

AGREEMENT

THIS AGREEMENT is made and entered into this 28th day of February, 2017, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and **SARAH SAMUELS CENTER FOR PUBLIC HEALTH RESEARCH AND EVALUATION**, a Corporation, whose address is 1222 Preservation Park Way, Oakland, California, 94612, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, COUNTY, through its Department of Public Health, is in need of a qualified agency to provide evaluation of activities completed under the Department's Nutrition Education and Obesity Prevention (NEOP) program; and

WHEREAS, CONTRACTOR, has the facilities, equipment and personnel skilled in the provision of such evaluation services; and

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

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

1. RESPONSIBILITIES

A. CONTRACTOR shall perform all services and fulfill all responsibilities as identified in COUNTY's Request for Proposal (RFP) No. 17-031 dated November 9, 2016, Addendum No. One (1) to RFP No. 17-031 dated November 29, 2016 (collectively referred to herein as COUNTY's Revised RFP), and CONTRACTOR's Response to said Revised RFP dated December 12, 2016, both incorporated herein by reference and made part of this Agreement. In the event of any inconsistency among these documents, the inconsistency shall be resolved by giving precedence in the following order of priority: (1) to this Agreement; (2) to the Revised RFP; (3) to the Response to RFP. A copy of COUNTY's RFP No. 17-031 and CONTRACTOR's Response shall be retained and made available during the term of this Agreement by COUNTY's General Services Department, Purchasing Division.

B. CONTRACTOR shall perform all services and fulfill all responsibilities identified in Exhibit A, attached hereto and by this reference incorporated herein.

1 2. **TERM**

2 This Agreement shall become effective on March 1, 2017 and shall terminate on the 30th
3 day of September, 2019. This Agreement may be extended for two (2) additional consecutive twelve
4 (12) month periods upon the same terms and conditions herein set forth upon written approval of both
5 parties no later than thirty (30) days prior to the first day of the next twelve (12) month extension
6 period. The Department of Public Health Director or designee is authorized to execute such written
7 approval on behalf of COUNTY based on CONTRACTOR's satisfactory performance and available
8 funding.

9 3. **TERMINATION**

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

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

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

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

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

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

3 **4. COMPENSATION**

4 A. COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive
5 compensation at the rates as identified in Exhibit B, attached hereto and incorporated herein by this
6 reference. For the period of March 1, 2017 through and including September 30, 2017, in no event
7 shall actual services performed under this Agreement be in excess of One Hundred Twenty Thousand
8 Dollars and No/100 (\$120,000.00). For the period of October 1, 2017 through and including
9 September 30, 2018, in no event shall actual services performed under this Agreement be in excess of
10 One Hundred Thousand Dollars and No/100 (\$100,000.00). For the period of October 1, 2018 through
11 and including September 30, 2019, in no event shall actual services performed under this Agreement
12 be in excess of One Hundred Twenty Thousand Dollars and No/100 (\$120,000.00). It is understood
13 that all expenses incidental to CONTRACTOR's performance of actual services under this Agreement
14 shall be borne by CONTRACTOR.

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

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

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

27 **5. INVOICING**

28 CONTRACTOR shall invoice COUNTY monthly, by the thirtieth (30th) day of each

1 month for the prior month's expenditures, addressed to the County of Fresno, Department of Public
2 Health, OPPC-NEOP, P.O. Box. 11867, Fresno, CA 93775, Attention: OPPC-NEOP Staff Analyst.
3 Invoices shall detail line items as specified in Exhibit B, including original budget amount(s), current
4 month's expenses, year-to-date expenses, and budget balances. In addition, invoices shall also include
5 all relevant supporting documentation including but not limited to copies of original statements,
6 program expense receipts, payroll records and mileage claims.

7 **6. INDEPENDENT CONTRACTOR**

8 In performance of the work, duties, and obligations assumed by CONTRACTOR under
9 this Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of
10 CONTRACTOR's officers, agents, and employees will at all times be acting and performing as an
11 independent contractor, and shall act in an independent capacity and not as an officer, agent, servant,
12 employee, joint venturer, partner, or associate of the COUNTY. Furthermore, COUNTY shall have
13 no right to control or supervise or direct the manner or method by which CONTRACTOR shall
14 perform its work and function. However, COUNTY shall retain the right to administer this
15 Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the
16 terms and conditions thereof. CONTRACTOR and COUNTY shall comply with all applicable
17 provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction
18 over matters which are directly or indirectly the subject of this Agreement.

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

27 **7. MODIFICATION**

28 Any matters of this Agreement may be modified from time to time by the written

1 consent of all the parties without, in any way, affecting the remainder. Notwithstanding the above,
2 changes to line items in the budget, attached hereto as Exhibit B, that do not exceed ten percent (10%)
3 of the maximum compensation payable to the CONTRACTOR may be made with written approval of
4 COUNTY's Department of Public Health Director or designee and the designee of the California
5 Department of Public Health.

6 **8. NON-ASSIGNMENT**

7 Neither party shall assign, transfer or subcontract this Agreement nor their rights or
8 duties under this Agreement without the prior written consent of the other party.

9 **9. HOLD-HARMLESS**

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

18 **10. INSURANCE**

19 Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR
20 or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect the
21 following insurance policies throughout the term of this Agreement:

22 A. Commercial General Liability

23 Commercial General Liability Insurance with limits of not less than One Million
24 Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million
25 Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis.
26 COUNTY may require specific coverage including completed operations,
27 product liability, contractual liability, Explosion, Collapse, and Underground
(XCU), fire legal liability or any other liability insurance deemed necessary
because of the nature of the Agreement.

