

**AGREEMENT**

THIS AGREEMENT is made and entered into this 26th day of February, 2019, 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 Private Non-Profit Organization, whose address is 1625 E. Shaw Ave., Suite 146, 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 comprehensive evaluation services of the nutrition education services and policy system, and environmental (PSE) change efforts of the Department's existing Nutrition Education and Obesity Prevention (NEOP) program; and

WHEREAS, CONTRACTOR, through its Central Valley Health Policy Institute, has the facilities, equipment and personnel skilled in the provision of such evaluation 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**

A. CONTRACTOR shall perform all services and fulfill all responsibilities as identified in the Scope of Work, Exhibit A, attached hereto and by this reference incorporated herein.

B. CONTRACTOR shall perform all services and fulfill all responsibilities identified in the third year of the Integrated Work Plan (IWP), Exhibit B, attached hereto and by this reference incorporated herein.

C. CONTRACTOR shall assist in development and implementation of the overall NEOP evaluation for Federal Fiscal Year (FFY) 2020-2022 and the IWP evaluation for FFY 2020-2022.

**2. TERM**

This Agreement shall be effective upon execution through and including September 29,

1 2021. This Agreement may be extended for two (2) additional consecutive twelve (12) month periods upon  
2 written approval of both parties no later than thirty (30) days prior to the first day of the next twelve (12)  
3 month extension period. The Department of Public Health Director or his or her designee is authorized to  
4 execute such written approval on behalf of COUNTY based on CONTRACTOR'S satisfactory performance.

5 **3. TERMINATION**

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

11 Funding for these services is provided by the US Department of Health and  
12 Human Services, Centers for Disease Control and Prevention – Innovative State and Local  
13 Public Health Strategies to Prevent and Manage Diabetes and Heart Disease and Stroke  
14 Program (Catalog of Federal Domestic Assistance # 93.435).

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

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

21 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach  
22 of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall such  
23 payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default.  
24 The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the COUNTY of any  
25 funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of the COUNTY were  
26 not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund  
27 any such funds upon demand.

28 C. Without Cause - Under circumstances other than those set forth above, this

1 Agreement may be terminated by COUNTY or CONTRACTOR upon the giving of thirty (30) days advance  
2 written notice of an intention to terminate to CONTRACTOR.

3 **4. COMPENSATION/INVOICING**

4 A. COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive  
5 compensation at the rates as identified in Exhibit C, attached hereto and incorporated herein by this  
6 reference. Upon execution of this Agreement through and including September 29, 2019, in no event shall  
7 actual services performed under this Agreement be in excess of One Hundred Thousand Eight Dollars and  
8 No/100 (\$108,000) and for each twelve month period thereafter as described hereinabove shall not exceed  
9 One Hundred Thousand Eight Dollars and No/100 (\$108,000). In no event shall services performed under  
10 this Agreement be in excess of One Hundred Thousand Eight Dollars and No/100 (\$108,000) during each  
11 of the two (2) possible one (1) year extensions. It is understood that all expenses incidental to  
12 CONTRACTOR's performance of services under this Agreement shall be borne by CONTRACTOR.  
13 CONTRACTOR shall submit monthly invoices to the County of Fresno Department of Public Health.

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

18 C. COUNTY shall not be obligated to make any payments under this Agreement if the  
19 request for payment is received by the COUNTY or more than forty-five (45) days after the end of the  
20 Federal Fiscal Year.

21 D. CONTRACTOR shall invoice COUNTY monthly, by the thirtieth (30<sup>th</sup>) day of each  
22 month for the prior month's expenditures, addressed to the County of Fresno, Department of Public Health,  
23 OHPW-NEOP, P.O. Box 11867, Fresno, CA 93775, Attention: OHPW-NEOP Staff Analyst.

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

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1           **5.     INDEPENDENT CONTRACTOR**

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

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

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

21           **6.     MODIFICATION**

22           Any matters of this Agreement may be modified from time to time by the written consent of  
23 all the parties without, in any way, affecting the remainder. Notwithstanding the above, changes to line  
24 items in the budget, attached hereto as Exhibit C, that do not exceed ten percent (10%) of the maximum  
25 compensation payable to the CONTRACTOR may be made with written approval of COUNTY's  
26 Department of Public Health Director or designee and the designee of the California Department of Public  
27 Health. Said budget line item changes shall not result in any change to the maximum compensation  
28 amount payable to CONTRACTOR, as stated herein.

1           **7.     NON-ASSIGNMENT**

2                   Neither party shall assign, transfer or sub-contract this Agreement nor their rights or duties  
3 under this Agreement without the prior written consent of the other party.

4           **8.     HOLD HARMLESS**

5                   To the extent of CONTRACTOR's fault CONTRACTOR agrees to indemnify, save, hold  
6 harmless, and at COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any  
7 and all costs and expenses (including attorney's fees and costs), damages, liabilities, claims, and losses  
8 occurring or resulting to COUNTY in connection with the performance, or failure to perform, by  
9 CONTRACTOR, its officers, agents, or employees under this Agreement, and from any and all costs and  
10 expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or  
11 resulting to any person, firm, or corporation who may be injured or damaged by the performance, or  
12 failure to perform, of CONTRACTOR, its officers, agents, or employees under this Agreement.

13           **9.     INSURANCE**

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

18                   A.     Commercial General Liability

19                               Commercial General Liability Insurance with limits of not less than Two Million  
20 Dollars (\$2,000,000.00) per occurrence and an annual aggregate of Four Million  
21 Dollars (\$4,000,000.00). This policy shall be issued on a per occurrence basis.  
22 COUNTY may require specific coverages including completed operations,  
23 products liability, contractual liability, Explosion-Collapse-Underground, fire legal  
24 liability or any other liability insurance deemed necessary because of the nature of  
25 this contract.

26                   B.     Automobile Liability

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

1 C. Professional Liability

2 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N.,  
3 L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with  
4 limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three  
5 Million Dollars (\$3,000,000.00) annual aggregate.

6 D. Worker's Compensation

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

9 Additional Requirements Relating to Insurance

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

17 CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents, and  
18 employees any amounts paid by the policy of worker's compensation insurance required by this  
19 Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may be  
20 necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of subrogation under  
21 this paragraph is effective whether or not CONTRACTOR obtains such an endorsement.

22 Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement,  
23 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the  
24 foregoing policies, as required herein, to the County of Fresno, Department of Public Health, P.O. Box  
25 11867, Fresno, CA 93775, Attention: Contracts Section – 6<sup>th</sup> Floor, stating that such insurance coverage  
26 have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will  
27 not be responsible for any premiums on the policies; that for such worker's compensation insurance the  
28 CONTRACTOR has waived its right to recover from the COUNTY, its officers, agents, and employees any  
amounts paid under the insurance policy and that waiver does not invalidate the insurance policy; that such

1 Commercial General Liability insurance names the County of Fresno, its officers, agents and employees,  
2 individually and collectively, as additional insured, but only insofar as the operations under this Agreement  
3 are concerned; that such coverage for additional insured shall apply as primary insurance and any other  
4 insurance, or self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess  
5 only and not contributing with insurance provided under CONTRACTOR's policies herein; and that this  
6 insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice  
7 given to COUNTY.

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

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

14 **10. AUDITS AND INSPECTIONS**

15 The CONTRACTOR shall at any time during business hours, and as often as the COUNTY  
16 may deem necessary, make available to the COUNTY for examination all of its records and data with  
17 respect to the matters covered by this Agreement. The CONTRACTOR shall, upon request by the  
18 COUNTY, permit the COUNTY to audit and inspect all of such records and data necessary to ensure  
19 CONTRACTOR'S compliance with the terms of this Agreement.

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

23 **11. CONFIDENTIALITY**

24 All services performed by CONTRACTOR under this Agreement shall be in strict  
25 conformance with all applicable Federal, State of California and/or local laws and regulations relating to  
26 confidentiality. COUNTY agrees and acknowledges that CONTRACTOR must disclose requested  
27 documents in accordance with California law including but not limited to California Education Code Sections  
28 89913, et seq. and California Government Code Sections 6250, et seq., or subpoena.



1 and security of COUNTY's confidential information and to prevent unauthorized access, viewing, use or  
2 disclosure of data maintained in computer files, program documentation, data processing systems, data  
3 files and data processing equipment which stores or processes COUNTY data internally and externally.

4 F. Confidential client information transmitted to one party by the other by means of  
5 electronic transmissions must be encrypted according to Advanced Encryption Standards (AES) of 128 BIT  
6 or higher. Additionally, a password or pass phrase must be utilized.

7 G. CONTRACTOR is responsible to immediately notify COUNTY of any violations,  
8 breaches or potential breaches of security related to COUNTY's confidential information, data maintained in  
9 computer files, program documentation, data processing systems, data files and data processing  
10 equipment which stores or processes COUNTY data internally or externally.

11 H. COUNTY shall provide oversight to CONTRACTOR's response to all incidents  
12 arising from a possible breach of security related to COUNTY's confidential client information provided to  
13 CONTRACTOR. CONTRACTOR will be responsible to issue any notification to affected individuals as  
14 required by law or as deemed necessary by COUNTY in its sole discretion. CONTRACTOR will be  
15 responsible for all costs incurred as a result of providing the required notification.

16 **13. NON-DISCRIMINATION**

17 During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate  
18 against any employee or applicant for employment, or recipient of services, because of race, religious  
19 creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic  
20 information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or  
21 military or veteran status pursuant to all applicable State of California and Federal statutes and regulations.

22 **14. LICENSES/CERTIFICATIONS**

23 CONTRACTOR shall throughout the term of this Agreement maintain all necessary  
24 licenses, permits, approvals, certificates, waivers and exemptions necessary for the provision of the  
25 services hereunder and required by the laws and regulations of the United States of America, State of  
26 California, Fresno County and any other applicable government agencies. CONTRACTOR shall notify  
27 COUNTY immediately in writing of its inability to obtain or maintain such licenses, permits, approvals,  
28 certificates, waivers and exemptions, irrespective of the pendency of any appeal related thereto. In

1 addition, CONTRACTOR shall comply with all other applicable laws, rules, or regulations, as any may now  
2 exist or be hereafter changed.

3 **15. COMPLIANCE WITH STATE REQUIREMENTS**

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

10 **16. PROPERTY OF COUNTY**

11 All purchases over Five Thousand and No/100 Dollars (\$5,000.00) and certain purchases  
12 under Five Thousand and No/100 Dollars (\$5,000.00) such as computers, printers, cameras and other  
13 sensitive items made during the life of this Agreement shall be identified as fixed assets with an assigned  
14 County of Fresno Accounting Inventory Number. These fixed assets shall be retained by the COUNTY, as  
15 COUNTY property, in the event this Agreement is terminated or upon expiration of this Agreement.  
16 CONTRACTOR agrees to participate in an annual inventory of all COUNTY fixed assets and shall be  
17 physically present when fixed assets are returned to COUNTY possession at the termination or expiration  
18 of this Agreement.

19 **17. RECORDS**

20 Financial and statistical data shall be kept and reports made as required by the COUNTY's  
21 Department of Public Health Director and the State. All such records shall be available for inspection by the  
22 designated Auditors of COUNTY or State at reasonable times during normal business hours. All such  
23 records shall be maintained through the end of this Agreement. All records shall be considered property of  
24 COUNTY and shall be retained by COUNTY at the termination or expiration of this Agreement.

