

NUTRITION EDUCATION AND OBESITY PREVENTION BRANCH

Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter “Department”

TO

County of Fresno, hereinafter “Grantee”

Implementing the project, “State Physical Activity and Nutrition,” hereinafter “Project”

GRANT AGREEMENT NUMBER 18-10558

The Department awards this Grant and the Grantee accepts and agrees to use the Grant funds as follows:

AUTHORITY: The Department has authority to grant funds for the Project under Health and Safety Code, Section 125280.

PURPOSE: The Department shall provide a grant to and for the benefit of the Grantee; the purpose of the Grant is to implement the following overarching strategies of the State Physical Activity and Nutrition (SPAN) grant: 1.) Develop a Healthy Meeting policy for local government agencies, and assist small retail vendors in adopting healthy food service guidelines; 2.) Promote compliance with federal lactation accommodation laws in targeted worksites; 3.) Work with Early Care and Education (ECE) partners to improve physical activity (PA) and nutrition content in professional development trainings, and work with ECE sites to increase adoption of nutrition and PA standards; 4.) Increase community PA by supporting the development or implementation of pedestrian, bicycle, or transportation plans, and supporting Safe Routes to School program activities that promote family and community PA; and 5.) Collaborate with state-level partners in transportation and planning to include obesity, chronic disease prevention, and health equity in transportation policy.

GRANT AMOUNT: The maximum amount payable under this Grant shall not exceed \$450,000.00 dollars (Four Hundred Fifty Thousand Dollars) .

TERM OF GRANT AGREEMENT: The term of the Grant shall begin on September 30, 2018, and terminates on September 29, 2023. No funds may be requested or invoiced for services performed or costs incurred after September 29, 2023.

PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant will be:

California Department of Public Health	Grantee: County of Fresno
Name: Kimmy Casjens, Grant Manager	Name: Nathan Magsig, Chairman, Board of Supervisors
Address: 1616 Capitol Avenue	Address: 2281 Tulare Street #300
City, ZIP: Sacramento, CA 95814	City, Zip: Fresno, CA, 93721
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Direct all inquiries to:

California Department of Public Health, Nutrition Education and Obesity Preventiuon	Grantee: County of Fresno
Attention: Linda Cowling	Attention: Susie A Rico-Vasquez, Project Director
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Fax: 916-449-5414	Fax:
E-mail: linda.cowling@cdph.ca.gov	E-mail: sricovasquez@fresnocountyca.gov

Either party may change its Project Representative upon written notice to the other party.

All payments from CDPH to the Grantee; shall be sent to the following address:

Grantee: County of Fresno
Attention: Department of Public Health
Address: P.O. Box 11867
City, Zip: : Fresno, CA 93775
Phone: 559-600-6415
Fax:
E-mail: dphboap@fresnocountyca.gov

STANDARD PROVISIONS. The following exhibits are attached and made a part of this Grant by this reference:

- Exhibit A GRANT APPLICATION
- Exhibit B BUDGET DETAIL AND PAYMENT PROVISIONS
- Exhibit C STANDARD GRANT CONDITIONS
- Exhibit D ADDITIONAL PROVISIONS
- Exhibit E FEDERAL TERMS AND CONDITIONS

GRANTEE REPRESENTATIONS: The Grantee(s) accept all terms, provisions, and conditions of this grant, including those stated in the Exhibits incorporated by reference above. The Grantee(s) shall fulfill all assurances and commitments made in the application, declarations, other accompanying documents, and written communications (e.g., e-mail, correspondence) filed in support of the request for grant funding. The Grantee(s) shall comply with and require its contractors and subcontractors to comply with all applicable laws, policies, and regulations.

IN WITNESS THEREOF, the parties have executed this Grant on the dates set forth below.

Executed By:

Date: March 12, 2019

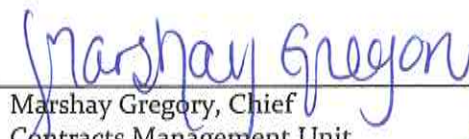
ATTEST:
BERNICE E. SEIDEL
Clerk of the Board of Supervisors
County of Fresno, State of California

By Rose Cuyf Deputy

Date: 4/9/19



Nathan Magsig, Chairman, Board of
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County of Fresno
2281 Tulare Street #300,
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Marshay Gregory, Chief
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Exhibit A - Grant Application

a. BACKGROUND

California (CA) is home to almost 38 million people and encompasses a broad diversity of cultures, ethnicities, and ages. The burden of inadequate nutrition, inactivity, obesity and chronic disease in CA is substantial and disproportionately affects persons of color and those experiencing lower socio-economic status (SES). The CA Department of Public Health (CDPH) is dedicated to optimizing the health and well-being of the people of CA, and through its Nutrition Education and Obesity Prevention Branch (NEOPB), has substantial expertise and experience in achieving the goals of this grant. The CDPH NEOPB State Physical Activity and Nutrition (Cal SPAN) team will leverage the strength of CDPH's local health department (LHD) system in 60 of the 61 CA local health jurisdictions. CDPH will also provide targeted, intensive support in select counties to test the scalability and effectiveness of interventions and to address health disparities. CDPH will activate a strong, statewide network of varied partners to increase and extend the reach and impact of services. CDPH will apply evidence-based nutrition, breastfeeding (BF), and physical activity (PA) promotion strategies to advance policy, systems, and environmental (PSE) changes. This work will support improvements in nutrition and safe and accessible PA that benefits the entire state and that can be shared with local government entities.

In 2017, approximately 12.3 million individuals, or 33 percent CA's population were living at or below 185 percent the federal poverty level (FPL), which qualifies them for food assistance programs like the Supplemental Nutrition Assistance Program (SNAP). Astonishingly, this includes almost 1.3 million children under six years, or 43 percent of CA's population of that age, and over seven million adults ages 18-64 years, almost a third of that population. Though it may seem counterintuitive, the literature shows that those living in poverty are often overweight or obese due to an abundance of high calorie, low nutrient foods in their diets and environments. An estimated 34.6 percent, or almost 3.5 million, SNAP-Education (SNAP-Ed) eligible CA adults are obese, compared with only 22.8 percent of persons with higher incomes. Additionally, 27.6 percent, or 254,000 of CA's low-resource children ages 2-5 years old are overweight for their age. Disparities in weight status can lead to disparities in associated chronic disease. For example, among SNAP-Ed eligible adults, 12.9 percent, or almost 1.3 million have been diagnosed with diabetes, compared with only 7.1 percent of non-eligible adults. There is great need across CA for evidence-based interventions that address diet and activity-related chronic disease. Healthy foods, safe and accessible PA, and BF offer solutions to support weight management and improved health.

Though living in the nation's top-producing agricultural state, many Californians face difficulty accessing fruits, vegetables, and other healthy foods in low-resource neighborhoods. CA mothers participating in the SNAP program reported that it was not easy to access healthy foods, like fruits and vegetables, whole wheat bread, and low-fat milk in their neighborhoods. Conversely, community members of these neighborhoods often have ready access to alcohol, snack, junk, and fast foods. The limitations in healthy food availability can have an even greater impact on those residing in rural, low-resource, and communities of color. Increasing access and availability of healthy food items through a healthy retail recognition program and through healthy checkout aisles has been a successful approach using food service standards to improve foods offered in neighborhood grocery stores.

Worksites are an important part of the out-of-home food environment. A full-time employee spends 2,080 hours per year at work, consuming at least one meal there, plus snacks. When surveyed, 65.2 percent of Latinos and 54 percent of African American (AA) adults say that fruits and vegetables are difficult to find at work. Furthermore, the work culture often uses food for celebration, motivation, and reward. Food service guidelines are one way to make worksites healthier. Healthy vending is a good place to start. CA currently has a state law for nutrition standards for vending machines located on state property, but the law does not address foods or beverages sold in cafés, cafeterias, or served during meetings or events. By

adopting healthy meeting policies that include food service standards that promote healthy options and limit less healthy options, organizations can make the healthier choice the easy choice. Worksite wellness policies can also establish supports for mothers who have returned to work and wish to express breastmilk.

BF has many known health benefits for infants, children, and mothers. One *Healthy People 2020* breastfeeding objective has a target of 60.6 percent of infants breastfed at 6 months of age. The Centers for Disease Control and Prevention (CDC) BF Report Card, 2016, shows that 90.2 percent of CA infants start out being breastfed, but only 58.5 percent are still breastfed at 6 months of age. Initiation and maintenance rates are lower among CA AA and Hispanic mothers and those living in poverty. According to the *2011 Surgeon General's Call to Action to Support BF*, employed women are less likely to initiate BF and tend to breastfeed for a shorter time. Although CA law requires employers to provide a reasonable amount of break time to employees desiring to express milk, more must be done to address barriers if mothers are to breastfeed as long as mutually desired by both mother and infant. CA's large network of 1,562 Federally Qualified Health Centers (FQHC) serve some of CA's most vulnerable population. CA's over 2.3 million FQHC patients report household incomes at or below the federal poverty level. There are also opportunities to collaborate with State and local governments to enhance BF supports for thousands of employees statewide. Continued work in FQHCs and government and private worksites will build on BF support efforts initiated through the CDC 1305 grant. When new parents return to work and infants enter care facilities, it is also important to continue healthful nutrition practices when infants transition from BF to solids.