28 B. Automobile Liability

Comprehensive Automobile Liability Insurance with limits for bodily injury of

not less than Two Hundred Fifty Thousand Dollars (\$250,000) per person, Five Hundred Thousand Dollars (\$500,000) per accident and for property damages of not less than Fifty Thousand Dollars (\$50,000), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

C. Professional Liability

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

D. Worker's Compensation

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

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

Within thirty (30) days from the date CONTRACTOR executes this Agreement, CONTRACTOR shall provide certificates of insurance and endorsements as stated above for all of the foregoing policies, as required herein, to the County of Fresno, Department of Public Health, P.O. Box 11867, Fresno, California, 93775, Attention: Contracts Section – 6th Floor, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other

insurance, or self-insurance, maintained by the COUNTY, its officers, agents and employees, shall be excess only and not contributing with insurance provided under the CONTRACTOR's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to COUNTY.

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

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

11. CONFIDENTIALITY

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

12. DATA SECURITY

For the purpose of preventing the potential loss, misappropriation or inadvertent access, viewing, use or disclosure of COUNTY data including sensitive or personal client information; abuse of COUNTY resources; and/or disruption to COUNTY operations, individuals and/or agencies that enter into a contractual relationship with the COUNTY for the purpose of providing services under this Agreement must employ adequate data security measures to protect the confidential information provided to CONTRACTOR by the COUNTY, including but not limited to the following:

A. CONTRACTOR-Owned Mobile, Wireless, or Handheld Devices

CONTRACTOR may not connect to COUNTY networks via personally-owned mobile, wireless or handheld devices, unless the following conditions are met:

- 1) CONTRACTOR has received authorization by COUNTY for telecommuting purposes;
- 2) Current virus protection software is in place;
- 3) Mobile device has the remote wipe feature enabled; and

1 4) A secure connection is used.

2 B. CONTRACTOR-Owned Computers or Computer Peripherals

3 CONTRACTOR may not bring CONTRACTOR-owned computers or computer
4 peripherals into the COUNTY for use without prior authorization from the COUNTY's Chief
5 Information Officer, and/or designee(s), including but not limited to mobile storage devices. If data is
6 approved to be transferred, data must be stored on a secure server approved by the COUNTY and
7 transferred by means of a Virtual Private Network (VPN) connection, or another type of secure
8 connection. Said data must be encrypted.

9 C. COUNTY-Owned Computer Equipment

10 CONTRACTOR or anyone having an employment relationship with the
11 COUNTY, may not use COUNTY computers or computer peripherals on non-COUNTY premises
12 without prior authorization from the COUNTY's Chief Information Officer, and/or designee(s).

13 D. CONTRACTOR may not store COUNTY's private, confidential or sensitive
14 data on any hard-disk drive, portable storage device, or remote storage installation unless encrypted.

15 E. CONTRACTOR shall be responsible to employ strict controls to ensure the
16 integrity and security of COUNTY's confidential information and to prevent unauthorized access,
17 viewing, use or disclosure of data maintained in computer files, program documentation, data
18 processing systems, data files and data processing equipment which stores or processes COUNTY
19 data internally and externally.

20 F. Confidential client information transmitted to one party by the other by means of
21 electronic transmissions must be encrypted according to Advanced Encryption Standards (AES) of
22 128 BIT or higher. Additionally, a password or pass phrase must be utilized.

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

27 H. COUNTY shall provide oversight to CONTRACTOR's response to all incidents
28 arising from a possible breach of security related to COUNTY's confidential client information

provided to CONTRACTOR. CONTRACTOR will be responsible to issue any notification to affected individuals as required by law or as deemed necessary by COUNTY in its sole discretion. CONTRACTOR will be responsible for all costs incurred as a result of providing the required notification.

13. NON-DISCRIMINATION

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

14. LICENSES/CERTIFICATION

CONTRACTOR shall throughout the term of this Agreement maintain all necessary licenses, permits, approvals, certificates, waivers and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States of America, State of California, Fresno County and any other applicable government agencies. CONTRACTOR shall notify COUNTY immediately in writing of its inability to obtain or maintain such licenses, permits, approvals, certificates, waivers and exemptions, irrespective of the pendency of any appeal related thereto. In addition, CONTRACTOR shall comply with all other applicable laws, rules, or regulations, as any may now exist or be hereafter changed.

15. COMPLIANCE WITH STATE REQUIREMENTS

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

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1 **16. PROPERTY OF COUNTY**

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

10 **17. RECORDS**

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

17 **18. REPORTS**

18 CONTRACTOR shall submit to COUNTY within ten (10) calendar days all program
19 reports for the preceding month. CONTRACTOR shall also furnish to COUNTY such statements,
20 records, reports, data, and other information as COUNTY may request pertaining to matters covered
21 by this Agreement. In the event that CONTRACTOR fails to provide such reports or other information
22 required hereunder, it shall be deemed sufficient cause for COUNTY to withhold monthly payments
23 until there is compliance. In addition, CONTRACTOR shall provide written notification and
24 explanation to the COUNTY within five (5) days of any fund received from another source to conduct
25 the same services covered by this Agreement.

26 **19. PROHIBITION OF PUBLICITY**

27 None of the funds, materials, property or services provided directly or indirectly under
28 this Agreement shall be used for CONTRACTOR's advertising, fundraising or publicity (e.g.,

1 purchasing of tickets/tables, silent auction donations, media promotions) for the purpose of self-
2 promotion. Notwithstanding the above, publicity of the services described in Section One (1) of this
3 Agreement shall be allowed as necessary to raise public awareness about the availability of such
4 specific services when approved in advance in writing by COUNTY's NEOP Project Coordinator and
5 the California Department of Public Health. Such items include but are not limited to written/printed
6 materials, materials posted on the Internet, or the use of media (e.g., radio, television, billboards,
7 newspapers), and any related expense. Documents prepared by CONTRACTOR using funding under
8 this Agreement for external release shall undergo appropriate review and approval prior to release.
9 Review may take up to thirty (30) business days. Materials, whether newly developed or reprinted,
10 shall include an appropriate acknowledgement/funding statement.