25 **18. REPORTS**

26 CONTRACTOR shall submit to COUNTY within thirty (30) calendar days all program reports  
27 for the preceding month. CONTRACTOR shall also furnish to COUNTY such statements, records, reports,  
28 data, and other information as COUNTY may request pertaining to matters covered by this Agreement. In

1 the event that CONTRACTOR fails to provide such reports or other information required hereunder, it shall  
2 be deemed sufficient cause for COUNTY to withhold monthly payments until there is compliance. In  
3 addition, CONTRACTOR shall provide written notification and explanation to the COUNTY within five (5)  
4 days of any fund received from another source to conduct the same services covered by this Agreement.

5 **19. PROHIBITION OF PUBLICITY**

6 None of the funds, materials, property or services provided directly or indirectly under this  
7 Agreement shall be used for CONTRACTOR's advertising, fundraising or publicity (e.g., purchasing of  
8 tickets/tables, silent auction donations, media promotions) for the purpose of self-promotion.

9 Notwithstanding the above, publicity of the services described in Section One (1) of this Agreement shall be  
10 allowed as necessary to raise public awareness about the availability of such specific services when  
11 approved in advance in writing by COUNTY's NEOP Project Director and the California Department of  
12 Public Health. Such items include but are not limited to written/printed materials, materials posted on the  
13 internet, or the use of media (e.g., radio, television, billboards, newspapers), and any related expense.  
14 Documents prepared by CONTRACTOR using funding under this Agreement for external release shall  
15 undergo appropriate review and approval prior to release. Review may take up to thirty (30) business days.  
16 Materials, whether newly developed or reprinted, shall include an appropriate acknowledgement/funding  
17 statement.

18 **20. NOTICES**

19 The persons and their addresses having authority to give and receive notices under this  
20 Agreement include the following:

<u>COUNTY</u>	<u>CONTRACTOR</u>
Director, County of Fresno	CSUF Foundation
Department of Public Health	Executive Director
P.O. Box 11867	4910 N. Chestnut Ave
Fresno, CA 93775	Fresno, CA 93726

24 All notices between the COUNTY and CONTRACTOR provided for or permitted under this  
25 Agreement must be in writing and delivered either by personal service, by first-class United States mail, by  
26 an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by  
27 personal service is effective upon service to the recipient. A notice delivered by first-class United States  
28 mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid,

1 addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one  
2 COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid,  
3 with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by  
4 telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is  
5 completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the  
6 next beginning of a COUNTY business day), provided that the sender maintains a machine record of the  
7 completed transmission. For all claims arising out of or related to this Agreement, nothing in this section  
8 establishes, waives, or modifies any claims presentation requirements or procedures provided by law,  
9 including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code,  
10 beginning with section 810).

11 **21. GOVERNING LAW**

12 Venue for any action arising out of or related to this Agreement shall only be in Fresno  
13 County, California.

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

16 **22. DISCLOSURE OF SELF-DEALING TRANSACTIONS**

17 This provision is only applicable if the CONTRACTOR is operating as a corporation (a  
18 for-profit or non-profit corporation) or if during the term of the agreement, the CONTRACTOR changes  
19 its status to operate as a corporation.

20 Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing  
21 transactions that they are a party to while CONTRACTOR is providing goods or performing services  
22 under this agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR  
23 is a party and in which one or more of its directors has a material financial interest. Members of the  
24 Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and  
25 signing a Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit E and incorporated  
26 herein by reference, and submitting it to the COUNTY prior to commencing with the self-dealing  
27 transaction or immediately thereafter.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day

and year first hereinabove written.

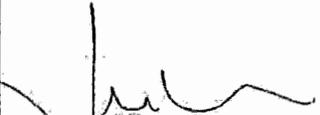
**CONTRACTOR:**  
**CALIFORNIA STATE UNIVERSITY,**  
**FRESNO FOUNDATION**

**COUNTY OF FRESNO:**

(Authorized Signature)

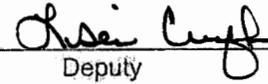


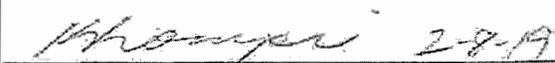
Nathan Magsig, Chairman of the Board of Supervisors of the County of Fresno

 2/11/19  
James Marshall, Dean of Research and Graduate Studies

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

(Authorized Signature)

By:   
Deputy

  
Keith Kompsi, Director of Foundation Financial Services

Mailing Address  
4910 N. Chestnut Ave. M/S of 123  
Fresno, CA 93726  
Contact: Dr. John Capitman  
Phone: 559-228-2157

FOR ACCOUNTING USE ONLY:  
ORG No.: 56201662  
Account No.: 7295

JW

## SCOPE OF WORK

The County of Fresno, on behalf of the Department of Public Health, requires qualified evaluators to provide comprehensive evaluation services for the NEOP program. The NEOP program goals include providing direct and indirect nutrition and physical activity education services and support for PSE changes to improve the nutritional status and prevent obesity among Supplemental Nutrition Assistance Program–Education (SNAP-Ed) eligible residents ( $\leq 185\%$  federal poverty level) and other individuals living in six targeted low-income neighborhoods/areas. The NEOP evaluation is in line with the *Western Region's SNAP-Ed Evaluation Framework: Nutrition, Physical Activity, and Obesity Prevention Outcomes*.

CONTRACTOR will lead evaluation of NEOP efforts to improve the nutritional status and prevent obesity among Fresno County residents living in the following six neighborhoods/areas (and their corresponding approved census tracts): Kerman, Lowell, Parlier, Reedley, Sanger, and West Fresno. These areas were selected based on USDA's guidance for SNAP-Ed eligible and participant population, years of potential life lost across zip code analysis, American Community Survey 2011-2015, and vicinity to the twelve locally designated USDA food desert areas.

CONTRACTOR will provide input and expertise in the development of new, or adaptation of existing assessment tools and will analyze data to prioritize nutrition education services and PSE interventions to inform Department and NEOP planning, community engagement, and education. CONTRACTOR will be responsible for ongoing data analysis, monitoring and reporting activities, will be consulted during the development of needs assessment tools to ensure data viability and program accountability, and will assist with the development of success stories. CONTRACTOR will be required to implement the activities and submit the deliverables described in **Exhibit B**.

### NEOP Program Objectives

With support from the California Department of Public Health (CDPH) and the United States Department of Agriculture (USDA) SNAP-Ed, the CDPH Nutrition Education Obesity Prevention Branch (NEOPB) allocated NEOP funding to the Department to facilitate building and improving community and agency policies, systems, and environments that empower residents to make healthy decisions in order to improve their health status. Some of these activities include:

- Increase access to and consumption of fresh fruits and vegetables.
- Increase access to and consumption of healthy beverages.
- Increase physical activity rates and opportunities.
- Increase school-based wellness strategies and PSE changes.

Additional information on NEOPB is available online at:

[https://www.cdph.ca.gov/Programs/CCDPHP/DCDIC/NEOPB/Pages/Nutrition\\_Education\\_Obesity\\_Prevention\\_Branch.aspx](https://www.cdph.ca.gov/Programs/CCDPHP/DCDIC/NEOPB/Pages/Nutrition_Education_Obesity_Prevention_Branch.aspx).

NEOP staff will work with CONTRACTOR to ensure access to all relevant data. The contractor will be expected to maintain open and cooperative relationships with the Department's NEOP staff and subcontractors, as well as with Fresno County UC Cooperative Extension (UCCE) CalFresh and Catholic Charities of California (CCC), and other local SNAP-Ed funded agencies. This may include attending regular meetings and trainings as appropriate and cross-promoting evaluation opportunities. During the first year, CONTRACTOR will also

work with NEOP staff, subcontractors, and other SNAP-Ed funded agencies to develop the next three-year Integrated Work Plan and corresponding evaluation activities.

### **Program Evaluation**

CONTRACTOR will begin with key informant interviews of NEOP staff and subcontractors to learn the program and program services, status of activities, and will determine upcoming evaluation needs to complete year 3 of the current 3-year grant. CONTRACTOR will then develop an action plan to move forward and complete deliverables. Current NEOP subcontractors work on the following interventions:

1. Nutrition Education - Cultiva LaSalud
2. School Wellness - Fresno County Superintendent of Schools
3. Healthy Retail and Worksite Wellness - California Health Collaborative

CONTRACTOR's work will contribute to the following Fresno County NEOP overall three-year objectives to be completed by September 30, 2019.

1. Recruit, identify and engage at least 160 (70 existing + additional 30 annually) adult and 255 (105 existing +50 annually) youth Champions, through direct and indirect nutrition and physical activity education, and 18 (6 x 3 years) agency champions through collaboration, who will participate and/or lead at least 8 community-driven and built environment PSE strategies in the six local health department (LHD) targeted communities, and in CCC targeted sites, to increase access to healthy foods and physical activity opportunities.
2. Increase access to healthy foods of SNAP-Ed qualifying adults and/or children by making at least 7 food access sustainable environmental changes in LHD six targeted communities and CCC targeted sites.
3. Qualify and continue to partner with a total of 15 worksites (12 qualifying worksites and at least 3 qualifying school district worksites) to implement worksite wellness activities utilizing the Get Fit Business Kit and to create at least 2 policy, systems and environmental changes to support the healthy behavior changes of their employees, increase consumption of healthy foods and beverages, reduce consumption of unhealthy foods and beverages, and increase physical activity practices among Fresno County SNAP-Ed eligible population through worksite environmental support in the six targeted communities in Fresno County.
4. At least 36 participating schools, will report successful implementation (put into practice) at least 1 policy system and environmental change that will support nutrition and physical activity education and opportunities to increase knowledge, skills, self-efficacy, and positive attitudes that promote healthy eating and physical activity, increase consumption of healthy foods and beverages, reduce consumption of unhealthy foods and beverages, and increase physical activity practices among Fresno County SNAP-Ed eligible population.

The objectives and their corresponding evaluation activities are listed in **Exhibit B**.

### **Reporting**

CONTRACTOR is required to submit quarterly reports with documentation of deliverables detailed in Attachment A and contribute to reports required by the funder, California Department of Public Health Nutrition Education Obesity Prevention Branch (NEOPB). The Department will notify CONTRACTOR no less than 30 days in advance of reporting deadlines as the program progresses.

CONTRACTOR will only use approved NEOPB materials and evaluation tools unless otherwise directed by the Department. The NEOPB attribution language, NEOPB required logos, and Fresno County Department of Public Health logo and attribution language will be included on all developed materials for public dissemination with prior approval from the Department. All reports, tools, etc., developed for NEOP, remains property of the County of Fresno. At the County's option, if the required services necessitate multiple revisions or corrections to work submitted, evaluation services may be provided at no cost to the Department's NEOP Program.

### **Requirements**

CONTRACTOR shall abide by all applicable federal, state and local guidelines and regulations, including but not limited to:

1. SNAP-Ed Plan Guidance and Templates: <https://snaped.fns.usda.gov/administration/snap-ed-plan-guidance-and-templates>
2. CDPH Guidelines: <https://www.cdph.ca.gov/Programs/CCDC/DCDC/NEOPB/Pages/SNAP-EdGuidanceLHD.aspx>
3. 2015-2020 Dietary Guidelines for Americans: <https://health.gov/dietaryguidelines/2015/>

### **Subcontracting**

CONTRACTOR may not subcontract any part of the contract. However, with advance approval, the contractor may hire a consultant on an hourly, per-event or similar basis (e.g., translation services) as deemed necessary by NEOP Project Director.

