3,129.98	Salary and benefits for Program Assitant from Oct 1st to Dec 31st.
7		26	Program Assistant	TBH	20.00%	80.00%	0.25		\$9,274.00	\$2,318.50	35.000%	\$811.48	\$3,129.98	Salary and benefits for Program Assitant from Oct 1st to Dec 31st
8		26	Program Assistant	Leticia Trujillo	20.00%	80.00%	0.25		\$9,274.00	\$2,318.50	35.000%	\$811.48	\$3,129.98	Salary and benefits for Program Assitant from Oct 1st to Dec 31st.
9		26	Program Assistant	Carmen Lucero	20.00%	80.00%	0.25		\$9,274.00	\$2,318.50	35.000%	\$811.48	\$3,129.98	Salary and benefits for Program Assitant from Oct 1st to Dec 31st.
10										\$0.00		\$0.00	\$0.00	
11										\$0.00		\$0.00	\$0.00	
12										\$0.00		\$0.00	\$0.00	
13										\$0.00		\$0.00	\$0.00	
14										\$0.00		\$0.00	\$0.00	
15										\$0.00		\$0.00	\$0.00	
Totals:					295.00%	605.00%	3.15		\$102,070.00	\$36,749.30		\$12,862.26	\$49,611.56	

Definition and basis for calculations of benefit rate(s):

Retirement (10%), FICA (7.65%), medical/dental/vision (9.74%), long-term disability/short-term disability life/ADD (3.84%), workmen's compensation (2.77%), and California unemployment insurance (1.00%)

Sub D Budget Justification

Exhibit B-1

Prime Grantee Name: County of Fresno (CDPH)
Grant Number: 13-20524
Sub Grant D Name: Public Health Institute (PHI)-Central California Regional Obesity Prevention Program (CCROPP)

Budget Adjustment		Operating Expenses						
Action	Last Amt Approved	Budget Item	Description/Justification	Unit Cost	Quantity	FTE	Total	Budget Adjustment Justification
		Rent/Facilities	Office space for project staff (based on rate per FTE) 200 Sq Feet/ FTE*\$1.77 = \$354.55 x 3 months x 3.15 FTE.	\$354.55	3.00	3.15	\$3,350.50	
		Office Supplies	Office supplies such as paper, pens, binders etc. (based on rate per FTE)	\$150.00	3.00	3.15	\$1,417.50	
		Repair and Maintenance of Office Equipment	Repair and Maintenance of office equipment (based on rate per FTE) (\$20 X 3 months X 3.15 FTE)	\$20.00	3.00	3.15	\$189.00	
		Communications	Landlines, website, phone service, email accounts and internet service (based on rate per FTE)	\$261.36	3.00	3.15	\$2,469.85	
		Reproductions/Printing	Project-specific copying (based on rate per FTE)	\$104.55	3.00	3.15	\$988.00	
		Postage and Delivery	Project-specific postage and delivery (based on rate per FTE)	\$26.14	3.00	3.15	\$247.02	
Total Operating Expenses:							\$8,661.87	

Budget Adjustment		Travel and Per Diem													Budget Adjustment Justification
Action	Last Amt Approved	Travel/Position Title	Location	Trips	FTE	Days	Nights	Per Diem	Lodging	Air	Miles	Reg. Fee	Other	Total	
		Local communities/ Project Director, Project Coordinator, Admin Assistant and Program Assistants. 6 communities x 2 meetings per month x 3 moths x FTE x average miles.	Target Communities	36	3.15						44.00			\$855.36	Travel expenses for staff to join meetings with Champion Moms and local youth.
Total Travel and Per Diem:														\$855.36	

Budget Adjustment		Sub Grant(s)					
Action	Last Amt Approved	Name			Description/Justification	Total	Budget Adjustment Justification
		A					
Total Sub Grant(s):						\$0.00	

Sub D Budget Justification

Exhibit B-1

Budget Adjustment		Other Costs						
Action	Last Amt Approved	Budget Item	Description/Justification	Unit Cost	Quantity	Misc.	Total	Budget Adjustment Justification
		Food Demos and Spa Water	Plan to provide food demos at each of the ongoing bi-weekly meetings with Champions to support their PSE projects, plus 2 Re-think Your Drink Single Sessions. 36 meetings + 10 RTYD	\$2.50	38.00	1.00	\$95.00	Food demos and spa water to help support the nutrition education sessions for Champion Moms and Youth and local PSE
		PSE Community Projects	Meetings with Champions to support their PSE projects. \$50 is the average facility use cost in each community x 6 communities x 2 meeting per month x 3 months	\$50.00	36.00	1.00	\$1,800.00	Facility cost to continue to meet with Champion Moms and Youth in local community facilities.
		Champion for Change (Adult)	The purpose of this expense is to support Champions in their continued efforts to provide nutrition education to their peers, specifically the single lesson on Re-Think Your Drink. In addition, to supporting the ongoing nutrition education, Champions will also have an active role in the PSE efforts in their respective community. Support to these Champions is estimated as follows: 30 Champions will present 2 single sessions nutrition education and attend 2 meetings to help move PSE work forward, which could include: City Council or School board meetings. Each Champion Mom will be paid at a rate of \$75.00 for their combined activities in nutrition education and PSE efforts. This amount will cover their time and help to offset their travel expenses or nutrition education related expenses. 30 x \$75.00 = \$2,250.00	\$75.00	30.00	1.00	\$2,250.00	Support for Champion mom activities.
		Champions for Change (Youth)	The purpose of this expense is to support 15 Youth Champions in the 6 target communities for their continued PSE support efforts. Youth will engage in the following activities: Attend weekly meetings, attend local school board or community council meetings, assisting with food demonstrations and assisting in the planning of events relevant to the PSE efforts. Each Youth will be paid at a rate of \$75.00 for their combined activities in nutrition education and PSE efforts. This amount will cover their time and help to offset their travel expenses or nutrition education related	75.00	15.00	1.00	\$1,125.00	Support for youth activities.
		Champion Capacity Building	Training for Champion Moms such as CPR, CX3 and any other NEOP approved training opportunities to build their capacity and support PSE efforts. One capacity build training will be provided in each of the target communities during the 3 month extension. The total cost is estimated to be \$2,650, this will help to over presenters, materials and any associated travel costs for the presenters	507.50	6.00	1.00	\$3,045.00	Champion Moms and Youth training/ capacity building opportunities
Total Other Costs:							\$8,315.00	

Budget Adjustment Indirect Costs

Sub D Budget Justification

Exhibit B-1

Action	Last Amt Approved	Calculation Method	%	\$ of Method	Total	Budget Adjustment Justification
		PHI Federally Negotiated Indirect Cost Rate of MTDC	16.3000%	\$80,578.00	\$13,134.21	Indirect for PHI
Total Indirect Costs:					\$13,134.21	
Total Budget:					\$80,578.00	