In CA, almost 1 million children receive care in licensed early care and education (ECE) settings. It is critical to influence children's food and PA choices while they are young, as healthy habits, formed early, can make a difference over a lifetime. Parents and caregivers need support in choosing healthy, age-appropriate meals, drinks and snacks, as well as ideas to keep kids active. The CA Healthy Beverages in Child Care Act, which took effect in 2012, requires a licensed child care facility to follow specific requirements relating to the provision of healthy beverages. CA law also requires that ECE children have free access to water during play and mealtimes. Additionally, those that participate in the Child Care Food Program (CCFP) must follow a meal pattern that is consistent with good health; however, events and celebrations outside the meals are not regulated for health content. Likewise, CA Child Care Licensing Laws recommend centers provide a variety of activities, including quiet and active play, but do not provide specific PA requirements, nor does the law have requirements to support BF. Only 33 percent of CA children aged 2-5 years met the PA recommendations and only 16 percent had less than one hour of screen time per day. More can be done to improve the health of our youngest citizens by expanding healthy nutrition practices and integrating BF and PA standards into ECE services.

Connectedness to parks, worksites, community services, and retail opportunities can promote PA among all ages and abilities. Improved public transportation, protected bike lanes, smooth walking paths with benches, and signage noting distances and directions can increase active transportation (AT). In 2016, only 3.7 percent of CA adults walked or biked to work, and only 5.1 percent took public transportation. In the same year, 34.7 percent of CA children ages 4-12 years, reported they had walked or rolled to school at least once in the past week. Integrating PA into daily activities is a sustainable way to increase PA. Unfortunately, CA has seen a reduction in the number of Active Transportation Program (ATP) awards, from 207 in 2015 to just 3 in 2017. Improving AT opportunities through improved master plans and land use interventions would have far-reaching and long-lasting effects not only on physical health, but mental health as well. PA also provides psychological benefits and is recommended for some forms of depression.

The costs of failing to address obesity and access to healthy food are high, both in terms of quality of life as well as in dollars. Hospital charges for obesity-related health conditions increased by 39.7 percent in CA between 2005 and 2014. In 2014, CA saw nearly a half-million hospital admissions for obesity-related conditions, costing more than \$36 billion in hospital charges. CA's Medi-Cal system paid for nearly 8.0

percent of those charges, at an estimated \$7.8 billion. Systematic approaches to improve CA's health will not only impact quality of life, but can also yield significant economic benefits as well.

b. APPROACH

i. Purpose: For SPAN CDC-RFA-DP18-1807, the Cal SPAN team will build on the success of CDC 1305 efforts and will continue to use CDC health promotion programs, tools, and resources to activate partners, develop activities using evidence-based interventions, and implement statewide and local level initiatives to achieve increased supports for healthy nutrition, safe and accessible PA, and BF in CA communities most in need. CDPH will collaborate with partners both within and external to CDPH and across a variety of sectors (worksites, maternal and child health, ECE, retail, local government, planners, transportation, etc.) to conduct environmental assessments, engage communities in nutrition, PA, and BF education, and action plan for strategies and activities that address health disparities related to inactivity and nutrition; activities will encompass all levels of the Social Ecological Model and emphasize public health approaches for long-term, broad-reaching impact. We will leverage CDPH NEOPB's existing LHD SNAP-Ed program delivery infrastructure to enact food service standards in government organizations, and nutrition and PA standards for ECE's statewide, and BF and land use strategies in selected counties; the proposed plan will build upon SNAP-Ed interventions, avoiding duplication.

ii. Outcomes: Projected outcomes include: increased number of places that implement food service guidelines, increased consumption of nutritious food and beverages; increased number of places that support increased BF initiation, duration, and exclusivity; increased integration of nutrition and PA standards in ECE systems; increased number of ECEs that implement nutrition and physical activity standards; increased collaboration with partners to establish improved systems to promote community-based PA and walkability; and increased number of places that implement community planning and transportation interventions that support safe and accessible PA. Ultimately, as a result of this project and the collective statewide efforts, long-term outcomes include: increased purchasing of healthier foods, increased BF, increased PA with an emphasis on walking, and increased ECE nutrition and physical activity standards met, which will collectively support reduced rates of obesity and overweight and associated chronic disease in CA communities.

iii. Strategies and Activities: Across each of the five strategies, the Cal SPAN team will pursue a series of activities to lay the foundation for long-term success, these include: forming and activating partnerships, conducting and/or reviewing existing assessments and community assets, action planning, educating intermediaries and recipients of services, sharing lessons learned and successes, training, technical assistance (TA), and evaluating efforts.

Strategy 1: Implement Food Service Guidelines: The Cal SPAN team will collaborate with the worksite wellness program *Healthier U* and the CDPH and Department of Health Care Services (DHCS) leadership to promote adoption of a healthy meeting policy at CDPH and DHCS. Employee assessment results indicate strong support for such a policy. The potential reach of this effort is significant, with 3,600 CDPH employees and 2,500 DHCS employees. Additionally, the team will leverage CDPH NEOPB SNAP-Ed LHD infrastructure and expertise to collect and examine LHD policies in support of state-level efforts and to identify best practices. Staff will provide training and TA to support local-level healthy meeting policy adoption among 60 of the 61 CA LHDs. Leveraging existing partnerships, CDPH will explore opportunities to implement food service guidelines in acute care facilities. To further drive increased access to healthy foods, we will partner with five CDPH NEOPB LHDs to build on the CDC 1305 SHOP Healthy Here (SHH)

Program in up to ten rural retail outlets. This program promotes the increased purchase of healthier foods by implementing nutrition standards in rural and low SES community retail outlets.

Strategy 2: Implement Supportive BF Interventions: The Cal SPAN team will collaborate with two state-level BF organizations: The CA Women, Infants and Children Association (CWA) and the CA BF Coalition (CBC), and two CDPH programs: Maternal, Child and Adolescent Health (MCAH) and Women, Infants and Children (WIC) to expand efforts begun under CDC 1305 work to assist community health clinics (FQHCs), and local WIC clinics implement strategies supportive of BF. The Cal SPAN team will ensure the proposed work is not duplicative of current WIC efforts. The Cal SPAN team will collaborate to identify existing practices and training and TA needs, and will provide education and resources accordingly. Staff will also collaborate with the above listed organizations to provide CA LHDs and MCAH Black Infant Health (BIH) and Home Visiting programs resources and tools supportive of BF. Through partnerships with select LHDs implementing local worksite wellness initiatives, the Cal SPAN team will integrate BF support at up to ten local worksites employing low-resource Californians. Collectively, these activities will address disparities in BF rates among AA, Latino, and low SES CA working women.

Strategy 3: Implement and Integrate Nutrition Standards Into Statewide ECE Systems: The Cal SPAN team will collaborate with the CDPH NEOPB SNAP-Ed, CA ECE Partnership, CA ECE Roundtable, and the CA ECE Resource and Referral Network (R&R Network) to map the policy influences for ECE professional development standards and training guidance, determine the number of ECE sites in four target counties that currently have policies in place that address nutrition standards, assess the strength of those standards/policies, and determine how best to assist ECEs without standards and/or policies to develop and implement them. The team will leverage CDPH NEOPB SNAP-Ed LHD infrastructure and ECE expertise for this systems-based work. The policy review will include PA and BF practices to maximize opportunities to advance healthy change and identify professional development opportunities. Collectively these efforts will assist in the identification of recommendations to inform professional development and an ECE recognition program proposal inclusive of nutrition, PA, and BF support standards.

Strategy 4: Implement and Integrate PA Standards Into Statewide ECE Systems: Building on the assessment and policy review discussed above, we will work with staff from the CDPH NEOPB SNAP-Ed, the California ECE Partnership, the CA Child Care Food Program Roundtable (Roundtable), and the California Child Care Resource and Referral Network to provide professional development training, TA, and resources to strengthen PA policies, standards, and practices within ECE state systems and individual ECE sites. Cal SPAN staff will also identify and distribute PA promotional materials through ECE systems that are suitable for use by parents of preschool children and support family-based PA. Collectively these efforts will assist in the identification of a set of recommendations to inform professional development and an ECE recognition program proposal inclusive of nutrition, PA, and BF support standards.

Strategy 5: Collaborate with Partners to Implement Master Plans and Land Use Interventions: The Cal SPAN team will engage with state and local level partners to promote AT and community design, master planning and land use strategies, increase community PA through training and TA to LHDs to support the development of successful applications for the California Department of Transportation's Active Transportation Program (ATP), and support LHDs within selected geographic regions to engage communities in Safe Routes to School (SRTS) programs and wayfinding interventions to promote walking.

1. Collaborations

CDC programs and CDC-funded organizations: The Cal SPAN team will collaborate and coordinate with the following existing and/or future CDC-funded programs:

- *Racial and Ethnic Approaches to Community Health (REACH):* CDPH NEOPB has an existing relationship with the Public Health Institute (PHI), a REACH awardee. If awarded a SPAN grant, the Cal SPAN team will discuss with PHI ways to expand existing interventions in San Joaquin County.
- *Well-integrated Screening and Evaluation for Women Across the Nation Program (WISEWOMAN):* The WISEWOMAN program is housed in the CDPH Chronic Disease Control Branch (CDCB). The current CDPH NEOPB CDC 1305 team has collaborated with WISEWOMAN on nutrition education materials and messaging. If awarded, the Cal SPAN team will continue to collaborate with WISEWOMAN on ways to assist LHDs to integrate innovative and evidence-based approaches to heart disease and stroke prevention within their health care systems and throughout the communities they serve, such as healthy food service guidelines, and PA promotion.
- *Early Care and Education Learning Collaborative (ECELC) through Nemours:* The current CDPH NEOPB CDC 1305 team collaborates with Nemours on nutrition and PA policy implementation for ECEs in CA. If awarded a SPAN grant, the Cal SPAN team will continue to collaborate with Nemours and share nutrition and PA tools and resources to ECE providers, trainers, and LHD staff working with ECEs.
- *CDC-RFA-DP18-1815PPHF18 (Improving the Health of Americans Through Prevention and Management of Diabetes and Heart Disease and Stroke).* If the CDPH CDCB is awarded a CDC 1815 grant, the Cal SPAN team will collaborate and coordinate with them on ways to expand efforts to improve nutrition and PA and decrease chronic diseases in target CA populations.