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**Three-Year SNAP-Ed Local Objective #1 (FFY 2017–FFY 2019):**

By September 30, 2019, recruit, identify and engage at least 160 (70 existing + additional 30 annually) adult and 255 (105 existing +50 annually) youth Champions, through direct and indirect nutrition and physical activity education, and 18 (6 x 3 years) agency champions through collaboration, who will participate and/or lead at least 8 community-driven and built environment PSE strategies in the six LHD targeted communities, and CCC target sites, to increase access to healthy foods and physical activity opportunities.

**I. PSE Strategy(ies) that support the Three-Year SNAP-Ed Local Objective listed above:**

Safe routes to school, school meal improvement, park improvement, joint use agreements, playground stencils, community and school gardens, hydration stations, built environment (land use and planning), healthy food/beverage standards at parishes/parish wellness policies & increased access/opportunity to community PA

**II. Annual Objectives to support the Three-Year SNAP-Ed Local Objective listed above:**

**1. FFY 2017 (Year 1) Objective(s):**

- a. By September 30, 2017, in partnership with the Central Valley NEOP Project Directors, UCCE, and the Central Valley Health and Nutrition Collaborative (CVHNC) Built Environment Workgroup, explore, identify and receive 3 training and education activities to build capacity on development and implementation of land use and planning PSE efforts.
- b. By September 30, 2017, provide training and support to an additional 30 adult, 50 youth and 6 agency new champions and existing champions to complete community-driven nutrition and physical activity future PSE projects.
- c. By September 30, 2017 conduct 2 community forums with champions and community partners in target communities where community forums were previously conducted to reassess priorities identified by the community.
- d. By September 30, 2017, conduct the Communities of Excellence in Nutrition, Physical Activity and Obesity Prevention (CX3) neighborhood reassessment process in two Fresno County neighborhoods (Sanger and Kerman) in partnership with local Champions in

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order to measure the nutrition and physical activity environments, measure any change since FFY 2014, and provide updated data to drive future PSE work and community engagement in those neighborhoods.

- e. By September 30, 2017, UCCE and LHD will provide direct education to 27,883 (UCCE=19,963 and LHD=7,920), and indirect education to 43,860 (UCCE=23,524 and LHD=20,336), SNAP-Ed eligible individuals throughout Fresno County.

#### 2. FFY 2018 (Year 2) Objective(s):

- a. By September 30, 2018, in partnership with adult, youth and/or agency champions, identify potential and develop plans in at least 1 built environment PSE strategies to increase access to healthy foods and physical activity opportunities.
- b. By September 30, 2018, provide training and support to an additional 30 adult, 50 youth and 6 agency new champions and existing champions to complete at least 2 community-driven and 1 faith based nutrition and physical activity PSE projects.
- c. By September 30, 2018 conduct 2 community forums with champions and community partners in target communities where community forums were previously conducted to reassess priorities identified by the community.
- d. By September 30, 2018, UCCE, CCC and LHD will provide direct education to 6,449 (UCCE=1,835, CCC=560 and LHD=4,054), and indirect education to 8,760 (UCCE=425, CCC=1,500 and LHD=6,835), SNAP-Ed eligible individuals throughout Fresno County.

#### 3. FFY 2019 (Year 3) Objective(s):

- a. By September 30, 2019, in partnership with adult, youth and/or agency champions, implement at least 1 built environment PSE strategies that will increase access to healthy foods and physical activity opportunities.
- b. By September 30, 2019, provide training and support to an additional 30 adult, 50 youth and 6 agency new champions and existing champions to complete at least 3 community-driven and 4 faith based nutrition and physical activity PSE projects.
- c. By September 30, 2019 conduct 2 community forums with champions and community partners in target communities where community forums were previously conducted to reassess priorities identified by the community.
- d. By September 30, 2019, conduct the Communities of Excellence in Nutrition, Physical Activity and Obesity Prevention (CX3) neighborhood reassessment process in four Fresno County neighborhoods (Lowell, West Fresno, Parlier, and Reedley) in partnership

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with local Champions in order to measure the nutrition and physical activity environments, measure any change since FFY 2016, and provide updated data to drive future PSE work and community engagement in those neighborhoods.

- e. By September 30, 2019, UCCE, CCC and LHD will provide direct education to 6,509 (UCCE=1,835, CCC=620 and LHD=4,054), and indirect education to 8,760 (UCCE=425, CCC=1,500 and LHD=6,835), SNAP-Ed eligible individuals throughout Fresno County.

**\* Responsible SNAP-Ed Agency(ies)**

CWD=California Welfare Department; LHD = Local Health Department; AAA = Area Agency on Aging; UCCC = University of California Cooperative Extension; CCC = California Catholic Charities

**\*\*Time Frame: Year & Quarter:**

Year 1 (FFY 2017); Year 2 (FFY 2018); Year 3 (FFY 2019) Qtr. 1 (Oct. 1-Dec. 31); Qtr. 2 (Jan. 1-March 31); Qtr. 3 (Apr. 1-Jun. 30); Qtr. 4 (Jul. 1-Sept.30)

**Evaluation Activities (FFY 2017 - FFY 2019)**

Activity Number	Evaluation Activity Description	Formative	Process	Outcome or Impact	Responsible SNAP-Ed Agency(ies)	Time Frame: Year & Quarter**	Tool/Documentation																								
E.1.1	On an on-going basis, record SNAP-Ed activities, sites, participants reached, and other required elements for USDA’s SNAP-Ed Education and Administration Reporting System.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<table border="1"> <tr><td></td><td>CWD</td></tr> <tr><td>X</td><td>LHD</td></tr> <tr><td></td><td>AAA</td></tr> <tr><td></td><td>UCCE</td></tr> <tr><td>X</td><td>CCC</td></tr> </table>		CWD	X	LHD		AAA		UCCE	X	CCC	<table border="1"> <tr><th colspan="4">Year 3</th></tr> <tr><th>Q1</th><th>Q2</th><th>Q3</th><th>Q4</th></tr> <tr><td>X</td><td>X</td><td>X</td><td>X</td></tr> </table>	Year 3				Q1	Q2	Q3	Q4	X	X	X	X	<input type="checkbox"/>	EARS/ATF
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<input checked="" type="checkbox"/>	PEARS																														
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		List other:																													