11 **20. DISCLOSURE OF SELF-DEALING TRANSACTIONS**

12 This provision is only applicable if the CONTRACTOR is operating as a corporation (a
13 for-profit or non-profit corporation) or if during the term of this Agreement, the CONTRACTOR
14 changes its status to operate as a corporation.

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

23 **15. AUDITS AND INSPECTIONS**

24 CONTRACTOR shall at any time during business hours, and as often as the COUNTY
25 may deem necessary, make available to the COUNTY for examination all of its records and data with
26 respect to the matters covered by this Agreement. CONTRACTOR shall, upon request by the
27 COUNTY, permit the COUNTY to audit and inspect all such records and data necessary to ensure
28 CONTRACTOR's compliance with the terms of this Agreement.

1 If this Agreement exceeds Ten Thousand and No/100 Dollars (\$10,000.00),
2 CONTRACTOR shall be subject to the examination and audit of the State Auditor for a period of
3 three (3) years after final payment under contract (Government Code Section 8546.7).

4 **16. NOTICES**

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

7 COUNTY

8 Director, County of Fresno
9 Department of Public Health
10 P.O. Box 11867
Fresno, CA 93775

CONTRACTOR

Executive Director
Sarah Samuels Center
1221 Preservation Park Way
Oakland, CA 94612

11 Any and all notices between the COUNTY and the CONTRACTOR provided for or
12 permitted under this Agreement or by law shall be in writing and shall be deemed duly served when
13 personally delivered to one of the parties, or in lieu of such personal service, when deposited in the
14 United States Mail, postage prepaid, addressed to such party.

15 **17. GOVERNING LAW**

16 The parties agree, that for the purposes of venue, performance under this Agreement is
17 to be in Fresno County, California.

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

20 **18. SEVERABILITY**

21 The provisions of this Agreement are severable. The invalidity or unenforceability of
22 any one provision in the Agreement shall not affect the other provisions.

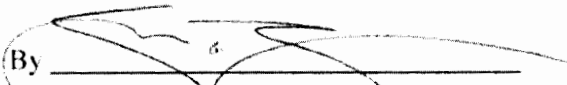
23 **19. ENTIRE AGREEMENT**

24 This Agreement, including all Exhibits, constitutes the entire agreement between the
25 CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous
26 Agreement negotiations, proposals, commitments, writings, advertisements, publications, and
27 understanding of any nature whatsoever unless expressly included in this Agreement.

28 ///

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

3
4 **CONTRACTOR:**
5 **SARAH SAMUELS CENTER FOR PUBLIC**
6 **HEALTH RESEARCH AND EVALUATION**

7
8 By 
9 Print Name: SALLIE YOSHIDA

10 Title: EXECUTIVE DIRECTOR
11 Chairman of the Board, or
12 President, or any Vice President

13 Date: 2/9/17

14 By _____

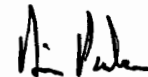
15 Print Name: _____

16 Title: _____
17 Secretary (of Corporation), or
18 any Assistant Secretary, or
19 Chief Financial Officer, or
20 any Assistant Treasurer

21 Date: _____

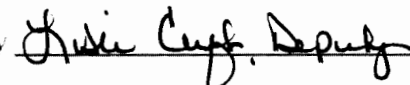
22
23
24
25 Mailing Address:
26 1222 Preservation Park Way
27 Oakland, CA 94612
28 Phone #: (510) 271-6799
Contact: Sallie Yoshida, Executive Director
E-mail: sallie@samuelscenter.com

COUNTY OF FRESNO:

By 
Chairman, Board of Supervisors

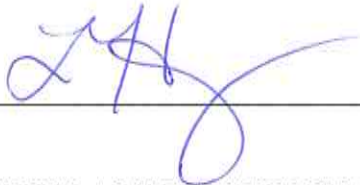
Date: February 28, 2017

BERNICE E. SEIDEL, Clerk
Board of Supervisors

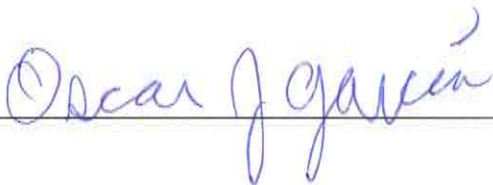
By 
Date: February 28, 2017

**PLEASE SEE ADDITIONAL
SIGNATURE PAGE ATTACHED**

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

3
4 By  _____

5
6 APPROVED AS TO ACCOUNTING FORM:
7 OSCAR J. GARCIA, C.P.A., AUDITOR-CONTROLLER/
8 TREASURER-TAX COLLECTOR

9
10 By  _____

11 REVIEWED AND RECOMMENDED FOR APPROVAL:

12
13
14 By  _____
15 David Pomaville
16 Director
17 Department of Public Health

18
19
20 Fund/Subclass: 0001/10000
21 Organization: 56201662
22 Account #: 7295

23
24
25 /ET
26
27
28

Activity No.	Evaluation Activity Description	Formative	Process	Outcome or Impact	Time Frame**	Tool/Documentation																								
E.1.1	On an on-going basis, record SNAP-Ed activities, sites, participants reached, and other required elements for USDA’s SNAP-Ed Education and Administration Reporting System.		X		Year 1 <table><tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr><tr><td></td><td></td><td>x</td><td>x</td></tr></table> Year 2 <table><tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr><tr><td>x</td><td>x</td><td>x</td><td>x</td></tr></table> Year 3 <table><tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr><tr><td>x</td><td>x</td><td>x</td><td>x</td></tr></table>	Q1	Q2	Q3	Q4			x	x	Q1	Q2	Q3	Q4	x	x	x	x	Q1	Q2	Q3	Q4	x	x	x	x	X EARS/ATF PSE RE-AIM Report UC CalFresh Workbook Food Behavior Checklist UC Intent to Change List other:
Q1	Q2	Q3	Q4																											
		x	x																											
Q1	Q2	Q3	Q4																											
x	x	x	x																											
Q1	Q2	Q3	Q4																											
x	x	x	x																											
E.1.2	Continue to develop & implement Champion Engagement System for SNAP-Ed agencies to track community and agency champions who are leading and assisting with Champions for Change work in their communities and the work that they do. Department will be the hub agency for the system.		X		Year 1 <table><tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr><tr><td></td><td></td><td>x</td><td>x</td></tr></table> Year 2 <table><tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr><tr><td>x</td><td>x</td><td>x</td><td>x</td></tr></table> Year 3 <table><tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr><tr><td></td><td></td><td></td><td></td></tr></table>	Q1	Q2	Q3	Q4			x	x	Q1	Q2	Q3	Q4	x	x	x	x	Q1	Q2	Q3	Q4					EARS/ATF PSE RE-AIM Report UC CalFresh Workbook Food Behavior Checklist UC Intent to Change List other: Champion Engagement System
Q1	Q2	Q3	Q4																											
		x	x																											
Q1	Q2	Q3	Q4																											
x	x	x	x																											
Q1	Q2	Q3	Q4																											
E.1.3	Monitor reach, effectiveness, adoption, implementation, and maintenance of champion-led and community-driven PSE changes through policy review, surveys, key informant interviews, and/or observational assessments.		X	X	Year 1 <table><tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr><tr><td></td><td></td><td>x</td><td>x</td></tr></table> Year 2 <table><tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr><tr><td>x</td><td>x</td><td>x</td><td>x</td></tr></table> Year 3 <table><tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr><tr><td>x</td><td>x</td><td>x</td><td>x</td></tr></table>	Q1	Q2	Q3	Q4			x	x	Q1	Q2	Q3	Q4	x	x	x	x	Q1	Q2	Q3	Q4	x	x	x	x	EARS/ATF X PSE RE-AIM Report UC CalFresh Workbook Food Behavior Checklist UC Intent to Change List other: Champion Engagement System, evaluation tools, exposure surveys and related reports, evaluation summaries/ reports
Q1	Q2	Q3	Q4																											
		x	x																											
Q1	Q2	Q3	Q4																											
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Q1	Q2	Q3	Q4																											
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E.1.4	Monitor reach, effectiveness, adoption, implementation, and maintenance of champion-led organizational changes at faith-based organizations through activity and communications tracking (Champion Engagement System), policy review, surveys, key informant interviews, and/or observational assessments.		X	X	Year 1 <table><tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr><tr><td></td><td></td><td>x</td><td>x</td></tr></table> Year 2 <table><tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr><tr><td>x</td><td>x</td><td>x</td><td>x</td></tr></table> Year 3 <table><tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr><tr><td>x</td><td>x</td><td>x</td><td>x</td></tr></table>	Q1	Q2	Q3	Q4			x	x	Q1	Q2	Q3	Q4	x	x	x	x	Q1	Q2	Q3	Q4	x	x	x	x	EARS/ATF x PSE RE-AIM Report UC CalFresh Workbook Food Behavior Checklist UC Intent to Change List other: Champion Engagement System, evaluation tools, evaluation summaries/reports
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Q1	Q2	Q3	Q4																											
x	x	x	x																											
E.1.5	Monitor reach, effectiveness, adoption, implementation, and maintenance of champion-led PSE changes at schools through activity and		X	X	Year 1 <table><tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr><tr><td></td><td></td><td>x</td><td>x</td></tr></table>	Q1	Q2	Q3	Q4			x	x	EARS/ATF PSE RE-AIM Report UC CalFresh Workbook																