Non-funded CDC organizations:

CDPH NEOPB has a strategic partnership approach guided by a Partnership Plan. Staff are connected to partners in a variety of sectors that provide the opportunity to inform, implement, and/or promote public health approaches to healthy eating and active living in low-resource CA communities. The CDPH NEOPB Partnership Plan is designed to actively initiate, foster, pursue, and engage strategic partnerships across multiple sectors to address obesity, especially among low-income and ethnic communities, and is aimed at magnifying resources, influence, brainpower and impact. The Cal SPAN team will also collaborate with a diverse group of external partners and chronic disease programs at CDPH. Essential collaborative activities include communication of health information to the public and providers, maintaining current partnerships and building new ones, convening partners on identified strategies, and providing input to the development, implementation and evaluation of interventions.

The Cal SPAN team will collaborate with other CDPH programs and State Departments that address diet and activity-related chronic disease, and that serve the same target population and/or settings. To maximize resources, reach, and impact, we will collaborate with organizations including, but not limited to: CA BF Coalition; CA Dialogue on Cancer; CA Department of Transportation; CA ECE Partnership, which includes individuals from Licensing and Certification, CA Department of Education (CDE), CA Dairy Council, First 5 CA; the CA ECE Resource and Referral Network; CA LHDs; CA SNAP-Ed providers; CA Tobacco Control Program (CTCP); Health in All Policies (HiAP); MCAH BIH and Home Visiting programs; Office of Planning and Resources (OPR); SRTS State and National Offices; University of California wellness coordinators; Strategic Growth Council (SGC) and WIC.

Collaborative partnerships are listed in the work plan. A description of collaborative activities can be found in the letters of support and/or Memorandums of Understanding.

2. Target Populations and Health Disparities

Target Populations: While CA's obesity rates overall meet the *Healthy People 2020* national goal, the State has a long way to go to create a healthy population. As one of the most populous states, CA's number of individuals affected by obesity and obesity-related health conditions is high and costly. Despite progress, disparities persist in obesity rates, with higher rates of obesity among Californians with the lowest household incomes and educational attainment, as well as among some racial and ethnic groups. The focal population is Californians who have incomes at or below 185 percent of the FPL. Although proposed strategies will be directed statewide for the first year of the grant, the following CA SNAP-Ed counties will be targeted: Orange, Contra Costa, Sacramento, Fresno, and Glenn. Proposed interventions could reach 6,521,000 individuals of which 2,234,000 are low-resource.

- Food Service Guidelines: Small retail markets in Sacramento, Orange, Glenn, and Fresno counties; CDPH, DHCS, and statewide LHD leadership.
- BF Interventions: Community health clinics that participated in CDC 1305 activities located in Sacramento, Fresno, Bakersfield, Escondido, Exeter, Los Angeles, Pittsburg, Salinas, San Fernando, Santa Rosa, Torrance, Vallejo, and Watsonville. The Cal SPAN team will also work with staff at LHDs, local WIC clinics, Home Visiting and BIH programs throughout the state, as well as worksites in Orange and Sacramento counties.
- Implement and Integrate Nutrition Standards into ECE Systems: Promotion of nutrition guidelines and implementation of associated training will focus on ECE staff at both the state and county levels who, in turn, influence local ECE site staff. ECE sites in Orange, Sacramento, Fresno and Contra Costa counties will be targeted.
- Collaborate with Partners to Implement Master Plans and Land Use Interventions: The Cal SPAN team will work with three counties from the following listing: Orange, Contra Costa, Glenn, Fresno, and Sacramento to provide targeted training and TA on master plans and land use interventions to promote AT.
- Implement and Integrate PA Standards into Statewide ECE Systems: Promotion of PA standards and implementation of PA training will focus on ECE partner PA staff at both the state and county levels who, in turn, impact local ECE site staff. ECE sites in Orange, Sacramento, Fresno and Contra Costa counties will be targeted.

CDPH selected a mix of counties experienced in the focal areas and those where CDPH NEOPB would like to develop capacity to advance these upstream solutions. For those experienced counties, our work will assist with the identification of model policies and practices for sharing with others in future years. In summary, Cal SPAN year one activities will be allocated accordingly.

Strategy and Intervention Summary Chart

Location	Food Service Guidelines	BF	ECE Nutrition	ECE PA	Master Plans & Land Use
Statewide	X	X			
Contra Costa County	X	X	X	X	X
Fresno County	X	X	X	X	X
Glenn County	X				

Orange County	X	X	X	X	X
Sacramento County	X	X	X	X	X

CDPH selected Orange County because of the opportunity to address large, multicultural populations, and because of the LHD's successful history of conducting nutrition and PA initiatives through SNAP-Ed. Additionally, the LHD SNAP-Ed Director also manages WIC. Orange County has strong expertise and experience in community engagement, worksite wellness, ECE, retail standards, AT, and BF promotion. Orange County's total population is over three million, with 27 percent, or 825,000 SNAP-Ed eligible individuals. Orange County has a high rate of obesity among low-resource and communities of color. Fifty-nine percent, or 389,000 low-resource adults are overweight or obese. Roughly 63 percent, or 519,000 of their low-resource population is Hispanic. The CA Health Interview Survey (CHIS) reports that almost five percent of children ages 0-5 years are overweight for age, and that during the previous day 27.5 percent ate less than two servings of fruit and 17.9 percent drank one or more glasses of soda; and 59.3 percent were not active for at least one hour daily.

CDPH selected Contra Costa County to reach and address health disparities across the five key strategies among communities of color. Contra Costa supports a strong, well-connected ECE Roundtable, they have experience with advancing BF support among low-resource mothers and they have experience supporting AT. Contra Costa County's total population is 1.1 million individuals with almost 22 percent, or 237,000 SNAP-Ed eligible. In this county, 15 percent of adults living at or below 185 percent FPL are AA, 40.8 percent are Hispanic, and 15 percent are Asian. Over fifty-seven percent of the adults, or 495,000 are overweight or obese. Among children age 0-5 years, 13.1 percent were overweight for age; this rises to 18.7 percent of SNAP-Ed eligible children of the same age, 20.7 percent of all children ages 0-5 ate less than two servings of fruit the previous day and 52.3 percent were not active for a least one hour daily.

CDPH selected Sacramento County for their experience in community engagement, BF supports, small retail interventions, AT, and implementing nutrition standards at worksites. Sacramento County's total population is 1.4 million individuals, with 34 percent, or 500,000 SNAP-Ed eligible. Eight percent of the population living at or below 185 percent FPL is AA, almost 33 percent Hispanic, and 14 percent is Asian. Over sixty-two percent, or 230,000 of the SNAP-Ed adult population is overweight or obese. Over 18 percent of children ages 0-5 years are overweight by age; that number rises to 24.5 percent of SNAP-Ed eligible children of the same age. Among all children age 0-5 years, CHIS reports that 21.6 percent ate less than two servings of fruit the previous day and 76.3 percent were not active for at least one hour daily.

CDPH selected Fresno County because of their demonstrated need for services, a large population of communities of color, and their central valley location. Their total population is almost 947,000, with 46 percent or 450,000 SNAP-Ed eligible. Sixty-six percent, or 318,000 of Fresno County's low-resource population is Hispanic. Eighty percent, or 258,000, of low-resource adults are overweight or obese. In Fresno, among children 0-5 years, 18.8 percent were overweight for age, 12.8 percent ate less than two servings of fruit the previous day; 15.8 percent drank one or more glasses of soda the previous day; and 51.0 percent were not active for at least one hour daily.

CDPH selected Glenn County to identify how approaches may vary in rural communities. Glenn County's total population is 27,500, with 44 percent, or 12,000 SNAP-Ed eligible. Glenn County has experience promoting ECE PA and would benefit from capacity building in the areas of BF promotion and AT. In rural counties, access to healthy foods and retail food service standards have a potential for strong impact on consumption of healthy foods. In the Tri-County Cluster (Glenn, Colusa and Tehama) 10.8 percent of children ages 0-5 years are overweight for age and that number rises to 14.8 percent among SNAP-Ed children of the same age. In the Tri-County area, among children age 0-5 years, 17.2 percent ate less than two servings of fruit the previous day; 24.7 percent drank one or more glasses of soda the

previous day; and 35.0 percent were not active for a least one hour daily. Glenn County, as able, will leverage the resources and expertise of the tri-county SNAP-Ed LHD programs.