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E.1.3	Monitor reach, effectiveness, adoption, implementation, and maintenance of champion-led and community-driven PSE changes through policy review, surveys, key informant interviews, and/or observational assessments. SSC will lead.		X	X	<table border="1"> <tr><td></td><td>CWD</td></tr> <tr><td>X</td><td>LHD</td></tr> <tr><td></td><td>AAA</td></tr> <tr><td></td><td>UCCE</td></tr> <tr><td></td><td>CCC</td></tr> </table>		CWD	X	LHD		AAA		UCCE		CCC	<table border="1"> <tr><th colspan="4">Year 3</th></tr> <tr><th>Q1</th><th>Q2</th><th>Q3</th><th>Q4</th></tr> <tr><td>X</td><td>X</td><td>X</td><td>X</td></tr> </table>	Year 3				Q1	Q2	Q3	Q4	X	X	X	X	<table border="1"> <tr><td></td><td>EARS/ATF</td></tr> <tr><td>X</td><td>PEARS</td></tr> <tr><td></td><td>UC CalFresh Workbook</td></tr> <tr><td></td><td>Food Behavior Checklist</td></tr> <tr><td></td><td>UC Intent to Change</td></tr> </table> <p>List other: Champion Engagement System, evaluation tools, exposure surveys and related reports, evaluation summaries/reports</p>		EARS/ATF	X	PEARS		UC CalFresh Workbook		Food Behavior Checklist		UC Intent to Change
	CWD																																						
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E.1.4	Monitor reach, effectiveness, adoption, implementation, and maintenance of champion-led organizational changes at faith-based organizations through activity and communications tracking (Champion Engagement System), policy review, surveys, key informant interviews, and/or observational assessments. SSC will lead.		X	X	<table border="1"> <tr><td></td><td>CWD</td></tr> <tr><td>X</td><td>LHD</td></tr> <tr><td></td><td>AAA</td></tr> <tr><td></td><td>UCCE</td></tr> <tr><td></td><td>CCC</td></tr> </table>		CWD	X	LHD		AAA		UCCE		CCC	<table border="1"> <tr><th colspan="4">Year 3</th></tr> <tr><th>Q1</th><th>Q2</th><th>Q3</th><th>Q4</th></tr> <tr><td>X</td><td>X</td><td>X</td><td>X</td></tr> </table>	Year 3				Q1	Q2	Q3	Q4	X	X	X	X	<table border="1"> <tr><td></td><td>EARS/ATF</td></tr> <tr><td>x</td><td>PEARS</td></tr> <tr><td></td><td>UC CalFresh Workbook</td></tr> <tr><td></td><td>Food Behavior Checklist</td></tr> <tr><td></td><td>UC Intent to Change</td></tr> </table> <p>List other: Champion Engagement System, evaluation tools, evaluation summaries reports</p>		EARS/ATF	x	PEARS		UC CalFresh Workbook		Food Behavior Checklist		UC Intent to Change
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E.1.5	Monitor reach, effectiveness, adoption, implementation, and maintenance of champion-led PSE changes at schools through activity and communications tracking (Champion Engagement System), policy review, surveys, key informant interviews, and/or observational assessments. SSC will lead.		X	X	<table border="1"> <tr><td></td><td>CWD</td></tr> <tr><td>X</td><td>LHD</td></tr> <tr><td></td><td>AAA</td></tr> <tr><td></td><td>UCCE</td></tr> <tr><td></td><td>CCC</td></tr> </table>		CWD	X	LHD		AAA		UCCE		CCC	<table border="1"> <tr><th colspan="4">Year 3</th></tr> <tr><th>Q1</th><th>Q2</th><th>Q3</th><th>Q4</th></tr> <tr><td>X</td><td>X</td><td>X</td><td>X</td></tr> </table>	Year 3				Q1	Q2	Q3	Q4	X	X	X	X	<table border="1"> <tr><td></td><td>EARS/ATF</td></tr> <tr><td></td><td>PEARS</td></tr> <tr><td></td><td>UC CalFresh Workbook</td></tr> <tr><td></td><td>Food Behavior Checklist</td></tr> <tr><td></td><td>UC Intent to Change</td></tr> </table> <p>List other: Champion Engagement System, evaluation tools, evaluation summaries/reports</p>		EARS/ATF		PEARS		UC CalFresh Workbook		Food Behavior Checklist		UC Intent to Change
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E.1.6	Monitor reach, effectiveness, adoption, implementation, and maintenance of champion-led built environment (land use and planning) PSE changes through activity and communications tracking (Champion Engagement System), policy review, surveys, key informant interviews, and/or observational assessments. SSC will lead.		X	X	<table border="1"> <tr><td></td><td>CWD</td></tr> <tr><td>X</td><td>LHD</td></tr> <tr><td></td><td>AAA</td></tr> <tr><td></td><td>UCCE</td></tr> <tr><td></td><td>CCC</td></tr> </table>		CWD	X	LHD		AAA		UCCE		CCC	<table border="1"> <tr><th colspan="4">Year 3</th></tr> <tr><th>Q1</th><th>Q2</th><th>Q3</th><th>Q4</th></tr> <tr><td>X</td><td>X</td><td>X</td><td>X</td></tr> </table>	Year 3				Q1	Q2	Q3	Q4	X	X	X	X	<table border="1"> <tr><td></td><td>EARS/ATF</td></tr> <tr><td></td><td>PEARS</td></tr> <tr><td></td><td>UC CalFresh Workbook</td></tr> <tr><td></td><td>Food Behavior Checklist</td></tr> <tr><td></td><td>UC Intent to Change</td></tr> </table> <p>List other: Champion Engagement System, evaluation tools, evaluation summaries/reports</p>		EARS/ATF		PEARS		UC CalFresh Workbook		Food Behavior Checklist		UC Intent to Change
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E.1.7	Monitor and evaluate outcomes of direct education activities with CDPH approved evaluation curriculum evaluation tools. LHD and SSC will lead.		X	X	<table border="1"> <tr><td></td><td>CWD</td></tr> <tr><td>X</td><td>LHD</td></tr> <tr><td></td><td>AAA</td></tr> <tr><td></td><td>UCCE</td></tr> <tr><td></td><td>CCC</td></tr> </table>		CWD	X	LHD		AAA		UCCE		CCC	<table border="1"> <tr><th colspan="4">Year 3</th></tr> <tr><th>Q1</th><th>Q2</th><th>Q3</th><th>Q4</th></tr> <tr><td>X</td><td>X</td><td>X</td><td>X</td></tr> </table>	Year 3				Q1	Q2	Q3	Q4	X	X	X	X	<table border="1"> <tr><td></td><td>EARS/ATF</td></tr> <tr><td>x</td><td>PEARS</td></tr> <tr><td></td><td>UC CalFresh Workbook</td></tr> <tr><td></td><td>Food Behavior Checklist</td></tr> <tr><td></td><td>UC Intent to Change</td></tr> </table> <p>List other: Evaluation summaries/reports</p>		EARS/ATF	x	PEARS		UC CalFresh Workbook		Food Behavior Checklist		UC Intent to Change
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E.1.12	CX3 is a protocol for evaluating neighborhood environments. As such, all methods and deliverables are listed in the above table as opposed to in a separate evaluation table.				<table border="1"> <tr><td></td><td>CWD</td></tr> <tr><td>x</td><td>LHD</td></tr> <tr><td></td><td>AAA</td></tr> <tr><td></td><td>UCCE</td></tr> <tr><td></td><td>CCC</td></tr> </table>		CWD	x	LHD		AAA		UCCE		CCC	<table border="1"> <tr><th colspan="4">Year 3</th></tr> <tr><th>Q1</th><th>Q2</th><th>Q3</th><th>Q4</th></tr> <tr><td>X</td><td>X</td><td>X</td><td>X</td></tr> </table>	Year 3				Q1	Q2	Q3	Q4	X	X	X	X	<table border="1"> <tr><td></td><td>EARS/ATF</td></tr> <tr><td></td><td>PEARS</td></tr> <tr><td></td><td>UC CalFresh Workbook</td></tr> <tr><td></td><td>Food Behavior Checklist</td></tr> <tr><td></td><td>UC Intent to Change</td></tr> </table> <p>List other: CX3 Tools, completed forms, maps, data base</p>		EARS/ATF		PEARS		UC CalFresh Workbook		Food Behavior Checklist		UC Intent to Change
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E.1.15	UCCE, LHD and SSC will implement a joint outcome evaluation.		X	X	<table border="1"> <tr><td></td><td>CWD</td></tr> <tr><td>x</td><td>LHD</td></tr> <tr><td></td><td>AAA</td></tr> <tr><td>x</td><td>UCCE</td></tr> <tr><td></td><td>CCC</td></tr> </table>		CWD	x	LHD		AAA	x	UCCE		CCC	<table border="1"> <tr><th colspan="4">Year 3</th></tr> <tr><th>Q1</th><th>Q2</th><th>Q3</th><th>Q4</th></tr> <tr><td>x</td><td>x</td><td>x</td><td>x</td></tr> </table>	Year 3				Q1	Q2	Q3	Q4	x	x	x	x	<table border="1"> <tr><td></td><td>EARS/ATF</td></tr> <tr><td></td><td>PEARS</td></tr> <tr><td></td><td>UC CalFresh Workbook</td></tr> <tr><td></td><td>Food Behavior Checklist</td></tr> <tr><td></td><td>UC Intent to Change</td></tr> </table> <p>List other: UCCE and LHD joint evaluation summaries/reports</p>		EARS/ATF		PEARS		UC CalFresh Workbook		Food Behavior Checklist		UC Intent to Change
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E.1.17	LHD will provide staff training on community engagement framework in year 1 and conduct 3 trainings with champions in year 2 and 3 trainings with champions in year 3 using community engagement framework materials. SSC will take lead on evaluating trainings		x	X	<table border="1"> <tr><td></td><td>CWD</td></tr> <tr><td>X</td><td>LHD</td></tr> <tr><td></td><td>AAA</td></tr> <tr><td></td><td>UCCE</td></tr> <tr><td></td><td>CCC</td></tr> </table>		CWD	X	LHD		AAA		UCCE		CCC	<table border="1"> <tr><th colspan="4">Year 3</th></tr> <tr><th>Q1</th><th>Q2</th><th>Q3</th><th>Q4</th></tr> <tr><td>X</td><td>X</td><td>X</td><td>X</td></tr> </table>	Year 3				Q1	Q2	Q3	Q4	X	X	X	X	<table border="1"> <tr><td></td><td>EARS/ATF</td></tr> <tr><td></td><td>PEARS</td></tr> <tr><td></td><td>UC CalFresh Workbook</td></tr> <tr><td></td><td>Food Behavior Checklist</td></tr> <tr><td></td><td>UC Intent to Change</td></tr> </table> <p>List other: Training evaluation tools and evaluation results</p>		EARS/ATF		PEARS		UC CalFresh Workbook		Food Behavior Checklist		UC Intent to Change
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E.1.24	Present results back to stakeholders and champions with in the respective participating communities. From the results, champions and stakeholders will identify priorities to	X			<table border="1"> <tr><td></td><td>CWD</td></tr> <tr><td>X</td><td>LHD</td></tr> <tr><td></td><td>AAA</td></tr> <tr><td></td><td>UCCE</td></tr> </table>		CWD	X	LHD		AAA		UCCE	<table border="1"> <tr><th colspan="4">Year 3</th></tr> <tr><th>Q1</th><th>Q2</th><th>Q3</th><th>Q4</th></tr> <tr><td>X</td><td>X</td><td>X</td><td>X</td></tr> </table>	Year 3				Q1	Q2	Q3	Q4	X	X	X	X	<table border="1"> <tr><td></td><td>EARS/ATF</td></tr> <tr><td></td><td>PEARS</td></tr> <tr><td></td><td>UC CalFresh Workbook</td></tr> </table>		EARS/ATF		PEARS		UC CalFresh Workbook						
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	increase access to physical activity opportunities.				<table border="1"> <tr> <td data-bbox="1224 337 1283 378"></td> <td data-bbox="1283 337 1377 378">CCC</td> </tr> </table>		CCC		<table border="1"> <tr> <td data-bbox="1644 337 1713 448"></td> <td data-bbox="1713 337 1908 448">Food Behavior Checklist</td> </tr> <tr> <td data-bbox="1644 448 1713 521"></td> <td data-bbox="1713 448 1908 521">UC Intent to Change</td> </tr> </table> <p>list of Identified priorities from each of participating communities</p>		Food Behavior Checklist		UC Intent to Change
	CCC												
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**Three-Year SNAP-Ed Local Objective #2 (FFY 2017–FFY 2019):**

By September 30, 2019, increase access to healthy foods of SNAP-Ed qualifying adults and/or children by making at least 7 food access sustainable environmental changes in targeted communities and sites.

**I. PSE Strategy(ies) that support the Three-Year SNAP-Ed Local Objective listed above:**

Healthy Retail, Community Gardens, Community Supported Agriculture (CSA), Farmers Market, Food Pantry Policy

**II. Annual Objectives to support the Three-Year SNAP-Ed Local Objective listed above:**

**1. FFY 2017 (Year 1) Objective(s):**

- a. By September 30, 2017, in partnership with the LWCA and Healthy Retail Committee, increase the consumption of fruits and vegetables and healthy beverages of SNAP-Ed qualifying adults and/or children by making 1 sustainable environmental system change within each

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of at least 2 local retail stores within the six the targeted communities, to increase the promotion and purchase of fresh, locally sourced produce and other healthy items.

- b. By September 30, 2017, in partnership with Fresno Food Security Network (FFSN), explore local best practices for expanding access to fruits and vegetables to identify at least 1 PSE project targeting SNAP-Ed eligible populations within the six targeted communities.
- c. By September 30, 2017, recruit a total of at least 6 qualifying retail sites within the six targeted communities to reach a minimum of 7,500 SNAP-Ed eligible individuals using NEOPB Retail program activities and merchandising materials.

#### 2. FFY 2018 (Year 2) Objective(s):

- a. By September 30, 2018, in partnership with the LWCA and Healthy Retail Committee, increase the consumption of fruits and vegetables and healthy beverages of SNAP-Ed qualifying adults and/or children by making 1 sustainable environmental system changes within at least 2 additional LHD local retail stores within the six targeted communities and CCC will identify at least 1 food pantry and draft the healthy food and beverage standards to increase the promotion and purchase of fresh, locally sourced produce and other healthy items.
- b. By September 30, 2018, in partnership with Fresno Food Security Network (FFSN), establish partnerships and memorandum of understandings (MOU's) and secure additional resources needed to implement local best practices to expand access to fruits and vegetables targeting SNAP-Ed eligible populations.
- c. By September 30, 2018, maintain at least 4 retail sites and recruit a total of at least 3 additional qualifying retail sites within the six targeted communities to reach a minimum of 15,600 (200 + 15,250 + 150) SNAP-Ed eligible individuals using NEOPB Retail program activities and merchandising materials.

#### 3. FFY 2019 (Year 3) Objective(s):

- a. By September 30, 2019, in partnership with the LWCA and Healthy Retail Committee, increase the consumption of fruits and vegetables and healthy beverages of SNAP-Ed qualifying adults and/or children by making 1 sustainable environmental system changes within at least 2 additional LHD local retail stores within the six targeted communities and CCC will implement healthy food and beverage standard policy for at least 1 food pantry to increase the promotion and purchase of fresh, locally sourced produce and other healthy items.

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- b. By September 30, 2019, in partnership with Fresno Food Security Network (FFSN), to implement at least 1 local best practice to expand access to fruits and vegetables targeting SNAP-Ed eligible populations.
- c. By September 30, 2019, maintain at least 6 retail stores and recruit a total of at least 3 additional qualifying retail sites within the six targeted communities to reach a minimum of 18,100 (200 + 17,750 + 150) SNAP-Ed eligible individuals using NEOPB Retail program activities and merchandising materials.