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	communications tracking (Champion Engagement System), policy review, surveys, key informant interviews, and/or observational assessments.				<table><tr><th colspan="4">Year 2</th></tr><tr><th>Q1</th><th>Q2</th><th>Q3</th><th>Q4</th></tr><tr><td>x</td><td>x</td><td>x</td><td>x</td></tr></table> <table><tr><th colspan="4">Year 3</th></tr><tr><th>Q1</th><th>Q2</th><th>Q3</th><th>Q4</th></tr><tr><td>x</td><td>x</td><td>x</td><td>x</td></tr></table>	Year 2				Q1	Q2	Q3	Q4	x	x	x	x	Year 3				Q1	Q2	Q3	Q4	x	x	x	x	<table><tr><td></td><td>Food Behavior Checklist</td></tr><tr><td></td><td>UC Intent to Change</td></tr></table> List other: Champion Engagement System, evaluation tools, evaluation summaries/reports		Food Behavior Checklist		UC Intent to Change																		
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E.1.6	Monitor reach, effectiveness, adoption, implementation, and maintenance of champion-led built environment (land use and planning) PSE changes through activity and communications tracking (Champion Engagement System), policy review, surveys, key informant interviews, and/or observational assessments.		X	X	<table><tr><th colspan="4">Year 1</th></tr><tr><th>Q1</th><th>Q2</th><th>Q3</th><th>Q4</th></tr><tr><td></td><td></td><td>x</td><td>x</td></tr></table> <table><tr><th colspan="4">Year 2</th></tr><tr><th>Q1</th><th>Q2</th><th>Q3</th><th>Q4</th></tr><tr><td>x</td><td>x</td><td>x</td><td>x</td></tr></table> <table><tr><th colspan="4">Year 3</th></tr><tr><th>Q1</th><th>Q2</th><th>Q3</th><th>Q4</th></tr><tr><td>x</td><td>x</td><td>x</td><td>x</td></tr></table>	Year 1				Q1	Q2	Q3	Q4			x	x	Year 2				Q1	Q2	Q3	Q4	x	x	x	x	Year 3				Q1	Q2	Q3	Q4	x	x	x	x	<table><tr><td></td><td>EARS/ATF</td></tr><tr><td></td><td>PSE RE-AIM Report</td></tr><tr><td></td><td>UC CalFresh Workbook</td></tr><tr><td></td><td>Food Behavior Checklist</td></tr><tr><td></td><td>UC Intent to Change</td></tr></table> List other: Champion Engagement System, evaluation tools, evaluation summaries/reports		EARS/ATF		PSE RE-AIM Report		UC CalFresh Workbook		Food Behavior Checklist		UC Intent to Change
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E.1.7	Monitor and evaluate outcomes of direct education activities with CDPH approved evaluation curriculum evaluation tools. Department and contractor will lead.		X	X	<table><tr><th colspan="4">Year 1</th></tr><tr><th>Q1</th><th>Q2</th><th>Q3</th><th>Q4</th></tr><tr><td></td><td></td><td>x</td><td>x</td></tr></table> <table><tr><th colspan="4">Year 2</th></tr><tr><th>Q1</th><th>Q2</th><th>Q3</th><th>Q4</th></tr><tr><td>x</td><td>x</td><td>x</td><td>x</td></tr></table> <table><tr><th colspan="4">Year 3</th></tr><tr><th>Q1</th><th>Q2</th><th>Q3</th><th>Q4</th></tr><tr><td>x</td><td>x</td><td>x</td><td>x</td></tr></table>	Year 1				Q1	Q2	Q3	Q4			x	x	Year 2				Q1	Q2	Q3	Q4	x	x	x	x	Year 3				Q1	Q2	Q3	Q4	x	x	x	x	<table><tr><td></td><td>EARS/ATF</td></tr><tr><td>x</td><td>PSE RE-AIM Report</td></tr><tr><td></td><td>UC CalFresh Workbook</td></tr><tr><td></td><td>Food Behavior Checklist</td></tr><tr><td></td><td>UC Intent to Change</td></tr></table> List other: Evaluation summaries/reports		EARS/ATF	x	PSE RE-AIM Report		UC CalFresh Workbook		Food Behavior Checklist		UC Intent to Change
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E.1.8	Success Stories: Give to adults who complete a class series to capture qualitative feedback.		X		<table><tr><th colspan="4">Year 1</th></tr><tr><th>Q1</th><th>Q2</th><th>Q3</th><th>Q4</th></tr><tr><td></td><td></td><td>x</td><td>x</td></tr></table> <table><tr><th colspan="4">Year 2</th></tr><tr><th>Q1</th><th>Q2</th><th>Q3</th><th>Q4</th></tr><tr><td>x</td><td>x</td><td>x</td><td>x</td></tr></table> <table><tr><th colspan="4">Year 3</th></tr><tr><th>Q1</th><th>Q2</th><th>Q3</th><th>Q4</th></tr><tr><td>x</td><td>x</td><td>x</td><td>x</td></tr></table>	Year 1				Q1	Q2	Q3	Q4			x	x	Year 2				Q1	Q2	Q3	Q4	x	x	x	x	Year 3				Q1	Q2	Q3	Q4	x	x	x	x	<table><tr><td></td><td>EARS/ATF</td></tr><tr><td></td><td>PSE RE-AIM Report</td></tr><tr><td></td><td>UC CalFresh Workbook</td></tr><tr><td></td><td>Food Behavior Checklist</td></tr><tr><td></td><td>UC Intent to Change</td></tr></table> List other: Success Story forms		EARS/ATF		PSE RE-AIM Report		UC CalFresh Workbook		Food Behavior Checklist		UC Intent to Change
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	Food Behavior Checklist																																																			
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E.1.9	Pre/Post Assessments: Adult Evaluation of knowledge gain and behavior change in adult series-based classes		X		<table><tr><th colspan="4">Year 1</th></tr><tr><th>Q1</th><th>Q2</th><th>Q3</th><th>Q4</th></tr><tr><td></td><td></td><td>x</td><td>x</td></tr></table> <table><tr><th colspan="4">Year 2</th></tr><tr><th>Q1</th><th>Q2</th><th>Q3</th><th>Q4</th></tr><tr><td>x</td><td>x</td><td>x</td><td>x</td></tr></table> <table><tr><th colspan="4">Year 3</th></tr><tr><th>Q1</th><th>Q2</th><th>Q3</th><th>Q4</th></tr><tr><td>x</td><td>x</td><td>x</td><td>x</td></tr></table>	Year 1				Q1	Q2	Q3	Q4			x	x	Year 2				Q1	Q2	Q3	Q4	x	x	x	x	Year 3				Q1	Q2	Q3	Q4	x	x	x	x	<table><tr><td></td><td>EARS/ATF</td></tr><tr><td></td><td>PSE RE-AIM Report</td></tr><tr><td></td><td>UC CalFresh Workbook</td></tr><tr><td>x</td><td>Food Behavior Checklist</td></tr><tr><td></td><td>UC Intent to Change</td></tr></table> List other: Plan, Shop, Save & Cook Evaluation		EARS/ATF		PSE RE-AIM Report		UC CalFresh Workbook	x	Food Behavior Checklist		UC Intent to Change