Health Disparities: Low-resource Californians are at greater risk for obesity and obesity-related health conditions. One in three Californians (33 percent) lives in a low-resource, SNAP-Ed eligible household. The age group with the largest proportion of SNAP-Ed eligible is children under the age of six (44 percent, 1.3 million). An estimated 34.6 percent (3,465,000) of SNAP-Ed-eligible adults in CA are obese, compared with 23.1 percent of Californians with higher incomes. The obesity rate among AA in CA rose 16 percent between 2001 and 2015; and in 2015 the obesity rate for AA was 29 percent higher than the general population. In 2015 for Latinos, 35 percent self-reported height and weight indicating obesity and 38 percent overweight. Heart disease and cancer combine to account for nearly half of the deaths among AA in CA. Among SNAP-Ed eligible adults, 12.9 percent were diagnosed with diabetes, compared with 7.1 percent of non-eligible adults. Prediabetes disproportionately affects the Latino population, with 36 percent of young adult Latinos estimated to have prediabetes. Among SNAP-Ed-eligible adults, 8.0 percent were diagnosed with heart disease. This number is 5.3 percent for Californians with higher incomes. At 21 percent, cardiovascular disease is the second leading cause of death among CA Latinos, with cancer leading at 23 percent. For health disparity information related to focal counties, please see the previous section. The strategies and activities we propose will focus on preventing nutrition and activity-related chronic diseases among low-resource communities and others facing health disparities by: informing and educating those most at risk and the organizations providing services to them, and by creating supportive food and activity environments in collaboration with community partners.

c. **Applicant Evaluation and Performance Measurement Plan**

The Cal SPAN team will include key personnel from the CDPH NEOPB Research and Evaluation Section (RES). RES staff will serve as evaluation leads and will ensure that all data collection and reporting commitments are met in accordance with the CDC Evaluation and Performance Measurement Strategies. This includes working collaboratively with CDC to develop an evaluation framework and refined data management plan within six months of award and determining the impact of CDC funding on identified outcomes of the SPAN program. Moreover, RES will participate in national-level evaluation activities and report progress, outputs, and outcomes as required and as requested by the CDC in a timely and accurate manner.

CDPH propose to measure a number of process and outcome measures for each strategy identified in the work plan. Outcome measures will include all intermediate outcomes defined in the CDC SPAN Logic Model. Where needed, we will develop new measures and utilize several ongoing state-specific surveillance and data collection efforts and tools to capture state and sub-state process and outcome measures. The proposed source or tool for collecting the associated performance measures are as follows:

Number of places implementing food service guidelines. The adoption of healthy meeting policies at CDPH and DHCS will be measured using key-informant interviews of department leadership. Training and TA participation logs combined with surveys will be used to assess the extent to which LHDs have adopted and implemented healthy meeting policies in the state. The Cal SPAN team will also leverage our existing CA Communities of Excellence in Nutrition, Physical Activity, and Obesity Prevention (CX³) Survey, retailer survey, and the SHH Stage Checklist to assess the adoption of food guidelines in targeted rural and low SES community retail outlets.

Number of places implementing breastfeeding guidelines. In collaboration with identified partners, the Cal SPAN team will develop a brief questionnaire to assess the extent to which the FQHCs and WIC clinics

have adopted and implemented strategies for supporting the initiation and continuity of BF. Training and TA participation logs will be used to monitor progress in support of this strategy. Key-informant interviews of selected LHD staff will be used to assess the percentage of worksites that adopted practices that support BF practices that are consistent with federal guidelines.

Number of places implementing community planning and transportation interventions to support SRTS. The Cal SPAN team will capture community planning through the number of submitted and approved applications for California Department of Transportation's ATP. In addition, the team will track support to LHDs promoting the SRTS program and measure the number of new communities that participate in the program or adopt new strategies for supporting PA in their community.

Number of ECEs implementing nutrition and PA standards. Measurement of ECE adoption of standards will occur in phases. The first phase will consist of the assessment of current standards and/or policies at ECE systems level and at targeted ECE sites. After identifying opportunities for system change and sites with opportunities for improvement, the Cal SPAN team will track training efforts and the development of improved and implemented standards. Performance measures will track systems level policy change, the percentage of sites with existing policies and standards, and the fraction that successfully implement or adopt improved standards.

Long-term outcomes will be primarily captured through existing data sources. The Cal SPAN team will leverage data from the CA SNAP-Ed Champions for Healthy Change Survey, CA Health Interview Survey (CHIS), and CA Maternal and Infant Health Assessment Survey to assess key behavior change measures. CDPH will also leverage a number of existing national and statewide data sources for the collection of outcomes. National data, providing key metrics for CA, will be obtained from the CDC BF Report Card, National Center for SRTS, the National Health and Nutrition Examination Survey, and the National Immunization Survey. These tools will assist the Cal SPAN team to monitor and report on food quality, availability, affordability, BF practices, and maternal and infant health in low SES communities.

Collectively, the identified data sources will permit the Cal SPAN team, in collaboration with CDC, to address each of the key evaluation questions focused on community, ECE environments, and the identified target population of low-resource individuals. The Cal SPAN team will assess chronic disease, risk factors, health disparities, food services guidelines, and ECE nutrition and PA policies and will use the results to drive strategies and activities in Year 2. Performance measures will be used to monitor and evaluate the implementation of PA activities and nutrition guidelines in priority settings (e.g. ECEs and worksites), and the effectiveness of activities targeting increased PA, consumption of nutritious food, decreased rates of overweight and obesity, and increase in the number of infants who are breastfed at six months of age.

The Cal SPAN team will develop and implement a continuous quality improvement (CQI) infrastructure and an Evaluation Plan for ongoing evaluation, surveillance, performance measurement and management related to the nutrition and PA strategies. The Cal SPAN team will utilize both qualitative and quantitative methods to assess internal and external resources, and identify strengths, weaknesses, opportunities and threats to working collaboratively across chronic disease prevention programs and partners. Results of these inquiries will be used to inform management and staff on ways to improve collaboration and coordination.

The Cal SPAN team will also leverage an established network of LHDs, community coalitions, university collaborators, and state agency workgroups to implement the proposed data collection and evaluation activities. A key partnership regarding data collection will include LHDs, who already participate in efforts to monitor and assess, for example, food quality, availability, and affordability within CA. Our relationship with the University of California, specifically the Nutrition Policy Institute (NPI), will be central in the collection of key outcome measures focused on identified nutrition and PA standards and/or policy, and

health behaviors. Finally, we will collaborate with CDPH MCAH and WIC to assist in the collection and measurement planning process involving BF.

Quantitative process and outcome measures will be dependent on the granularity and availability of data from the aforementioned sources. CDPH NEOPB proposes to develop multi-year aggregate data files in order to continually track trends, and examine pre- and post-implementation changes in process and outcome measures. All state-specific data collection efforts will proceed according to established practices for instrument design, sampling and administration. CDPH-NEOPB-led data collection efforts will include training and technical assistance to collaborators in order to ensure fidelity to instrument-specific protocols. As necessary, limitations involving reliability, validity or generalizability of the data will be disclosed in reports to CDC.

Data Management Plan: The proposed data sources will vary in terms of public availability and access. Only CDPH NEOPB RES staff will have access to individual-level surveys with personally identifiable data (PID). Individual-level survey data will only be reported in aggregate state- or county-level reports, and no identifiable information will be shared with partners without appropriate data security agreements. Where needed, statistical masking, or limits on small cell sizes may be used to further protect data from unintentional identification. All data will be stored on password-protected secure servers accessible only by authorized personnel. We will seek a determination of non-research activity from the California Committee for the Protection of Human Subjects (i.e. IRB) for all relevant projects. The data will be stored on servers at a secure site, monitored by security and accessible only to authorized personnel. CDPH NEOPB data access is protected by secure server login. Files containing PID are additionally protected by being stored within a permission-based file structure, accessible on a password-protected network. All CDPH NEOPB email and file transfer will be secured through automatic encryption or the use of fully Federal Information Processing Standard 140-2 compliant, secure file transfer sites. PID will be stored on the password-protected network, not on individual workstations. The security controls include, but are not limited to, the following: anti-virus software, periodic log reviews of specific systems, generation of audit trails, automatic screensaver timeouts, firewalls, intrusion detection and prevention systems, as well as the requirement to remote-access the environment through Citrix. We will store data for approximately ten years. If the data are not being used, we will work with the information technology team within CDPH to dispose of the data.

d. Organizational Capacity of Applicant to Implement the Approach

The work of this grant is aligned with the mission of CDPH NEOPB and consistent with the experience and expertise of the staff, grantees, and partners engaged in work in state and local government agencies and community outlets to advance nutrition guidelines, PA promotion and BF supports. The mission of CDPH NEOPB states: "Through statewide, regional and local partnerships, programs, and policy initiatives, we promote healthy eating, physical activity, and food security with an emphasis on communities with the greatest health disparities." The CDPH NEOPB is part of the organizational structure of the Center for Healthy Communities (Center). The Center includes all of CDPH's chronic disease and risk factor programs, such as the CDCB and the Safe and Active Community Branch (SACB). The WIC program also resides in CDPH and is a state-level partner with CDPH NEOPB. The physical and organizational proximity of these programs, as well as long-standing professional collaborations, facilitate continued opportunities for further synergies and will allow the Cal SPAN team to draw from the broader expertise and capacity of CDPH staff.

CDPH NEOPB manages the statewide obesity prevention initiative comprised of local, state, and national partners collectively working toward improving the health status of low-resource Californians through nutrition education and PA promotion inclusive of community engagement and development strategies all focused on communities experiencing health disparities. SNAP-Ed services target

Californians of all ages who live in households with incomes at or below 185 percent of the FPL in 60 of 61 CA local health jurisdictions.