**\* Responsible SNAP-Ed Agency(ies)**

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**\*\*Time Frame: Year & Quarter:**

Year 1 (FFY 2017); Year 2 (FFY 2018); Year 3 (FFY 2019)

Qtr. 1 (Oct. 1-Dec. 31); Qtr. 2 (Jan. 1-March 31); Qtr. 3 (Apr. 1-Jun. 30); Qtr. 4 (Jul. 1-Sept.30)

**Evaluation Activities (FFY 2017 - FFY 2019)**

Activity Number	Evaluation Activity Description	Formative	Process	Outcome or Impact	Responsible SNAP-Ed Agency(ies)		Time Frame: Year & Quarter**	Tool/Documentation													
E.2.1	On an on-going basis, record SNAP-Ed activities, sites, participants reached, and other required elements for USDA’s SNAP-Ed Education and Administration Reporting System.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	CWD	<table border="1"> <tr> <th colspan="4">Year 3</th> </tr> <tr> <th>Q1</th> <th>Q2</th> <th>Q3</th> <th>Q4</th> </tr> <tr> <td>X</td> <td>X</td> <td>X</td> <td>X</td> </tr> </table>	Year 3				Q1	Q2	Q3	Q4	X	X	X	X	<input type="checkbox"/>	EARS/ATF
					Year 3																
					Q1	Q2		Q3	Q4												
					X	X		X	X												
					<input checked="" type="checkbox"/>	LHD		<input checked="" type="checkbox"/>	PEARS												
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E.2.2	Use the PEARS to report on an annual basis progress for Healthy Retail, Food Access, Food Pantry Policy and Marketing Objective activity and communications tracking, on-site nutrition assessments, surveys and/or key informant interviews of champions, funded staff, customers, managers, and/or other stakeholders.		X	X	<table border="1"> <tr><td></td><td>CWD</td></tr> <tr><td>X</td><td>LHD</td></tr> <tr><td></td><td>AAA</td></tr> <tr><td></td><td>UCCE</td></tr> <tr><td>X</td><td>CCC</td></tr> </table>		CWD	X	LHD		AAA		UCCE	X	CCC	<table border="1"> <tr><th colspan="4">Year 3</th></tr> <tr><th>Q1</th><th>Q2</th><th>Q3</th><th>Q4</th></tr> <tr><td>X</td><td>X</td><td>X</td><td>X</td></tr> </table>	Year 3				Q1	Q2	Q3	Q4	X	X	X	X	<table border="1"> <tr><td></td><td>EARS/ATF</td></tr> <tr><td>X</td><td>PEARS</td></tr> <tr><td></td><td>UC CalFresh Workbook</td></tr> <tr><td></td><td>Food Behavior Checklist</td></tr> <tr><td></td><td>UC Intent to Change</td></tr> </table> <p>List other: Evaluation tools, evaluation summaries/reports</p>		EARS/ATF	X	PEARS		UC CalFresh Workbook		Food Behavior Checklist		UC Intent to Change
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	Food Behavior Checklist																																						
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E.2.4	Use the PEARS to report on an annual basis progress for the Fresno Food Security Network’s local best practice to expand access to fruits and vegetables through activity and communications tracking, on-site nutrition assessments, surveys and/or key informant interviews of champions, funded staff, customers, and/or other stakeholders.		X	X	<table border="1"> <tr><td></td><td>CWD</td></tr> <tr><td>X</td><td>LHD</td></tr> <tr><td></td><td>AAA</td></tr> <tr><td></td><td>UCCE</td></tr> <tr><td></td><td>CCC</td></tr> </table>		CWD	X	LHD		AAA		UCCE		CCC	<table border="1"> <tr><th colspan="4">Year 3</th></tr> <tr><th>Q1</th><th>Q2</th><th>Q3</th><th>Q4</th></tr> <tr><td>X</td><td>X</td><td>X</td><td>X</td></tr> </table>	Year 3				Q1	Q2	Q3	Q4	X	X	X	X	<table border="1"> <tr><td></td><td>EARS/ATF</td></tr> <tr><td>X</td><td>PEARS</td></tr> <tr><td></td><td>UC CalFresh Workbook</td></tr> <tr><td></td><td>Food Behavior Checklist</td></tr> <tr><td></td><td>UC Intent to Change</td></tr> </table> <p>List other: Evaluation tools, evaluation</p>		EARS/ATF	X	PEARS		UC CalFresh Workbook		Food Behavior Checklist		UC Intent to Change
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\*\*Time Frame: Year & Quarter:

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**Three-Year SNAP-Ed Local Objective #3 (FFY 2017–FFY 2019):**

By September 30, 2019, qualify and continue to partner with a total of 15 worksites (12 qualifying worksites and at least 3 qualifying school district worksites) to implement worksite wellness activities utilizing the Get Fit Business Kit and to create at least 2 policy, systems and environmental changes to support the healthy behavior changes of their employees, increase consumption of healthy foods and beverages, reduce consumption of unhealthy foods and beverages, and increase physical activity practices among Fresno County SNAP-Ed eligible population through worksite environmental support in the six targeted communities in Fresno County.

**I. PSE Strategy(ies) that support the Three-Year SNAP-Ed Local Objective listed above:**

Worksite Wellness

**II. Annual Objectives to support the Three-Year SNAP-Ed Local Objective listed above:**

**1. FFY 2017 (Year 1) Objective(s):**

- a. By September 30, 2017, recruit and qualify at least 6 worksites and 1 school district worksites in the six targeted communities in Fresno County to incorporate worksite wellness activities utilizing California Fit Business Kit that will increase the knowledge, skills, self-efficacy, and positive attitudes of their employees that promote healthy eating and physical activity.
- b. By September 30, 2017, work with participating worksites to each complete a minimum of 1 activity in the California Fit Business Kit and identify policy, system and environmental changes to implement that will support the healthy behavior changes of their employees., increase consumption of healthy foods and beverages, reduce consumption of unhealthy foods and beverages, and increase physical activity practices among Fresno County SNAP-Ed eligible population through worksite environmental support.

**2. FFY 2018 (Year 2) Objective(s):**

- a. By September 30, 2018, recruit and qualify at least 3 additional worksites and 1 additional school district worksites in the six targeted communities in Fresno County to incorporate worksite wellness activities utilizing California Fit Business Kit that will increase the knowledge, skills, self-efficacy, and positive attitudes of their employees that promote healthy eating and physical activity.
- b. By September 30, 2018, work with participating worksites to each complete a minimum of 1 activity in the California Fit Business Kit and identify policy, system and environmental changes to implement that will support the healthy behavior changes of their employees.,

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increase consumption of healthy foods and beverages, reduce consumption of unhealthy foods and beverages, and increase physical activity practices among Fresno County SNAP-Ed eligible population through worksite environmental support.

- c. By September 30, 2018, at least 1 participating worksite will develop and implement at least 1 policy, system environmental change that support the healthy behavior changes of their employees, increase consumption of healthy foods and beverages, reduce consumption of unhealthy foods and beverages, and increase physical activity practices among Fresno County SNAP-Ed eligible population through worksite environmental support.

#### 3. FFY 2019 (Year 3) Objective(s):

- a. By September 30, 2019, recruit and qualify at least 3 additional worksites and 1 additional school district worksites in the six targeted communities in Fresno County to incorporate worksite wellness activities utilizing California Fit Business Kit that will increase the knowledge, skills, self-efficacy, and positive attitudes of their employees that promote healthy eating and physical activity.
- b. By September 30, 2018, work with participating worksites to each complete a minimum of 1 activity in the California Fit Business Kit and identify policy, system and environmental changes to implement that will support the healthy behavior changes of their employees., increase consumption of healthy foods and beverages, reduce consumption of unhealthy foods and beverages, and increase physical activity practices among Fresno County SNAP-Ed eligible population through worksite environmental support.
- c. By September 30, 2019, at least 2 participating worksites will develop and implement at least 1 policy, system environmental change that support the healthy behavior changes of their employees, increase consumption of healthy foods and beverages, reduce consumption of unhealthy foods and beverages, and increase physical activity practices among Fresno County SNAP-Ed eligible population through worksite environmental support.

#### \* Responsible SNAP-Ed Agency(ies)

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**Evaluation Activities (FFY 2017 - FFY 2019)**

Activity Number	Evaluation Activity Description	Formative	Process	Outcome or Impact	Responsible SNAP-Ed Agency(ies)	Time Frame: Year & Quarter**	Tool/Documentation																												
E.3.1	On an on-going basis, record SNAP-Ed activities, sites, participants reached, and other required elements for USDA’s SNAP-Ed Education and Administration Reporting System	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<table border="1"> <tr><td></td><td>CWD</td></tr> <tr><td>x</td><td>LHD</td></tr> <tr><td></td><td>AAA</td></tr> <tr><td></td><td>UCCE</td></tr> <tr><td></td><td>CCC</td></tr> </table>		CWD	x	LHD		AAA		UCCE		CCC	<p align="center"><b>Year 3</b></p> <table border="1"> <tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr> <tr><td>x</td><td>x</td><td>x</td><td>x</td></tr> </table>	Q1	Q2	Q3	Q4	x	x	x	x	<table border="1"> <tr><td></td><td>EARS/ATF</td></tr> <tr><td>x</td><td>PEARS</td></tr> <tr><td></td><td>UC CalFresh Workbook</td></tr> <tr><td></td><td>Food Behavior Checklist</td></tr> <tr><td></td><td>UC Intent to Change</td></tr> </table> <p>List other:</p>		EARS/ATF	x	PEARS		UC CalFresh Workbook		Food Behavior Checklist		UC Intent to Change
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E.3.2	Use the PEARS to report on an annual basis progress for Worksite Wellness Objective, for worksites and school districts, with specific indicators of reach, effectiveness, adoption, implementation and maintenance through pre- and post-assessments (Check for Health survey in the Get Fit Business Kit), activity and communications tracking, interviews with staff, worksite policy review, and environmental observations where appropriate. LHD and SSC will lead.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<table border="1"> <tr><td></td><td>CWD</td></tr> <tr><td>x</td><td>LHD</td></tr> <tr><td></td><td>AAA</td></tr> <tr><td></td><td>UCCE</td></tr> <tr><td></td><td>CCC</td></tr> </table>		CWD	x	LHD		AAA		UCCE		CCC	<p align="center"><b>Year 3</b></p> <table border="1"> <tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr> <tr><td>x</td><td>x</td><td>x</td><td>x</td></tr> </table>	Q1	Q2	Q3	Q4	x	x	x	x	<table border="1"> <tr><td></td><td>EARS/ATF</td></tr> <tr><td>X</td><td>PEARS</td></tr> <tr><td></td><td>UC CalFresh Workbook</td></tr> <tr><td></td><td>Food Behavior Checklist</td></tr> <tr><td></td><td>UC Intent to Change</td></tr> </table> <p>List other: Evaluation tools, evaluation summaries/reports</p>		EARS/ATF	X	PEARS		UC CalFresh Workbook		Food Behavior Checklist		UC Intent to Change
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**Three-Year SNAP-Ed Local Objective #4 (FFY 2017–FFY 2019):**

By September 30, 2019, at least 36 participating schools, will report successful implementation (put into practice) at least 1 policy system and environmental change that will support nutrition and physical activity education and opportunities to increase knowledge, skills, self-efficacy, and positive attitudes that promote healthy eating and physical activity, increase consumption of healthy foods and beverages, reduce consumption of unhealthy foods and beverages, and increase physical activity practices among Fresno County SNAP-Ed eligible population.