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	UC CalFresh Workbook																																																			
x	Food Behavior Checklist																																																			
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E.1.10	Policy System and Environment (PSE) Change – Annual reporting on measures of reach, effectiveness,	X		X	<table><tr><th colspan="4">Year 1</th></tr><tr><th>Q1</th><th>Q2</th><th>Q3</th><th>Q4</th></tr></table>	Year 1				Q1	Q2	Q3	Q4	<table><tr><td></td><td>EARS/ATF</td></tr></table>		EARS/ATF																																				
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	adoption, implementation and maintenance.				<table><tr><td></td><td></td><td>x</td><td>x</td></tr><tr><td colspan="4">Year 2</td></tr><tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr><tr><td>x</td><td>x</td><td>x</td><td>x</td></tr><tr><td colspan="4">Year 3</td></tr><tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr><tr><td>x</td><td>x</td><td>x</td><td>x</td></tr></table>			x	x	Year 2				Q1	Q2	Q3	Q4	x	x	x	x	Year 3				Q1	Q2	Q3	Q4	x	x	x	x	<table><tr><td>X</td><td>PSE RE-AIM Report</td></tr><tr><td>x</td><td>UC CalFresh Workbook</td></tr><tr><td></td><td>Food Behavior Checklist</td></tr><tr><td></td><td>UC Intent to Change</td></tr></table> List other: Smarter Lunchrooms Champion training sign-in sheets, feedback forms, MEET training sign-in sheets, feedback forms, Facebook Analytics, Constant Contact data tables	X	PSE RE-AIM Report	x	UC CalFresh Workbook		Food Behavior Checklist		UC Intent to Change										
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E.1.12	CX3 is a protocol for evaluating neighborhood environments. As such, all methods and deliverables are listed in the above table as opposed to in a separate evaluation table.				<table><tr><td colspan="4">Year 1</td></tr><tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr><tr><td></td><td></td><td>x</td><td>x</td></tr><tr><td colspan="4">Year 2</td></tr><tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td colspan="4">Year 3</td></tr><tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr><tr><td>x</td><td>x</td><td>x</td><td>x</td></tr></table>	Year 1				Q1	Q2	Q3	Q4			x	x	Year 2				Q1	Q2	Q3	Q4					Year 3				Q1	Q2	Q3	Q4	x	x	x	x	<table><tr><td></td><td>EARS/ATF</td></tr><tr><td></td><td>PSE RE-AIM Report</td></tr><tr><td></td><td>UC CalFresh Workbook</td></tr><tr><td></td><td>Food Behavior Checklist</td></tr><tr><td></td><td>UC Intent to Change</td></tr></table> List other: CX3 Tools, completed forms, maps, data base		EARS/ATF		PSE RE-AIM Report		UC CalFresh Workbook		Food Behavior Checklist		UC Intent to Change
Year 1																																																				
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E.1.13	UCCE, Department and contractor will explore, identify, and plan a joint outcome evaluation, related to nutrition education and/or school wellness efforts.		X	X	<table><tr><td colspan="4">Year 1</td></tr><tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr><tr><td></td><td></td><td>x</td><td>x</td></tr><tr><td colspan="4">Year 2</td></tr><tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td colspan="4">Year 3</td></tr><tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr><tr><td></td><td></td><td></td><td></td></tr></table>	Year 1				Q1	Q2	Q3	Q4			x	x	Year 2				Q1	Q2	Q3	Q4					Year 3				Q1	Q2	Q3	Q4					<table><tr><td></td><td>EARS/ATF</td></tr><tr><td></td><td>PSE RE-AIM Report</td></tr><tr><td></td><td>UC CalFresh Workbook</td></tr><tr><td></td><td>Food Behavior Checklist</td></tr><tr><td></td><td>UC Intent to Change</td></tr></table> List other: UCCE and Department joint evaluation plan		EARS/ATF		PSE RE-AIM Report		UC CalFresh Workbook		Food Behavior Checklist		UC Intent to Change
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E.1.14	UCCE, Department and contractor will pilot a joint outcome evaluation.		X	X	<table><tr><td colspan="4">Year 1</td></tr><tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td colspan="4">Year 2</td></tr><tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr><tr><td>x</td><td>x</td><td>x</td><td>x</td></tr><tr><td colspan="4">Year 3</td></tr><tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr><tr><td></td><td></td><td></td><td></td></tr></table>	Year 1				Q1	Q2	Q3	Q4					Year 2				Q1	Q2	Q3	Q4	x	x	x	x	Year 3				Q1	Q2	Q3	Q4					<table><tr><td></td><td>EARS/ATF</td></tr><tr><td></td><td>PSE RE-AIM Report</td></tr><tr><td></td><td>UC CalFresh Workbook</td></tr><tr><td></td><td>Food Behavior Checklist</td></tr><tr><td></td><td>UC Intent to Change</td></tr></table> List other: UCCE and Department joint evaluation tools		EARS/ATF		PSE RE-AIM Report		UC CalFresh Workbook		Food Behavior Checklist		UC Intent to Change
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	UC Intent to Change																																																			
E.1.15	UCCE, Department and contractor will implement a joint outcome evaluation.		X	X	<table><tr><td colspan="4">Year 1</td></tr><tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td colspan="4">Year 2</td></tr><tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr></table>	Year 1				Q1	Q2	Q3	Q4					Year 2				Q1	Q2	Q3	Q4	<table><tr><td></td><td>EARS/ATF</td></tr><tr><td></td><td>PSE RE-AIM Report</td></tr><tr><td></td><td>UC CalFresh Workbook</td></tr><tr><td></td><td>Food Behavior Checklist</td></tr></table>		EARS/ATF		PSE RE-AIM Report		UC CalFresh Workbook		Food Behavior Checklist																		