Depending on the type of service provided, CDPH NEOPB's SNAP-Ed program reaches between 1 million and 12 million Californians each year. In FFY 17, LHDs reached a total of 506 ECE sites with PSE change strategies reaching over 17,000 children. In that same year, LHDs provided worksite wellness strategies in 138 low-wage worksites, inclusive of nutrition, PA, and BF strategies. Thirty-six counties worked in AT and SRTS across 168 sites, reaching over 90,000 children. These efforts are further supported by Preventative Health and Health Services Block Grant (PHHSBG) activities that convene and engage partners to communicate best practices, to highlight model policies, and to advance upstream solutions to address health disparities.

CDPH NEOPB brings organizations together to address areas where goals, objectives, and activities intersect. CDPH NEOPB is committed to nurturing partnerships as the cornerstone of its work to initiate, encourage and support PSE changes that will lead to decreasing and potentially preventing obesity and chronic disease. CDPH NEOPB has more than 20 years of experience collaborating with state and local organizations to obtain and deliver on categorical funding from CDC. CDPH NEOPB has also worked for over 20 years with advocates to improve nutrition and PA environments, and to promote healthy policies to increase access to healthy foods, beverages and PA.

In 2008, CDPH NEOPB staff developed the CA Obesity Prevention Plan (COPP) that supported several LHDs and community organizations to implement activities addressing obesity prevention, including increasing fruit and vegetable consumption, decreasing consumption of energy-dense foods, increasing PA, and increasing BF initiation, duration, and exclusivity. In 2010, CDPH NEOPB staff implemented a *Sodium Reduction in Communities* CDC grant, which was a collaborative project with Shasta County to promote adoption of procurement policies and practices that limit sodium in government-purchased food, worksites, and schools. Activities also increased the availability of lower sodium food options in schools, restaurants and worksites and educated decision-makers on sodium reduction strategies. In 2012, CDPH NEOPB implemented the 805 CDC Supplemental BF grant, which was a collaborative project with the CDPH MCAH, CWA, CBC, and 15 community health clinics. Through the grant, we supported the development of staffing and billing systems for lactation services, implementation systems to provide and bill for professional BF support services and pumps, and developed BF guidelines and criteria, *9-Steps To Breastfeeding Friendly: Guidelines for Community Health Centers and Outpatient Care Settings* (Guidelines).

For the past 5 years, CDPH NEOPB staff supported LHDs and community organizations to implement strategies associated with the nutrition, PA, obesity and school health portions of the CDC 1305 grant. CDC 1305 funded staff partnered with two separately funded statewide programs to expand upon the healthy retail work of CDPH, which improved the ability of 29 small retailers to increase the quality of foods and beverages stocked. Staff successfully supported BikeShare Programs for employees of 14 state agencies, reaching over 15,000 staff. Staff also collaborated with CDE, LHDs, and community organizations to implement policies and practices that created supportive nutrition environments and assisted in the development, implementation, and evaluation of comprehensive school PA programs in ten targeted CA school districts. Staff partnered with school-related organizations, school/district staff, LHDs, community organizations to improve and expand PA by AT and SRTS. Staff activated existing partnerships with WIC and CBC to assist the 15 community health clinics to implement the BF Guidelines in as many clinics within their organizations. Staff ensured CDPH staff, managers, and supervisors were aware of state and federal lactation accommodations laws, and improved the lactation rooms of seven programs within CDPH and DHCS. In summary, these efforts and successes leveraged the capacity and LHD programmatic infrastructure of CDPH NEOPB and SNAP-Ed, which allowed such an extensive reach of services on a fairly small budget.

The Cal SPAN team consists of an experienced set of public health professionals (see resumes provided.) For the CDC SPAN 1807 grant, Caroline Kurtz, PhD (Chief, CDPH NEOPB) will serve as the Principal Investigator. Dr. Kurtz has worked in CDPH NEOPB for over 5 years and for over 13 years has led obesity prevention social marketing interventions in combination with PSE change approaches. She also lectures at the University of California Davis on Nutrition Anthropology and a Master's in Public Health Seminar. Dr. Kurtz will coordinate closely with Jackie Richardson, Health Program Manager II, who will serve as Project Manager and will oversee staff working on the CDC 1807 grant. Ms. Richardson has over 15 years of experience implementing obesity prevention programs in low-resource communities; she has worked as a Registered Dietitian (RD), and has four years of experience managing CDC grant activities, including the 1305 CDC grant.

The day-to-day leadership and implementation of strategies and activities of the grant and grantees will be shared between the Andrew Manthe, Health Education Consultant III, PA Coordinator and Linda Cowling, Public Health Nutrition Consultant III, RD and Nutrition Coordinator. Mr. Manthe has worked in public health for over 30 years, and has focused on ECE and school-related PA for the last ten years. He currently provides PA leadership for CDC 1305. Ms. Cowling has over 20 years of experience as an RD and has provided nutrition and BF expertise on the 805 CDC BF Supplemental grant, the CDC 1305 grant, and the *Sodium Reduction in Communities* CDC grant. Together, Mr. Manthe and Ms. Cowling will share the responsibilities of facilitating team meetings, monitoring progress, collaborating with evaluators, preparing reports, and communicating with partners and CDC. They will have biweekly meetings with Ms. Richardson to provide updates and issues related to the project. The Cal SPAN team will also consist of a Health Program Specialist I, Sophia Mercado, who will support food service, AT, and community PA strategies. Ms. Mercado previously led CDC 1305 SRTS efforts. Other team members include Monet Parham-Lee, a Health Education Consultant III who has provided leadership for ECE activities for over ten years and Peter Munoz, a Health Promotion Specialist I, with experience in healthy retail.

The CDPH NEOPB Fiscal Support Services Unit's Associate Governmental Program Analyst (AGPA), Emma Keaney, will serve as Fiscal Manager, providing budget management and administration for financial procedures, tracking, monitoring and reporting of expenditures for the CDC 1807 grant. Ms. Keaney currently provides budgetary oversight on the CDC 1305 grant and has over six years of experience managing federal grants within CDPH. In administration of federally-funded activities, CDPH maintains records identifying the source and application of funds; compares expenditures with budget amounts; and follows written procedures for payment requirements, determining cost allowability, and financial reporting and monitoring. CDPH uses the Financial Information System for California to accurately monitor and report budget and expenditure information by program. Since 2013, CDPH has successfully applied these policies and protocols to support strong fiscal integrity for CDC grants. Two CDPH NEOPB grants for State Fiscal Year 2017-18 are PHHSBG, with a budget of \$300,000; and Prevention First: Advancing Synergy for Health, with a budget of \$932,886.

The CDPH NEOPB Research & Evaluation Section's (RES) Chief (Lauren Whetstone, PhD) and staff, will provide data management services, assist in the design and evaluation of strategies, and conduct performance monitoring. RES will work as a part of the larger team to ensure successful implementation of the evaluation plan and to maintain program quality, consistency, and fidelity for the CDC 1807 grant. NPI staff will contribute to design and evaluation of strategies, inclusive of developing evaluation plans, reviewing policies, identifying assessment tools, and assisting with surveys. Dr. Whetstone has five years' SNAP-Ed evaluation experience and 18 years' experience evaluating community and clinic-based obesity and chronic disease prevention interventions in underserved rural communities. She is an author and editor of the United States Department of Agriculture (USDA) SNAP-Ed Evaluation Framework and Interpretive Guide. Drs. John Pugliese and Ingrid Cordon together have over 25 years of research and evaluation experience, including more than ten years of work in public health or social service sectors providing

evaluation, performance monitoring, and surveillance expertise. Marja Strutz will support evaluation leads with research and data analysis assistance. Ms. Strutz will also provide TA to LHD contractors on evaluation tool usage. NPI brings nationally recognized obesity prevention and evaluation expertise to the team. RES staff are members of multiple state-level workgroups and work closely with state partners including the CDE, California State University Sacramento, and other branches in CDPH toward evaluating public health goals. The Cal SPAN team will collaborate with a host of programs and organizations to leverage resources and maximize the reach and impact of activities listed in the work plan. See *Collaboration* section for a list of partner programs and organizations.

The Cal SPAN team and local counties have experience successfully implementing strategies from previous CDC and USDA funded grants related to nutrition, BF, AT, and PA, and, as a result, if awarded this grant could begin services immediately. The proposed activities build upon strategies and activities the Cal SPAN team has cultivated during the past 5 years of the 1305 grant. We will activate existing relationships with LHDs, communities, collaboratives, and coalitions to assist in the implementation of proposed strategies and activities, to the potential benefit of the entire state.