**II. PSE Strategy(ies) that support the Three-Year SNAP-Ed Local Objective listed above:**

School Wellness Policies, Smarter Lunchrooms, School Gardens, New/Improved access to structured PA programs

**III. Annual Objectives to support the Three-Year SNAP-Ed Local Objective listed above:**

**1. FFY 2017 (Year 1) Objective(s):**

- a. By September 30, 2017, at least 2 (UCCE=1, LHD=1) participating schools will implement at least 1 school wellness policy (SWP) and make at least 1 environmental or policy change that may include school garden, structured PA, etc., at the site.
- b. By September 30, 2017, UCCE staff will work with school staff at 3 participating Child Development Centers (CDC's) and LHD will work with food service staff and/or youth at 1 participating school to successfully implement the Smarter Lunchrooms Movement (SLM).
- c. By September 30, 2017, at least 22,000 (LHD=4,000 + UCCE= 18,000) participating youth will receive direct nutrition and physical activity education in the form of USDA approved lessons in qualifying school sites.
- d. By September 30, 2017, at least 24,500 (LHD=5,000 + UCCE=19,500) parents and at least 5,400 (LHD=2,100 + UCCE 3,300) youth will receive indirect nutrition and physical activity education utilizing USDA approved materials.

**2. FFY 2018 (Year 2) Objective(s):**

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- a. By September 30, 2018, at least 4 additional (UCCE=3, LHD=1) participating school districts or schools will implement at least one school wellness policy (SWP) or make at least 1 environmental or policy change that may include school garden, structured PA, etc., at the site.
- b. By September 30, 2018, UCCE staff will work with food service staff and/or youth at 8 additional participating Fresno County District schools and LHD will work with food service staff and/or youth at 1 additional participating school to successfully implement the Smarter Lunchrooms Movement.
- c. By September 30, 2018, at least 24,200 (LHD=5,200 + UCCE=19,000) participating youth will receive direct nutrition and physical activity education in the form of USDA approved lessons in qualifying school sites.
- d. By September 30, 2018, at least 25,000 (LHD=5,500 + UCCE=19,500) parents and at least 4,450 (LHD=2,200 + UCCE=2,250) youth will receive indirect nutrition and physical activity education utilizing USDA approved materials.

#### 3. FFY 2019 (Year 3) Objective(s):

- a. By September 30, 2019, at least 6 additional (UCCE=5, LHD=1) participating school districts or schools will implement at least one school wellness policy (SWP) or make at least one environmental or policy change that may include school garden, structured PA, etc., at the site.
- b. By September 30, 2019, UCCE staff will work with food service staff and/or youth at 10 additional participating Fresno County District schools and LHD will work with food service staff and/or youth at 1 additional participating school to successfully implement the Smarter Lunchrooms Movement.
- c. By September 30, 2019, at least 26,700 (LHD=6,700+ UCCE=20,000) participating youth will receive direct nutrition and physical activity education in the form of USDA approved lessons in qualifying school sites.
- d. By September 30, 2019, at least 26,500 (LHD=6,000 + UCCE=20,500) parents and at least 5,000 (LHD=2,500 + UCCE=2,500) youth will receive indirect nutrition and physical activity education utilizing USDA approved materials.

#### \* Responsible SNAP-Ed Agency(ies)

CWD=California Welfare Department; LHD = Local Health Department; AAA = Area Agency on Aging; UCCC = University of California Cooperative Extension; CCC = California Catholic Charities

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**Evaluation Activities (FFY 2017 - FFY 2019)**

Activity Number	Evaluation Activity Description	Formative	Process	Outcome or Impact	Responsible SNAP-Ed Agency(ies)	Time Frame: Year & Quarter**	Tool/Documentation																																
E.4.1	On an on-going basis, record SNAP-Ed activities, sites, participants reached, and other required elements for USDA’s SNAP-Ed Education and Administration Reporting System.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<table border="1"> <tr><td></td><td>CWD</td></tr> <tr><td>x</td><td>LHD</td></tr> <tr><td></td><td>AAA</td></tr> <tr><td></td><td>UCCE</td></tr> <tr><td></td><td>CCC</td></tr> </table>		CWD	x	LHD		AAA		UCCE		CCC	<table border="1"> <tr><th colspan="4">Year 3</th></tr> <tr><th>Q1</th><th>Q2</th><th>Q3</th><th>Q4</th></tr> <tr><td>x</td><td>x</td><td>x</td><td>x</td></tr> </table>	Year 3				Q1	Q2	Q3	Q4	x	x	x	x	<table border="1"> <tr><td></td><td>EARS/ATF</td></tr> <tr><td>x</td><td>PEARS</td></tr> <tr><td></td><td>UC CalFresh Workbook</td></tr> <tr><td></td><td>Food Behavior Checklist</td></tr> <tr><td></td><td>UC Intent to Change</td></tr> </table> <p>List other:</p>		EARS/ATF	x	PEARS		UC CalFresh Workbook		Food Behavior Checklist		UC Intent to Change
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**Exhibit B  
Rev. 3/31/2018**

	review and/or school environmental observations.						List other: Evaluation tools, evaluation reports/summaries																																
E.4.3	Provide Impact outcome Evaluation (IOE) surveys to 100 6 <sup>th</sup> grade-8 <sup>th</sup> grade students and achieve at least 100 matched pre and post surveys using the approved Harvest of the Month Workbook survey to measure changes in knowledge and behavior. SSC will provide data entry analysis support.			x	<table border="1"> <tr><td></td><td>CWD</td></tr> <tr><td align="center">x</td><td>LHD</td></tr> <tr><td></td><td>AAA</td></tr> <tr><td></td><td>UCCE</td></tr> <tr><td></td><td>CCC</td></tr> </table>		CWD	x	LHD		AAA		UCCE		CCC	<table border="1"> <tr><th colspan="4">Year 3</th></tr> <tr><th>Q1</th><th>Q2</th><th>Q3</th><th>Q4</th></tr> <tr><td align="center">x</td><td align="center">x</td><td align="center">x</td><td align="center">x</td></tr> </table>	Year 3				Q1	Q2	Q3	Q4	x	x	x	x	<table border="1"> <tr><td></td><td>EARS/ATF</td></tr> <tr><td></td><td>PEARS</td></tr> <tr><td></td><td>UC CalFresh Workbook</td></tr> <tr><td></td><td>Food Behavior Checklist</td></tr> <tr><td></td><td>UC Intent to Change</td></tr> </table> <p>List other: Harvest of the Month Workbooks, Survey results</p>		EARS/ATF		PEARS		UC CalFresh Workbook		Food Behavior Checklist		UC Intent to Change
	CWD																																						
x	LHD																																						
	AAA																																						
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	PEARS																																						
	UC CalFresh Workbook																																						
	Food Behavior Checklist																																						
	UC Intent to Change																																						
E.4.8	Community Assessment: Smarter Lunchrooms Self-Assessment Scorecard	X			<table border="1"> <tr><td></td><td>CWD</td></tr> <tr><td align="center">x</td><td>LHD</td></tr> <tr><td></td><td>AAA</td></tr> <tr><td align="center">x</td><td>UCCE</td></tr> <tr><td></td><td>CCC</td></tr> </table>		CWD	x	LHD		AAA	x	UCCE		CCC	<table border="1"> <tr><th colspan="4">Year 3</th></tr> <tr><th>Q1</th><th>Q2</th><th>Q3</th><th>Q4</th></tr> <tr><td align="center">X</td><td align="center">X</td><td align="center">X</td><td align="center">X</td></tr> </table>	Year 3				Q1	Q2	Q3	Q4	X	X	X	X	<table border="1"> <tr><td></td><td>EARS/ATF</td></tr> <tr><td align="center">x</td><td>PEARS</td></tr> <tr><td align="center">X</td><td>UC CalFresh Workbook</td></tr> <tr><td></td><td>Food Behavior Checklist</td></tr> <tr><td></td><td>UC Intent to Change</td></tr> </table> <p>List other: Smarter Lunchrooms Scorecards, Smarter Lunchrooms Site Plans, Photos, Success Stories</p>		EARS/ATF	x	PEARS	X	UC CalFresh Workbook		Food Behavior Checklist		UC Intent to Change
	CWD																																						
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X	UC CalFresh Workbook																																						
	Food Behavior Checklist																																						
	UC Intent to Change																																						

\* Responsible SNAP-Ed Agency(ies)

CWD=California Welfare Department; LHD = Local Health Department; AAA = Area Agency on Aging; UCCC = University of California Cooperative Extension; CCC = California Catholic Charities

\*\*Time Frame: Year & Quarter:

Year 1 (FFY 2017); Year 2 (FFY 2018); Year 3 (FFY 2019)

Qtr. 1 (Oct. 1-Dec. 31); Qtr. 2 (Jan. 1-March 31); Qtr. 3 (Apr. 1-Jun. 30); Qtr. 4 (Jul. 1-Sept.30)

Organization Name: California Statue University Foundation, Fresno on behalf of the Central Valley Health Policy Institute  
 YEAR ONE

1. Staffing: Salary/Benefits:

Position #	Position Title	Name	FTE	SNAP-Ed Time Spent		Annual Salary	Total SNAP-Ed Salary	Benefit Rate	Total SNAP-Ed Benefits	SNAP-Ed Admin Costs	Total SNAP-Ed Funded Salary and Benefits
				% of SNAP-Ed Time spent on Mgmt/Admin Duties	% of SNAP-Ed Time spent on Direct SNAP-Ed Delivery						
1	Project Director	John Capitman	0.02			\$ 156,000.00	\$3,120.00	53.00%	\$1,653.60	\$4,773.60	\$4,774
2	Project Manager	Emanuel Alcala	0.30			\$ 45,760.00	\$13,728.00	38.00%	\$5,216.64	\$18,944.64	\$18,945
3	Health Education Specialist	Hayam Megally	0.53			\$ 49,920.00	\$26,457.60	32.00%	\$8,466.43	\$34,924.03	\$34,924
4	Research Assistant	Yesenia Silva	0.05			\$ 32,800.00	\$1,640.00	35.00%	\$574.00	\$2,214.00	\$2,214
5	Research Analyst	Mayra Lemus Rangel	0.05			\$ 38,000.00	\$1,900.00	32.00%	\$608.00	\$2,508.00	\$2,508
6	Research Analyst	Rachel Doherty	0.20			\$ 37,440.00	\$7,488.00	10.00%	\$748.80	\$8,236.80	\$8,237
7	Program Assistant	Maggie Flores	0.20			\$ 32,136.00	\$6,427.20	35.00%	\$2,249.52	\$8,676.72	\$8,677
8						\$0.00	\$0.00		\$0.00	\$0.00	\$0
9						\$0.00	\$0.00		\$0.00	\$0.00	\$0
10						\$0.00	\$0.00		\$0.00	\$0.00	\$0
11						\$0.00	\$0.00		\$0.00	\$0.00	\$0
12						\$0.00	\$0.00		\$0.00	\$0.00	\$0
13						\$0.00	\$0.00		\$0.00	\$0.00	\$0
14						\$0.00	\$0.00		\$0.00	\$0.00	\$0
15						\$0.00	\$0.00		\$0.00	\$0.00	\$0
16						\$0.00	\$0.00		\$0.00	\$0.00	\$0
17						\$0.00	\$0.00		\$0.00	\$0.00	\$0
18						\$0.00	\$0.00		\$0.00	\$0.00	\$0
19						\$0.00	\$0.00		\$0.00	\$0.00	\$0
20						\$0.00	\$0.00		\$0.00	\$0.00	\$0
21						\$0.00	\$0.00		\$0.00	\$0.00	\$0
			1.35	Total Staffing: Salary/Benefits:		\$60,761			\$19,517	\$80,278	\$80,278

Definition and basis for calculations of benefit rate(s):  
 Describe what is covered in the benefit rate for your agency.