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E.1.16	Department and contractor will explore and identify a C4C staff training to build capacity of staff and champions to identify, lead and support community-driven PSE work.		X		<table><tr><td colspan="4">Year 1</td></tr><tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr><tr><td></td><td></td><td>x</td><td>x</td></tr><tr><td colspan="4">Year 2</td></tr><tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td colspan="4">Year 3</td></tr><tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr><tr><td></td><td></td><td></td><td></td></tr></table>	Year 1				Q1	Q2	Q3	Q4			x	x	Year 2				Q1	Q2	Q3	Q4					Year 3				Q1	Q2	Q3	Q4					<table><tr><td></td><td>EARS/ATF</td></tr><tr><td></td><td>PSE RE-AIM Report</td></tr><tr><td></td><td>UC CalFresh Workbook</td></tr><tr><td></td><td>Food Behavior Checklist</td></tr><tr><td></td><td>UC Intent to Change</td></tr><tr><td colspan="2">List other: Selected training curriculum</td></tr></table>		EARS/ATF		PSE RE-AIM Report		UC CalFresh Workbook		Food Behavior Checklist		UC Intent to Change	List other: Selected training curriculum	
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E.1.17	Department will provide staff training on selected curriculum(a) in year 1 and conduct 3 trainings with champions in year 2 and 3 trainings with champions in year 3. Contractor will take lead on evaluating trainings.		X	X	<table><tr><td colspan="4">Year 1</td></tr><tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr><tr><td></td><td></td><td></td><td></td></tr><tr><td colspan="4">Year 2</td></tr><tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr><tr><td>x</td><td>x</td><td>x</td><td>x</td></tr><tr><td colspan="4">Year 3</td></tr><tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr><tr><td>x</td><td>x</td><td>x</td><td>x</td></tr></table>	Year 1				Q1	Q2	Q3	Q4					Year 2				Q1	Q2	Q3	Q4	x	x	x	x	Year 3				Q1	Q2	Q3	Q4	x	x	x	x	<table><tr><td></td><td>EARS/ATF</td></tr><tr><td></td><td>PSE RE-AIM Report</td></tr><tr><td></td><td>UC CalFresh Workbook</td></tr><tr><td></td><td>Food Behavior Checklist</td></tr><tr><td></td><td>UC Intent to Change</td></tr><tr><td colspan="2">List other: Training evaluation tools and evaluation results</td></tr></table>		EARS/ATF		PSE RE-AIM Report		UC CalFresh Workbook		Food Behavior Checklist		UC Intent to Change	List other: Training evaluation tools and evaluation results	
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E.2.3	Develop evaluation plan and provide technical assistance for evaluation piloting and implementation of Mobile Demonstration Kitchen Sustainability Model.		X	X	<table><tr><td colspan="4">Year 1</td></tr><tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr><tr><td></td><td></td><td>x</td><td>x</td></tr><tr><td colspan="4">Year 2</td></tr></table>	Year 1				Q1	Q2	Q3	Q4			x	x	Year 2				<table><tr><td></td><td>EARS/ATF</td></tr><tr><td></td><td>PSE RE-AIM Report</td></tr><tr><td></td><td>UC CalFresh Workbook</td></tr></table>		EARS/ATF		PSE RE-AIM Report		UC CalFresh Workbook																										
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E.2.4	Use the RE-AIM evaluation framework to report on an annual basis progress for the FCHIP Farm to Table Workgroup’s local best practice to expand access to fruits and vegetables through activity and communications tracking, on-site nutrition assessments, surveys and/or key informant interviews of champions, funded staff, customers, and/or other stakeholders.		X	X	Year 1 <table><tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr><tr><td></td><td></td><td>x</td><td>x</td></tr></table> Year 2 <table><tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr><tr><td>x</td><td>x</td><td>x</td><td>x</td></tr></table> Year 3 <table><tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr><tr><td>x</td><td>x</td><td>x</td><td>x</td></tr></table>	Q1	Q2	Q3	Q4			x	x	Q1	Q2	Q3	Q4	x	x	x	x	Q1	Q2	Q3	Q4	x	x	x	x	<table><tr><td>EARS/ATF</td></tr><tr><td>x PSE RE-AIM Report</td></tr><tr><td>UC CalFresh Workbook</td></tr><tr><td>Food Behavior Checklist</td></tr><tr><td>UC Intent to Change</td></tr></table> List other: Evaluation tools, evaluation	EARS/ATF	x PSE RE-AIM Report	UC CalFresh Workbook	Food Behavior Checklist	UC Intent to Change
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E.3.2	Use the RE-AIM evaluation framework to report on an annual basis progress for Worksite Wellness Objective, for worksites and school districts, with specific indicators of reach, effectiveness, adoption, implementation and maintenance through pre- and post-assessments (Check for Health survey in the Get Fit Business Kit), activity and communications tracking, interviews with staff, worksite policy review, and environmental observations where appropriate.		X	X	Year 1 <table><tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr><tr><td></td><td></td><td>x</td><td>x</td></tr></table> Year 2 <table><tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr><tr><td>x</td><td>x</td><td>x</td><td>x</td></tr></table> Year 3 <table><tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr><tr><td>x</td><td>x</td><td>x</td><td>x</td></tr></table>	Q1	Q2	Q3	Q4			x	x	Q1	Q2	Q3	Q4	x	x	x	x	Q1	Q2	Q3	Q4	x	x	x	x	<table><tr><td>EARS/ATF</td></tr><tr><td>X PSE RE-AIM Report</td></tr><tr><td>UC CalFresh Workbook</td></tr><tr><td>Food Behavior Checklist</td></tr><tr><td>UC Intent to Change</td></tr></table> List other: Evaluation tools, evaluation summaries/reports	EARS/ATF	X PSE RE-AIM Report	UC CalFresh Workbook	Food Behavior Checklist	UC Intent to Change