Work Plan – Year One

Overarching Strategy 1: Implement Food Service Guidelines			
Outcome Measures:			
- Healthy Meeting Policies developed and implemented in up to two State Health Departments and up to 10 Local Health Departments reaching over 5000 employees statewide - Healthy food service and stocking standards adopted by up to 10 small retailers in targeted counties			
Short-Term Outcome		Intermediate Outcome	
Demonstrated progress on food service guidelines		Increased number of places that implement food service guidelines	
Strategy 1	Milestone(s)	Responsible Party	Completion Date
Develop Healthy Meeting policy for state and local government agencies	Healthy Meeting policy drafted, adopted and implemented	PHNC III (Cowling); HPS I (Mercado); RS III (Pugliese); AGPA (Strutz); LHDs; NPI	September 29, 2019
Settings: CDPH, CA Department of Health Care Services (DHCS), LHDs Statewide			
Partners: CDPH, DHCS, and LHD Leadership, <i>Healthier U</i> Worksite Wellness Program			
Activity 1: Review literature to identify evidence-based approaches and recommendations for healthy food service standards and healthy meeting policies in the workplace. Document findings.			10/1/18-12/31/18
Activity 2: Collect samples of state and local wellness policies addressing food service guidelines and healthy meetings. Review for best practices. Document and share findings via newsletters, a webinar, presentation, and/or web posting.			10/1/18-12/31/18
Activity 3: Collaborate with CDPH, DHCS, and LHD leadership to develop a draft "Healthy Meeting" policy to develop food service guidelines for meetings, trainings, and conferences.			1/1/19 - 3/31/19
Activity 4: Share draft version of policy with CDPH, DHCS, and LHD leadership. Revise as needed. Present and propose for adoption.			4/1/19-6/30/19
Activity 5: Communication Activity: Communicate the importance of the policy with staff and managers. Present information on the policy and alignment with CDPH and DHCS vision with managers and supervisors. Develop template			4/1/19-6/30/19

communication piece for use locally and for CDPH employees explaining the purpose and benefits of the Healthy Meeting policy. Participate in meetings and trainings, as invited, to discuss the policy.			
Activity 6: Communication Activity: Share Healthy Meeting policy with CDPH Branch Chiefs, LHD leadership, and place on the CDPH website and intranet.			7/1/19-9/30/19
Activity 7: Evaluation Activity: In partnership with evaluation team, design evaluation plan for healthy meeting policy to address the extent to which the meeting environments have changed since the implementation of the policy.			10/1/18-12/31/18, 7/1/19-9/30/19
Strategy 2	Milestone	Responsible Party	Completion Date
Assist small retail vendors in adopting healthy food service guidelines in select counties.	Strategies implemented to increase access to and availability of healthy foods and beverages	PHNC III (Cowling); HPS I (Muñoz); RS II (Cordon); LHDs; NPI	September 29, 2019
Settings: Small Retail Markets in Sacramento, Orange, Fresno, and Glenn Counties			
Partners: CTCB staff, CDPH NEOPB staff, LHD staff, WIC, CDCB, CA Department of Social Services, Center for Science in the Public Interest			
Activity 1: Collaborate with state and local partners to expand the SHOP Healthy Here (SHH) retail program to promote the adoption of healthy food service guidelines through improved stocking standards and healthy check-out lanes.			10/1/18 - 6/30/19
Activity 2: Evaluation Activity: In selected stores, evaluate the store health profile baseline using the Communities of Excellence (CX ³) Retail scorecard.			10/1/18-12/31/18
Activity 3: Collaborate with partners to determine retailer training and TA needs.			10/1/18-3/31/19
Activity 4: Coordinate with partners to educate retailers on the importance of healthy food access in their communities. Provide information on healthy procurement practices and storage, display and promotional approaches to help drive demand for healthy foods and beverages.			1/1/19-6/30/19
Activity 5: Evaluation Activity: Conduct a post assessment using the same CX ³ scorecard and assess the number of SHH retailers who have increased the availability of healthy food and beverages through the adoption of healthy food service guidelines.			7/1/19-9/30/19
Activity 6: Communication Activity: Develop 2-4 case studies addressing the impact and lessons learned. Share these case studies with CA LHDs and partners working in small retail to advance food service guidelines.			7/1/19-9/30/19

Overarching Strategy 2: Implement Interventions Supportive of Breastfeeding			
Short-Term Outcome		Intermediate Outcome	
Demonstrated progress on supportive BF interventions		Increased number of places that implement supportive BF interventions	
Outcome Measures: • Supportive BF interventions adopted and implemented in up to 20 community and government sites • In targeted counties, increase the number of worksites in compliance with state and federal lactation accommodation laws by up to 10 sites			
Strategy 1	Milestone	Responsible Party	Completion Date

Collaborate with partners to assess the number of sites that support BF in select counties	Number of State Departments, LHDs, and private worksites that implement BF supports	PHNC III (Cowling); RS II (Cordon); AGPA (Strutz); LHDs; NPI	September 29, 2019
Settings: CA State Departments; LHDs, 15 Community Clinics			
Partners: LHDs, FQHCs, WIC, CWA, CBC, MCAH BIH and Home Visiting			
Activity 1: Collaborate with state and local partners to assess how many community health clinics (i.e. FQHC's, WIC) and LHDs have adopted and implemented policies that protect, promote and support BF.			10/1/18-3/31/19
Activity 2: Coordinate efforts with partners to assess the training and TA needs of community health clinics and LHDs to implement BF guidelines and policies.			10/1/18-3/31/19
Activity 3: Based on the results of the assessment, work with partners to develop content for trainings, webinars and/or toolkits to assist community health clinics and LHD staff in implementing BF guidelines and policies.			4/1/19-6/30/19
Activity 4: Conduct 1 statewide webinar and 1 in-person training describing BF guidelines and resources community health clinics and LHDs can utilize.			4/1/19-9/30/19
Activity 5: Communication Activity: Collaborate with partners and practitioners to develop and share best practices, success stories and presentations.			7/1/19-9/30/19
Activity 6: Evaluation Activity: Assess the number of community health clinics and LHDs that have a change in knowledge, intent or practices with BF supports.			7/1/19-9/30/19
Strategy 2	Milestone	Responsible Party	Completion Date
Promote compliance with federal lactation accommodation laws in targeted worksites	Promotion of compliance with federal lactation accommodation laws in targeted worksites	PHNC III (Cowling); RS II (Cordon); AGPA (Strutz) LHDs; NPI	September 29, 2019
Settings: Orange County LHD, Sacramento County LHD			
Partners: WIC, CWA, CA BF Coalition, CA SNAP-Ed			
Activity 1: Collaborate with state and local partners to access how many low-wage worksites in selected counties have BF policies in place.			10/1/18-3/31/19
Activity 2: Coordinate with partners to assess the training and TA needs of targeted worksites to implement BF policies and comply with federal lactation accommodation laws.			10/1/18-3/31/19
Activity 3: Based on the results of the assessment, work with partners to develop trainings, webinars, newsletter articles and/or toolkits to assist worksites in complying with federal lactation accommodation laws.			4/1/19-6/30/19
Activity 4: Work with partners to provide trainings, TA, webinars, resources, newsletter articles and/or toolkits to targeted sites on complying with lactation accommodation laws.			4/1/19-9/30/19
Activity 5: Communication Activity: Collaborate with partners and practitioners to develop and share best practices, success stories and presentations.			7/1/19-9/30/19
Activity 6: Evaluation Activity: Assess the number of partner worksites that have improved knowledge of and compliance with lactation accommodation laws in select counties.			7/1/19-9/30/19

Overarching Strategy 3 (& 5 Combined): Implement & Integrate Nutrition & Physical Activity Standards into Statewide Early Care and Education (ECE) Systems	
Short-Term Outcome	Intermediate Outcome
Demonstrated progress on ECE nutrition and physical activity standards	Increased number of ECE state and local systems with embedded nutrition and PA

		standards across four counties reaching up to 174,000 children	
Outcome Measures: Increased number of ECEs that have implemented and integrated nutrition and physical activity standards into policies and/or professional development plans.			
Strategy 1	Milestone	Responsible Party	Completion Date
Collaborate with partners to assess the number of ECEs that implement nutrition and PA standards in select counties	Implementation of nutrition standards (inclusive of BF supports) and PA standards	PHNC III (Cowling); HEC III (Manthe, Parham-Lee); RS III (Pugliese); LHDs; NPI	September 29, 2019
Settings: LHDs Statewide working in ECE settings			
Partners: Orange County, Fresno County, Contra Costa County, and Sacramento County LHDs, Orange County Early Childhood Workgroup, CDE, CCFP Roundtable, Contra Costa LHD, CA State ECE Partnership, Resource & Referral Network (R&R Network)			
Activity 1: Review literature to identify evidence-based approaches and recommendations for nutrition (inclusive of BF supports) and PA standards in ECE setting. Document findings.			10/1/18-12/31/18
Activity 2: Collect sample policies addressing nutrition and PA standards in ECEs.			10/1/18-12/31/18
Activity 3: Collaborate with state and local partners to determine the number of ECEs (i.e. centers and family day care homes) in targeted counties that have nutrition and PA policies in place, and the strength of those policies. Review and document best practices.			1/1/19-3/31/19
Activity 4: Coordinate with partners to assess the training and TA needs of ECEs to implement nutrition and PA standards and policies.			1/1/19-3/31/19
Activity 5: Based on the results of the assessment, work with partners to develop trainings, webinars, and/or identify resources to assist in the implementation of nutrition and PA standards in ECE sites.			4/1/19-6/30/19
Activity 6: Communication Activity: Create and send fact sheet to county R&R Networks regarding assessment results. Share best practices from policy reviews with LHDs, R&R Network and other partners working with ECE.			7/1/19 - 9/30/19
Activity 7: Evaluation Activity: Assess the number of ECEs in select counties that have implemented nutrition and PA standards.			7/1/19-9/30/19
Strategy 2	Milestone	Responsible Party	Completion Date
Work with the CA Child Care R&R Network and CCFP Roundtable to improve PA and nutrition content in professional development trainings	Training interventions provided to county R&Rs across CA include evidence-based PA and nutrition content and materials.	PHNC III (Cowling); HEC III (Manthe, Parham-Lee); RS III (Pugliese); NPI	September 29, 2019
Settings: ECE sites, ECE trainings, R&R Network training opportunities; CCFP Roundtable meetings			
Partners: CA R&R Network; CCFP Roundtable member organizations; Orange County and Contra Costa County LHDs			
Activity 1: In collaboration with partners, map systems of influence for ECE professional development standards and training guidance. Use this to inform future activities.			10/1/18-3/31/19
Activity 2: Review the current PA and nutrition content and resources included in Network and CCFP trainings.			10/1/18- 12/31/18
Activity 3: Compare the content and resources with the standards of the CACFP requirements, along with other evidence-based publications.			1/1/19- 3/31/19