Benefits include all mandated federal and state/local payroll taxes, such as FICA, Worker's Compensation, Unemployment Insurance and Medicare. Additional benefits for salaried employees include health, vision, dental and life insurance and a 401K contribution. Benefits are calculated at the actual rates.

Organization Name: California Statue University Foundation, Fresno on behalf of the Central Valley Health Policy Institute

2. Non-Capital Equipment/Supplies:

Budget Item	Description/Justification	FTE	Cost per Item	# of Items	Total
1 Office Supplies	ink, pens, pencils, paper, and desk supplies	1.35	\$108.00	7	\$1,021
2 Toner	Copier toner to make copies for meeting	1.35	\$100.00	2	\$270
3					\$0
4					\$0
5					\$0
6					\$0
7					\$0
8					\$0
9					\$0
10					\$0
<i>Theft-sensitive equipment/supplies that are less than \$5,000 (Computers, printers, projectors, etc.)</i>					
1					\$0



5. Building/Space:

	Location Name/Address	Calculation Description	FTE	Cost per Month	# of Mo(s).	Total
1						
2						\$0
3						\$0
4						\$0
5						\$0
6						\$0
7						\$0
8						\$0
9						\$0
<b>Total Building/Space:</b>						<b>\$0</b>

6. Maintenance:

	Location Name/Address	Calculation Description	FTE	Cost per Month	# of Mo(s).	Total
1	Communications	Phone, fax, and internet	1.35	\$150.00	8	\$1,620
2						\$0
3						\$0
4						\$0
5						\$0
6						\$0
7						\$0
8						\$0
9						\$0
10						\$0
<b>Total Maintenance:</b>						<b>\$1,620</b>

7. Equipment and Other Capital Expenditures:

	Budget Item	Description/Justification	FTE	Cost per Item	# of Items	Misc.	Total
1							\$0
2							\$0
3							\$0
4							\$0
5							\$0
6							\$0
7							\$0
8							\$0
9							\$0
10							\$0
<b>Total</b>							<b>\$0</b>

8. Indirect Costs:

	Calculation Method	Indirect Cost Rate	Total Admin/Program Dollars	Total
1		25.00%	\$86,400.00	\$21,600
<b>Total Indirect Costs:</b>				<b>\$21,600</b>
<b>Total Year 1 Budget:</b>				<b>\$108,000</b>

Organization Name: California Statue University Foundation, Fresno on behalf of the Central Valley Health Policy Institute  
 YEAR TWO

1. Staffing: Salary/Benefits:

Position #	Position Title	Name	FTE	SNAP-Ed Time Spent		Annual Salary	Total SNAP-Ed Salary	Benefit Rate	Total SNAP-Ed Benefits	SNAP-Ed Admin Costs	Total SNAP-Ed Funded Salary and Benefits
				% of SNAP-Ed Time spent on Mgmt/Admin Duties	% of SNAP-Ed Time spent on Direct SNAP-Ed Delivery						
1	Project Director	John Capitman	0.02			\$ 156,000.00	\$3,120.00	53.00%	\$1,653.60	\$4,773.60	\$4,774
2	Project Manager	Emanuel Alcala	0.40			\$ 45,760.00	\$18,304.00	38.00%	\$6,955.52	\$25,259.52	\$25,260
3	Health Education Specialist	Hayam Megally	0.35			\$ 49,920.00	\$17,472.00	32.00%	\$5,591.04	\$23,063.04	\$23,063
4	Research Assistant	Yesenia Silva	0.30			\$ 32,800.00	\$9,840.00	35.00%	\$3,444.00	\$13,284.00	\$13,284
5	Research Analyst	Mayra Lemus Rangel	0.05			\$ 38,000.00	\$1,900.00	32.00%	\$608.00	\$2,508.00	\$2,508
6	Research Analyst	Rachel Doherty	0.15			\$ 37,440.00	\$5,616.00	10.00%	\$561.60	\$6,177.60	\$6,178
7	Program Assistant	Maggie Flores	0.10			\$ 32,136.00	\$3,213.60	35.00%	\$1,124.76	\$4,338.36	\$4,338
8							\$0.00		\$0.00	\$0.00	\$0
9							\$0.00		\$0.00	\$0.00	\$0
10							\$0.00		\$0.00	\$0.00	\$0
11							\$0.00		\$0.00	\$0.00	\$0
12							\$0.00		\$0.00	\$0.00	\$0
13							\$0.00		\$0.00	\$0.00	\$0
14							\$0.00		\$0.00	\$0.00	\$0
15							\$0.00		\$0.00	\$0.00	\$0
16							\$0.00		\$0.00	\$0.00	\$0
17							\$0.00		\$0.00	\$0.00	\$0
18							\$0.00		\$0.00	\$0.00	\$0
19							\$0.00		\$0.00	\$0.00	\$0
20							\$0.00		\$0.00	\$0.00	\$0
21							\$0.00		\$0.00	\$0.00	\$0
			1.37	Total Staffing: Salary/Benefits:			\$59,466		\$19,939	\$79,404	\$79,404

Benefits include all mandated federal and state/local payroll taxes, such as FICA, Worker's Compensation, Unemployment Insurance and Medicare. Additional benefits for salaried employees include health, vision, dental and life insurance and a 401K contribution. Benefits are calculated at the actual rates.

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

Organization Name: California Statue University Foundation, Fresno on behalf of the Central Valley Health Policy Institute

2. Non-Capital Equipment/Supplies:

Budget Item	Description/Justification	FTE	Cost per Item	# of Items	Total
1 Office Supplies	ink, pens, pencils, paper, and desk supplies	1.35	\$92.00	7	\$869
2 Toner	Copier toner to make copies for meetings	1.35	\$160.00	2	\$432
3					\$0
4					\$0
5					\$0
6					\$0
7					\$0
8					\$0
9					\$0
10					\$0
Theft-sensitive equipment/supplies that are less than \$5,000 (Computers, printers, projectors, etc.)					
1					\$0





Organization Name: California Statue University Foundation, Fresno on behalf of the Central Valley Health Policy Institute  
**YEAR THREE**

**1. Staffing: Salary/Benefits:**

Position #	Position Title	Name	FTE	SNAP-Ed Time Spent		Annual Salary	Total SNAP-Ed Salary	Benefit Rate	Total SNAP-Ed Benefits	SNAP-Ed Admin Costs	Total SNAP-Ed Funded Salary and Benefits
				% of SNAP-Ed Time spent on Mgmt/Admin Duties	% of SNAP-Ed Time spent on Direct SNAP-Ed Delivery						
1	Project Director	John Capitman	0.02			\$ 156,000.00	\$3,120.00	53.00%	\$1,653.60	\$4,773.60	\$4,774
2	Project Manager	Emanuel Alcala	0.40			\$ 45,760.00	\$18,304.00	38.00%	\$6,955.52	\$25,259.52	\$25,260
3	Health Education Specialist	Hayam Megally	0.35			\$ 49,920.00	\$17,472.00	32.00%	\$5,591.04	\$23,063.04	\$23,063
4	Research Assistant	Yesenia Silva	0.30			\$ 32,800.00	\$9,840.00	35.00%	\$3,444.00	\$13,284.00	\$13,284
5	Research Analyst	Mayra Lemus Rangel	0.05			\$ 38,000.00	\$1,900.00	32.00%	\$608.00	\$2,508.00	\$2,508
6	Research Analyst	Rachel Doherty	0.15			\$ 37,440.00	\$5,616.00	10.00%	\$561.60	\$6,177.60	\$6,178
7	Program Assistant	Maggie Flores	0.10			\$ 32,136.00	\$3,213.60	35.00%	\$1,124.76	\$4,338.36	\$4,338
8						\$0.00	\$0.00		\$0.00	\$0.00	\$0
9						\$0.00	\$0.00		\$0.00	\$0.00	\$0
10						\$0.00	\$0.00		\$0.00	\$0.00	\$0
11						\$0.00	\$0.00		\$0.00	\$0.00	\$0
12						\$0.00	\$0.00		\$0.00	\$0.00	\$0
13						\$0.00	\$0.00		\$0.00	\$0.00	\$0
14						\$0.00	\$0.00		\$0.00	\$0.00	\$0
15						\$0.00	\$0.00		\$0.00	\$0.00	\$0
16						\$0.00	\$0.00		\$0.00	\$0.00	\$0
17						\$0.00	\$0.00		\$0.00	\$0.00	\$0
18						\$0.00	\$0.00		\$0.00	\$0.00	\$0
19						\$0.00	\$0.00		\$0.00	\$0.00	\$0
20						\$0.00	\$0.00		\$0.00	\$0.00	\$0
21						\$0.00	\$0.00		\$0.00	\$0.00	\$0
			1.37	<b>Total Staffing: Salary/Benefits:</b>			<b>\$59,466</b>		<b>\$19,939</b>	<b>\$79,404</b>	<b>\$79,404</b>

Benefits include all mandated federal and state/local payroll taxes, such as FICA, Worker's Compensation, Unemployment Insurance and Medicare. Additional benefits for salaried employees include health, vision, dental and life insurance and a 401K contribution. Benefits are calculated at the actual rates.

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

Organization Name: \_\_\_\_\_

**2. Non-Capital Equipment/Supplies:**

Budget Item	Description/Justification	FTE	Cost per Item	# of Items	Total
1 Office Supplies	ink, pens, pencils, paper, and desk supplies	1.35	\$92.00	7	\$869
2 Toner	Copier toner to make copies for meetings	1.35	\$160.00	2	\$432
3					\$0
4					\$0
5					\$0
6					\$0
7					\$0
8					\$0





Total Indirect Costs:	\$21,600
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Total Year 3 Budget:	\$108,000
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**NEOP Nutrition Education Budget Instructions**

**Exhibit C**

**SECTION 1. STAFFING**

Position Title:	Identify the employee's position title.
Name:	Identify the employee's name associated with the title. If vacant, enter "vacant." Once the position is filled, insert a name and submit to the funding agency.
FTE:	Enter full-time equivalent prorated based on percentage of time they will work throughout the funding year. Note: if an employee does not work an entire 12 months, or is not employed full time, their FTE should not be 1.0.
SNAP-Ed Time Spent:	Identify percent SNAP-Ed time spent on direct delivery and on administrative duties. These two columns must equal 100%, even for less than 1.0 FTE employees. <b>Administrative duties</b> include processing purchase orders, preparing invoices, collecting time and effort reports, and general clerical services such as answering phones, ordering supplies, preparing correspondence, etc. <b>Direct delivery duties</b> include nutrition education in the classroom, food demonstrations, community outreach activities, physical activity promotion, nutritional aspects of gardening, etc.
Annual Salary:	Identify salary only, not including benefits. When converting a monthly, weekly, hourly, etc., salary, use the standard 52 week year or 2080 hours/year to make the calculation.
Total SNAP-Ed Salary:	This will automatically calculate based on annual salary and FTE.
Benefit Rate:	Enter the percentage rate of benefits. This can be different for individual positions. Identify what costs are included in the benefit rate beneath the staffing table.
Total SNAP-Ed Benefits:	This will automatically calculate based on total SNAP-Ed salary and benefit rate.
SNAP-Ed Admin Costs:	This will automatically calculate based on FTE, percent SNAP-Ed time spent on management/administrative duties, and total SNAP-Ed funded salary and benefits.
Total SNAP-Ed Funding Salary and Benefits:	This will automatically calculate based on total SNAP-Ed salary and benefits.