Activity 4: With partners, assess provider PA and nutrition trainings needs and interests.			1/1/19- 3/31/19
Activity 5: Work with CA R&R Network and CCFP staff to prepare additional training materials and resources that can be used in at least four trainings for county R&Rs and that can be integrated into Roundtable training materials. Inclusive of resources for parents and children.			1/1/19- 6/30/19
Activity 6: Conduct 2-3 county-wide ECE PA and Nutrition trainings.			4/1/19-9/30/19
Activity 7: Communication Activity: Submit article to the Network for dissemination to county R & Rs describing the enhanced PA and nutrition training content.			1/1/19- 3/31/19
Activity 8: Evaluation Activity: Assess changes in knowledge of and intent to implement PA and Nutrition policies and practices among training recipients.			7/1/19- 9/30/19
Strategy 3	Milestone	Responsible Party	Completion Date
Provide Nutrition and PA technical assistance (TA) to at least six ECE county R&R organizations, and to at least six individual ECE sites to increase ECE adoption and practice of PA and nutrition standards	ECE county R&R organizations add nutrition and PA content to their training plans, and individual ECE sites adopt at least two new PA practices.	PHNC III (Cowling); HEC III (Manthe, Parham-Lee); RS III (Pugliese)	September 29, 2019
Settings: County R&Rs; ECE sites in Contra Costa, Fresno, Sacramento and Orange Counties			
Partners: CA R & R Network; CCFP Roundtable			
Activity 1: Survey ECE county R&R sites and ECEs to determine which ones would like to receive nutrition and PA TA per specified topics. Provide requested TA.			1/1/19- 3/31/19
Activity 2: Provide training and TA per assessment results. CDPH PA staff and R&R Network PA leads will provide PA TA to county R&R organizations and to individual ECE sites. Similarly, CDPH and R&R Network nutrition staff will provide nutrition TA.			4/1/19-9/30-19
Activity 3: Communication Activity: Post evidence-based PA and nutrition practices and standards on the CDPH web site and promote these via listserv to county R&Rs.			4/1/19-6/30/19
Activity 4: Evaluation Activity: CDPH PA staff and R&R Network PA leads will work together to survey ECEs that receive TA to determine their satisfaction.			7/1/19- 9/30/19

Overarching Strategy 4: Establish New or Improved Pedestrian, Bicycle, and Transit Transportation Systems			
Outcome Measures: Enhanced active transit systems are incorporated in a community's master plan and/or improved land use planning to promote AT, especially walking.			
Short-Term Outcome		Intermediate Outcome	
Demonstrated progress on community planning and transportation interventions that support safe and accessible PA in up to five CA counties.		Number of places where new or improved systems to promote PA were implemented.	
Strategy 1	Milestone	Responsible Party	Completion Date
Increase community PA by supporting LHD involvement in the development, revision, or implementation of pedestrian, bicycle, or transportation plans and/or updating a city or county-wide general plan's transportation or	LHD invited to participate in transportation/ general plan update process	HEC III (Manthe); HPS I (Mercado); RS II (Cordon); LHDs, NPI	September 29, 2019

health element or promoting local policy or infrastructure solutions.	and/or committee.		
Settings: LHD staff in 3 counties drawn from: Orange, Contra Costa, Glenn, Fresno, and Sacramento			
Partners: LHD staff, SGC/HiAP staff, SACB, CalTrans			
Activity 1: Coordinate efforts with the CDPH SGC HiAP team to promote AT and land use planning in NEOPB obesity prevention activities and work plans.			10/1/18-6/30/19
Activity 2: Conduct 1 statewide webinar and 1 in-person training at a CDPH NEOPB meeting, training or conference describing how LHDs can impact their local transportation and land use planning process to increase AT, and walking specifically.			1/1/19-9/30/19
Activity 3: Provide technical assistance funds and support to 3 LHDs to engage in their local Caltrans district transportation planning process to promote policy, program, and infrastructure solutions with a Health Equity focus in disadvantaged communities.			10/1/18-9/30/19
Activity 4: Communication Activity: Develop 1 -2 Success Stories with input from LHD staff and HiAP staff. Disseminate to partners.			4/1/19-9/30/19
Activity 5: Evaluation: In targeted agencies, assess the number of contacts made with local planning officials, and the number of revisions or additions promoting AT.			10/1/18-9/30/19
Strategy 2	Milestone	Responsible Party	Completion Date
Increase community PA through training and TA to LHDs to support the development of successful applications for the CA Department of Transportation's Active Transportation Program (ATP).	Collaboration with CDPH SACB team to expand their outreach for the ATP, specifically through a gap analysis of ATP-funded school districts	HEC III (Manthe) HPS I (Mercado) RS II (Cordon)	September 29, 2019
Settings: Statewide			
Partners: CDPH SACB, Caltrans staff			
Activity 1: Expand upon efforts of CDPH's SACB Active Transportation Safety Program (ATSP) program to enhance communication and outreach to LHDs statewide about the Caltrans ATP process.			1/1/19-9/30/19
Activity 2: Conduct 1 statewide webinar and 1 in-person presentation at a NEOPB meeting, training or conference demonstrating the types of transportation projects and activities funded through the ATP.			4/1/19-9/30/19
Activity 3: Work with Caltrans ATP staff and CDPH ATSP team to assess gaps in low resource communities awarded ATP funds for SRTS and to increase applications from those locations.			10/1/18-9/30/19
Activity 4: Communication Activity: Create and deliver presentations at 1-3 NEOPB events; develop an infographic about the ATP process in collaboration with SACB and Caltrans staff to be disseminated via NEOPB and partner channels.			4/1/19-9/30/19
Activity 5: Evaluation Activity: Assess changes in knowledge and confidence in participating in planning processes among involved staff and partners.			10/1/18-9/30/19
Strategy 3	Milestone	Responsible Party	Completion Date

Support select LHDs to conduct SRTS program activities including promotion of Walking School Buses, Bicycle Trains, signage and wayfinding to promote family and community PA.	SRTS activities implemented by selected LHDs	HEC III (Manthe) Health Program Specialist I (Mercado); RS II (Cordon); LHDs; NPI	September 29, 2019
Settings: LHD staff in 3 counties drawn from: Orange, Contra Costa, Glenn, Fresno, and Sacramento			
Partners: CDPH SACB, National SRTS			
Activity 1: Coordinate with CDPH SACB ATSP program to disseminate Walking School Bus and Bicycle Train Toolkits and infographics to school districts statewide.			10/1/18-9/30/19
Activity 2: Subcontract with the CA office of the National SRTS Partnership to conduct 1 statewide webinar on an emerging SRTS implementation, program or policy strategy.			1/1/19-9/30/19
Activity 3: Provide TA and funding support to 3 LHDs to promote AT in their region through policy, program, and infrastructure solutions. Include requirement to conduct a community participator walkability audit and subsequent action planning.			10/1/18-9/30/19
Activity 4: Communication Activity: Launch new infographics with presentations at NEOPB conferences and webinars for LHD partners.			1/1/19-9/30/19
Activity 5: Evaluation team will support awarded LHDs to develop an evaluation plan for their proposed activities.			10/1/18-9/30/19
Strategy 4	Milestone	Responsible Party	Completion Date
Collaborate with state-level partners in transportation and planning to include obesity, chronic disease prevention, and health equity in transportation policy and programming.	Participate in Caltrans advisory groups to support AT and improved community design	Health Program Specialist I; (Mercado); RS II (Cordon)	September 29, 2019
Settings: Statewide			
Partners: CDPH HiAP team, Caltrans ATLC group			
Activity 1: Represent CDPH at the California Transportation Commission's ATP Advisory committee meetings to promote public health-bike, pedestrian, and SRTS.			10/1/18-9/30/19
Activity 2: Participate in the CDPH HiAP team Active Transportation Action Plan update process to support SRTS and community PA content.			10/1/18-9/30/19
Activity 3: Participate in Caltrans' AT efforts through either their newly created Walk/Bike Technical Advisory Committee or through the existing Active Transportation for Livable Communities committee (ATLC).			10/1/18-9/30/19
Activity 4: Communication Activity: Share obesity and chronic disease health impact data for CA communities and the benefits of AT with state-level planning partners. Share template policy language to improve walkability and AT in Master Plans.			1/1/19-9/30/19
Activity 5: Evaluation: With targeted partners, assess process measures including the number of meetings attended, and the number outcomes including revisions or additions promoting health and/or health equity in AT.			10/1/18-9/30/19

Work Plan Overview Years Two-Five

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

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

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

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

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. Upon completion of project activities as provided in Exhibit A Grant Application, and upon receipt and approval of the invoices, the State agrees to reimburse the Grantee for activities performed and expenditures incurred in accordance with the costs specified herein.
- B. Invoices shall include the Grant Number and shall be submitted not more frequently than monthly in arrears to:

Kimmy Casjens, Grant Manager
California Department of Public Health
Nutrition Education and Obesity Prevention Branch
1616 Capitol Ave., MS 7204
Sacramento, CA 95814
NEOPBfiscalrequest@cdph.ca.gov

- C. Invoices shall:
 - 1) Be prepared on Grantee letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent activities performed and are in accordance with Exhibit A Grant Application under this Grant.
 - 2) Bear the Grantee's name as shown on the Grant.
 - 3) Identify the billing and/or performance period covered by the invoice.
 - 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this Grant. Subject to the terms of this Grant, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable and approved by CDPH.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to fulfill any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Grantee to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. Amounts Payable

- A. The amounts payable under this Grant shall not exceed: \$450,000.
- B. Payment allocations shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are fulfilled and/or goods are received.

Exhibit B
Budget Detail and Payment Provisions

5. Timely Submission of Final Invoice

- A. A final undisputed invoice shall be submitted for payment no more than sixty (60) calendar days following the expiration or termination date of this Grant, unless a later or alternate deadline is agreed to in writing by the program grant manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this Grant have ceased and that no further payments are due or outstanding.
- B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Grantee fails to obtain prior written State approval of an alternate final invoice submission deadline.

6. Travel and Per Diem Reimbursement

Any reimbursement for necessary travel and per diem shall be at the rates currently in effect as established by the California Department of Human Resources (CalHR).

EXHIBIT C

STANDARD GRANT CONDITIONS

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

- 9. INCOME RESTRICTIONS:** Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Grant shall be paid by the Grantee to the Department, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the Department under this Grant.
- 10. INDEPENDENT CONTRACTOR:** Grantee, and its agents and employees of Grantee, in the performance of the Project, shall act in an independent capacity and not as officers, employees or agents of the Department.
- 11. MEDIA EVENTS:** Grantee shall notify the Department's Grant Manager in writing at least twenty (20) working days before any public or media event publicizing the accomplishments and/or results of the Project and provide the opportunity for attendance and participation by Department's representatives.
- 12. NO THIRD-PARTY RIGHTS:** The Department and Grantee do not intend to create any rights or remedies for any third- party as a beneficiary of this Grant or the project.
- 13. NOTICE:** Grantee shall promptly notify the Department's Grant Manager in writing of any events, developments or changes that could affect the completion of the project or the budget approved for this Grant.
- 14. PROFESSIONALS:** Grantee agrees that only licensed professionals will be used to perform services under this Grant where such services are called for.
- 15. RECORDS:** Grantee certifies that it will maintain Project accounts in accordance with generally accepted accounting principles. Grantee further certifies that it will comply with the following conditions for a grant award as set forth in the Request for Applications (Exhibit D) and the Grant Application (Exhibit A).

 - A. Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
 - B. Establish separate accounts which will adequately and accurately depict all amounts received and expended on this Project, including all grant funds received under this Grant;
 - C. Establish separate accounts which will adequately depict all income received which is attributable to the Project, especially including any income attributable to grant funds disbursed under this Grant;
 - D. Establish an accounting system which will adequately depict final total costs of the Project, including both direct and indirect costs; and,
 - E. Establish such accounts and maintain such records as may be necessary for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations.
- 16. RELATED LITIGATION:** Under no circumstances may Grantee use funds from any disbursement under this Grant to pay for costs associated with any litigation between the Grantee and the Department.

17. RIGHTS IN DATA: Grantee and the Department agree that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work submitted under Exhibit A in the performance of the Project funded by this Grant shall be in the public domain. Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Project, subject to appropriate acknowledgment of credit to the Department for financial support. Grantee shall not utilize the materials submitted to the Department (except data) for any profit making venture or sell or grant rights to a third-party who intends to do so. The Department has the right to use submitted data for all governmental purposes.

18. VENUE: The Department and Grantee agree that any action arising out of this Grant shall be filed and maintained in the Superior Court, California. Grantee waives any existing sovereign immunity for the purposes of this Grant, if applicable.

19. STATE-FUNDED RESEARCH GRANTS:

- A. Grantee shall provide for free public access to any publication of a department-funded invention or department-funded technology. Grantee further agrees to all terms and conditions required by the California Taxpayer Access to Publicly Funded Research Act (Chapter 2.5 (commencing with Section 13989) of Part 4.5 of Division 3 of Title 2 of the Government Code).
- B. As a condition of receiving the research grant, Grantee agrees to the following terms and conditions which are set forth in Government Code section 13989.6 ("Section 13989.6"):
 - 1) Grantee is responsible for ensuring that any publishing or copyright agreements concerning submitted manuscripts fully comply with Section 13989.6.
 - 2) Grantees shall report to the Department the final disposition of the research grant, including, but not limited to, if it was published, when it was published, where it was published, when the 12-month time period expires, and where the manuscript will be available for open access.
 - 3) For a manuscript that is accepted for publication in a peer-reviewed journal, the Grantee shall ensure that an electronic version of the peer-reviewed manuscript is available to the department and on an appropriate publicly accessible database approved by the Department, including, but not limited to, the University of California's eScholarship Repository at the California Digital Library, PubMed Central, or the California Digital Open Source Library, to be made publicly available not later than 12 months after the official date of publication. Manuscripts submitted to the California Digital Open Source Library shall be exempt from the requirements in subdivision (b) of Section 66408 of the Education Code. Grantee shall make reasonable efforts to comply with this requirement by ensuring that their manuscript is accessible on an approved publicly accessible database, and notifying the Department that the manuscript is available on a department-approved database. If Grantee is unable to ensure that their manuscript is accessible on an approved publicly accessible database, Grantee may comply by providing the manuscript to the Department not later than 12 months after the official date of publication.

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

Exhibit D
Additional Provisions

1. Additional Incorporated Documents

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

2. Cancellation / Termination

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

Exhibit D
Additional Provisions

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

3. Avoidance of Conflicts of Interest by Grantee

- A. CDPH intends to avoid any real or apparent conflict of interest on the part of the Grantee, subgrants, or employees, officers and directors of the Grantee or subgrants. Thus, CDPH reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Grantee to submit additional information or a plan for resolving the conflict, subject to CDPH review and prior approval.
- B. Conflicts of interest include, but are not limited to:
 - 1) An instance where the Grantee or any of its subgrants, or any employee, officer, or director of the Grantee or any subgrant or has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the grant would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the grant.
 - 2) An instance where the Grantee's or any subgrant's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.

Exhibit D
Additional Provisions

- C. If CDPH is or becomes aware of a known or suspected conflict of interest, the Grantee will be given an opportunity to submit additional information or to resolve the conflict. A Grantee with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by CDPH to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, the conflict will be grounds for terminating the grant. CDPH may, at its discretion upon receipt of a written request from the Grantee, authorize an extension of the timeline indicated herein.

4. Dispute Resolution Process

- A. A Grantee grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Grantee and CDPH, the Grantee must seek resolution using the procedure outlined below.
- 1) The Grantee should first informally discuss the problem with the CDPH Program Grant Manager. If the problem cannot be resolved informally, the Grantee shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Grantee's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Grantee. The Branch Chief shall respond in writing to the Grantee indicating the decision and reasons therefore. If the Grantee disagrees with the Branch Chief's decision, the Grantee may appeal to the second level.
 - 2) When appealing to the second level, the Grantee must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Grantee shall include with the appeal a copy of the Grantee's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Grantee to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Grantee within twenty (20) working days of receipt of the Grantee's second level appeal.
- B. If the Grantee wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Grantee shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).
- C. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.

Exhibit D
Additional Provisions

- D. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Grant Manager.
- E. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Grantee shall be notified in writing by the CDPH Grant Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

Exhibit E
Federal Terms and Conditions

(For Federally Funded Grant Agreements)

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

This exhibit contains provisions that require strict adherence to various contracting laws and policies.

Index of Special Terms and Conditions

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

1. Federal Funds

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

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

2. Federal Equal Opportunity Requirements

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

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

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

3. Debarment and Suspension Certification

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

(6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

- c. If the Grantee is unable to certify to any of the statements in this certification, the Grantee shall submit an explanation to the CDPH Program Contract Manager.
- d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
- e. If the Grantee knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDPH may terminate this Agreement for cause or default.

4. Covenant Against Contingent Fees

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

5. Air or Water Pollution Requirements

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

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

6. Lobbying Restrictions and Disclosure Certification

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

a. Certification and Disclosure Requirements

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

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

b. Prohibition

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

7. Additional Restrictions

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

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

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

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

8. Human Subjects Use Requirements

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

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

9. Financial and Compliance Audit Requirements

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

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

CDPH Program Contract Manager shall forward the audit report to CDPH's Audits and Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.

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

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

10. Audit and Record Retention

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

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

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

11. Federal Requirements

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

**STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH
CERTIFICATION REGARDING LOBBYING**

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

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

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

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

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

County of Fresno

Name of Grantee

18-10558

Contract / Grant Number

March 12, 2019

Date

Nathan Magsig

Printed Name of Person Signing for Grantee



Signature of Person Signing for Grantee

Chairman of the Board of Supervisors of the County of Fresno

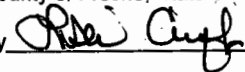
Title

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

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

ATTEST:

BERNICE E. SEIDEL
Clerk of the Board of Supervisors
County of Fresno, State of California

By 

Deputy

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

Attachment 2

CERTIFICATION REGARDING LOBBYING

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

Approved by OMB
0348-0046

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

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

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

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

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10

California Department of Public Health

Name/No.: State Physical Activity & Nutrition (CDC-SPAN) (State Grant Agreement No. 18-10558)

Fund/Subclass:	0001/10000
Organization #:	56201555
Revenue Account #:	4380