**SECTION 2. NON-CAPITAL EQUIPMENT/SUPPLIES**

<b>Common items:</b>	<b>Office supplies, postage, theft-sensitive equipment &lt;\$5,000 (e.g., computers, projectors, printers, copiers)</b>
Budget item:	This should be simple and to the point (e.g. Computers).
Description/ Justification:	Summarize the budget item (e.g., Computer to complete activities outlined in the scope of work). List employee(s) associated with the item.
FTE:	Costs must be prorated based on FTE of associated employee(s).
Number of Items:	Enter the total number of items <i>or</i> items per FTE

**SECTION 3. MATERIALS**

<b>Common items:</b>	<b>Items to be distributed to the community (e.g., publications, printing costs, educational materials, garden supplies, food for taste testing)</b>
Budget item:	This should be simple and to the point (e.g. Food Demonstration Cart).
Description/ Justification:	Summarize the budget item and use. Provide a cost breakdown of all expenses including cost, number of items/participants, number of events and time.

**SECTION 4. TRAVEL AND PER DIEM**

[Refer to CalHR Travel information for allowable costs and maximum rates.](#)

The following may be left blank if appropriate:

Per Diem:	Enter daily per diem rate (not total).
Lodging:	Enter nightly lodging rate, including tax.
Air:	Enter the total amount of airfare, including tax.

Miles:	Enter the number of miles for each travel line item. The formula will calculate based on the current mileage reimbursement rate of \$0.54.
Registration (Reg.) Fee:	Enter the registration fee of conference, etc. for one person. The formula will calculate based on the FTE provided in the line item.
Other:	May include train fare, parking, tolls, taxi, etc. Provide details in Description/Justification column.

#### SECTION 5. BUILDING/SPACE

<b>Common items:</b>	<b>Office space rent, storage units</b>
Calculation Description:	Summarize the approved monthly rental space area and cost per unit area (e.g., 200 sq. ft. x \$2.50/sq. ft. = \$500 per FTE).
FTE:	Enter total FTE from Section 1. Staffing.
Cost per month:	Enter monthly cost as specified in the Calculation Description.

#### SECTION 6. MAINTENANCE

<b>Common items:</b>	<b>Utilities, phones, internet, security, insurance, janitorial</b>
Calculation Description:	Describe the service and enter the monthly rate for the line item.
FTE:	Enter total FTE from Section 1. Staffing if the calculation is per FTE. Otherwise, enter "1."
Cost per month:	Enter monthly cost as specified in the Calculation Description.

#### SECTION 7. EQUIPMENT AND CAPITAL EXPENDITURES

<b>Common items:</b>	<b>Items with a useful life of more than one year and a unit cost of \$5,000 or more. Requires a written justification and prior approval.</b>
Misc:	Enter the dollar amount for shipping and handling and any other related costs. Provide details in the Description/Justification column.

#### SECTION 8. CONSULTANTS

Subcontracting is not allowed under this RFP. Bidders may, however, list consultants that provide services on an hourly, per-	
Organization Name:	Enter the consultant name. If the organization will be determined at a later time, enter "vacant." Once the position is filled, enter the name and submit to the funding agency.
Description of Services:	Summarize the work that will be performed by the consultant and provide a justification.

#### INDIRECT COSTS

Calculation Method:	Describe the basis of calculation (e.g., total personnel, total direct costs)
Indirect Cost Rate:	Enter your organization's standard indirect cost rate.
Total Admin/Program Dollars:	Enter the total amount identified in the Calculation Method.

Common Position Titles	Description
Accountant/Finance Analyst	Serves as internal auditor and controller. Assists with processing purchase orders, invoices, preparation of vouchers for payment as related to the Network program, as well as monitoring the budgets.
Administrative Coordinator	Provides administrative and office support for the project staff and is responsible for the reporting requirements.
Administrator (e.g., Director of Programs)	Administer the nutrition education grant agreement and budget, supervising nutrition education staff, attend nutrition education and scope of work related meetings, program planning and participating in the Regional collaborative. Coordinate grant agreement reporting requirements.
After School Coordinator/Assistant	Plan and facilitate nutrition education activities for recreation programming, in after school setting for different age groups of children; seniors, teen; special populations, such as mothers with young children and families; nutrition education for special events and workshops. Prepare instructional plans for youth camps and field trips; and nutrition education for special events and workshops. Prepare instructional plans for nutrition activities, collect data related to nutrition education programming, prepare documentation for nutrition education grant agreement; and help prepare interim and final progress report.
Chief Executive Officer	Provides overall guidance for the operations, personnel, and fiscal responsibilities required by the nutrition project.
Community Liaison	Conducts nutrition education, physical activity promotion interventions in the community setting. Works with Community Based Organizations to increase the reach of nutrition education interventions to Nutrition Education Obesity Program eligible.
Computer Specialist	The Computer Specialist will provide assistance with the nutrition database and tracking system.
Contract Manager	Manages the nutrition education grant agreement including budgets, invoices, local share documentation reports, time studies, fiscal reporting and adherence to funding requirements.
Coordinator of Other Program (e.g., Teen program, Healthy Start, etc.)	Supervises, coordinates, and facilitates nutrition education activities, workshops, special events related to the recreation and community center planning and working together with other community center groups. Supervises staff implementing the nutrition education grant agreement, prepares invoices, prepares and collects documentation, prepares progress reports
Curriculum Specialist	Develops curriculum for nutrition education and physical activity interventions in a variety of different channels/venues.
Database Coordinator	Develops database used to track nutrition education, physical activity and food stamp promotion interventions in a variety of channels.
Dental/Medical Assistant	Conduct one-on-one nutrition education interventions prior to primary care visit.
Dietician	Oversees and supervises the nutrition education program including project administration, project coordination, the development of the nutrition education component and materials and other nutrition and physical activity promotion programs.

Family Advocate	Provides nutrition education to students and their families, and recruits NEOP eligible for group nutrition/cooking classes. Provides nutrition, physical activity and food stamp promotion resources to students and their parents.
Food Service Worker (e.g., Director, Manager, Asst., Server, Cook)	Assists with planning and preparing healthy food taste tests in the school setting in conjunction with classroom based nutrition education intervention. Works with teachers to increase student, teacher and parent knowledge of the importance of consuming more servings of fruits and vegetables and being active daily. Compiles documentation on taste testing activities and all reporting required for nutrition grants. In some cases, supervises staff that carries out activities.
Graphic Illustrator	Develop local promotional nutrition education materials such as community flyers/ newsletters and/or to develop local nutrition/physical activity promotional/educational materials under the direction of the nutrition staff.
Health Educator (including Health Aide, Health Promotion Instructor, etc.)	Develop materials and facilitate health education in both group and individual settings. Teaches general nutrition, the importance of fruits and vegetables, and health benefits of proper nutrition and physical activity.
Legal Counsel	Assist with development of policies, approval of grant agreements and Memorandums of Understanding and providing legal advice specifically related to the implementation of nutrition education and physical activity promotion
Medical Assistant	Demonstrates safe food handling and personal hygiene to prevent food borne illness; provide nutrition-related services to staff, parents, and students and promotes physical activity within the context of nutrition education. (This does not include any medical nutrition therapy).
Nurse/Nurse Supervisor/Nurse Aide RN	Provides nutrition and physical activity promotion to students enrolled in nutrition education programs and their families. Supports nutrition education goals through interventions; local, regional, and statewide collaboration and interventions. (This does not include any medical nutrition therapy).
Nutritionist/Nutrition Educator/Nutrition Aide	Provides nutrition education to the SNAP eligible population. Specific duties include: one-on-one general nutrition education, delivery of general nutrition education in a classroom or group setting, staffing health fairs and other community or promotional events where nutrition education messages are delivered, distribution of linguistically and culturally appropriate nutrition education materials, documentation of educational and other encounters, assisting with writing project reports and preparation of quarterly reports, maintaining program reporting and tracking systems.
Office Manager/Secretary/Admin Assistant	Provides general clerical support to the Program. Assists in development and maintenance of a data collection system with emphasis on fiscal information. Arranges meetings and trainings, orders supplies and materials, creates correspondence, photocopies, etc.
Pharmacist	Promotes nutrition education and physical activity to NEOP eligible population through displays, distributing literature, and supervising staff to update nutrition education bulletin board.

Physician	Supervises professional staff including Dietitians, Nurses and Nutrition/Project Coordinators that provide nutrition education and promotes physical activity to SNAP eligible in a variety of channels. Provides direction on strategic planning of nutrition and physical activity programs to NEOP eligible clients. In some cases, provides nutrition education to SNAP eligible. (This does not include any medical nutrition therapy).
Professor	Coordinates, facilitates, modifies, develops, and demonstrates lessons on nutrition and promotes physical activity for the NEOP eligible community, and students with their families. Supports nutrition education Program goals and local, regional, and statewide collaboration.
Program Assistant	Assists the Project Coordinator with nutrition education program planning and development. Under the direction of Project Coordinator, works directly with individuals and small groups providing curriculum-based, prevention-oriented general nutrition education and physical activity targeted to SNAP eligible.
Project Coordinator	Coordinate program staff and nutrition education activities; plan and follow through on outreach and educational events at health fairs, schools, and other promotional activities; work with schools, churches, farm worker organizations, and community organizations in planning and promoting good health through dissemination of nutrition education materials; actively acquire and develop culturally and linguistically competent nutrition curriculum and educational materials; to promote existing and/or to develop new physical activity promotional components of nutrition education; and expand our existing community outreach program to encompass nutritional components to increase community awareness and knowledge of good nutrition and healthy active lifestyles.
Promotora	Works with the Project Coordinator in NEOP communities to conduct nutrition education interventions and participate in local events to promote health eating and physical activity for SNAP eligible.
Recreation Leader	Mentors and trains staff on integration of physical activity into nutrition education interventions. Coordinates one-time physical activity demonstrations. Chooses nutrition and physical activity resources to distribute with nutrition education interventions.
Research Specialist	Evaluates nutrition education, and physical activity promotion interventions in a variety of community channels. Methods can include process and impact evaluations, pre and post tests, surveys, focus/discussion roundtables, photo documentaries, case studies, etc.
School Administrator (e.g., Principal, Superintendent)	Provides oversight and coordination of the nutrition education conducted in participating classrooms of all schools.
Teacher/Student Aide/Assistant	Assists the Nutritionists, Health Educators, and Project Coordinator with nutrition education activities and community events that promote healthy eating and physical activity for low-income families, the target population, Food Stamp recipients and other similar households. 100% direct delivery of educational services.
Teacher (preK-12 Classroom, PE, Speech, etc.)	Coordinates, facilitates, modifies, develops, and demonstrates lessons on nutrition and promotes physical activity for students and their families. Supports nutrition education program goals through promotion; local, regional, and statewide collaboration; and close coordination with the Registered Dietitian to train staff.

Translator	Translates approved curriculum and materials into Spanish or other languages. Reviews translation for cultural appropriateness. Interprets nutrition education interventions (one-on-one and group) in the community for dietitians, health educators and others.
Tutor	Assist teachers and/or students with nutrition education and physical activity promotion.
Web Designer	Develops and maintains website containing nutrition education resources, gardening and health related topics and issues.

**EXHIBIT D****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 GRANTEE:** 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).

- Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
- 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;
- 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;
- Establish an accounting system which will adequately depict final total costs of the Project, including both direct and indirect costs; and,
- 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, County of Sacramento, California. Grantee waives any existing sovereign immunity for the purposes of this Grant, if applicable.

## 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>	