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E.4.4	Teacher Observation Tool: Assess teachers perceived behavior change of students	x			<table><tr><td colspan="4">Year 1</td></tr><tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr><tr><td></td><td></td><td>x</td><td>x</td></tr><tr><td colspan="4">Year 2</td></tr><tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr><tr><td>x</td><td>x</td><td>x</td><td>x</td></tr><tr><td colspan="4">Year 3</td></tr><tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr><tr><td>x</td><td>x</td><td>x</td><td>x</td></tr></table>	Year 1				Q1	Q2	Q3	Q4			x	x	Year 2				Q1	Q2	Q3	Q4	x	x	x	x	Year 3				Q1	Q2	Q3	Q4	x	x	x	x	<table><tr><td></td><td>EARS/ATF</td></tr><tr><td></td><td>PSE RE-AIM Report</td></tr><tr><td></td><td>UC CalFresh Workbook</td></tr><tr><td></td><td>Food Behavior Checklist</td></tr><tr><td></td><td>UC Intent to Change</td></tr><tr><td colspan="2">List other: Teacher Observation Tool, Online Data Entry Portal</td></tr></table>		EARS/ATF		PSE RE-AIM Report		UC CalFresh Workbook		Food Behavior Checklist		UC Intent to Change	List other: Teacher Observation Tool, Online Data Entry Portal	
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E.4.5	Teacher Tasting Tool: assesses the teacher’s perception of student’s baseline exposure to various foods and willingness to either try again or ask for these foods in the future	x			<table><tr><td colspan="4">Year 1</td></tr><tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr><tr><td></td><td></td><td>x</td><td>x</td></tr><tr><td colspan="4">Year 2</td></tr><tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr><tr><td>x</td><td>x</td><td>x</td><td>x</td></tr><tr><td colspan="4">Year 3</td></tr><tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr><tr><td>x</td><td>x</td><td>x</td><td>x</td></tr></table>	Year 1				Q1	Q2	Q3	Q4			x	x	Year 2				Q1	Q2	Q3	Q4	x	x	x	x	Year 3				Q1	Q2	Q3	Q4	x	x	x	x	<table><tr><td></td><td>EARS/ATF</td></tr><tr><td></td><td>PSE RE-AIM Report</td></tr><tr><td></td><td>UC CalFresh Workbook</td></tr><tr><td></td><td>Food Behavior Checklist</td></tr><tr><td></td><td>UC Intent to Change</td></tr><tr><td colspan="2">List other: Teacher Tasting Tool, Online Data Entry Portal</td></tr></table>		EARS/ATF		PSE RE-AIM Report		UC CalFresh Workbook		Food Behavior Checklist		UC Intent to Change	List other: Teacher Tasting Tool, Online Data Entry Portal	
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E.4.8	Community Assessment: Smarter Lunchrooms Self-Assessment Scorecard	x			<table><tr><td colspan="4">Year 1</td></tr><tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr><tr><td></td><td></td><td>x</td><td>x</td></tr><tr><td colspan="4">Year 2</td></tr><tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr><tr><td>x</td><td>x</td><td>x</td><td>x</td></tr><tr><td colspan="4">Year 3</td></tr><tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr><tr><td>x</td><td>x</td><td>x</td><td>x</td></tr></table>	Year 1				Q1	Q2	Q3	Q4			x	x	Year 2				Q1	Q2	Q3	Q4	x	x	x	x	Year 3				Q1	Q2	Q3	Q4	x	x	x	x	<table><tr><td>x</td><td>EARS/ATF</td></tr><tr><td>x</td><td>PSE RE-AIM Report</td></tr><tr><td>X</td><td>UC CalFresh Workbook</td></tr><tr><td></td><td>Food Behavior Checklist</td></tr><tr><td></td><td>UC Intent to Change</td></tr><tr><td colspan="2">List other: Smarter Lunchrooms Scorecards, Smarter Lunchrooms Site Plans, Photos, Success Stories</td></tr></table>	x	EARS/ATF	x	PSE RE-AIM Report	X	UC CalFresh Workbook		Food Behavior Checklist		UC Intent to Change	List other: Smarter Lunchrooms Scorecards, Smarter Lunchrooms Site Plans, Photos, Success Stories	
Year 1																																																						
Q1	Q2	Q3	Q4																																																			
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List other: Smarter Lunchrooms Scorecards, Smarter Lunchrooms Site Plans, Photos, Success Stories																																																						

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

Standard Activities

Activity	Description	Timeframe	Documentation
5.1	Utilize media, social media, blogs, and agency websites to promote and cross-promote SNAP-Ed activities, success stories, events, community forums, and/or approved messaging.	Ongoing	On file: Facebook analytics, blog analytics *Contributes to all objectives as appropriate
5.2	Monthly invoices	Due 30 days after the end of each month	Monthly invoices with backup documentation including but not limited to: Checklist, Personnel Salaries and Benefits, Summary Spreadsheets, Bi-weekly Time Logs or timesheets, detail for travel, receipts, invoices, recipes
5.3	Enter program activity data entry into Activity Tracking Forum (ATF) state data base.	Due Jan. 15, Apr. 15, Jul. 15, Oct. 15. Year 1 reporting will only include April 15, Jul. 15 and Oct. 15.	Program activity, demographic and participation data entry single sessions provided into ATF.
5.3	Work with Department to complete the Semi-Annual Progress Report	Due Apr. 15 and Oct. 15	May include but is not limited to: backup documentation, pictures, evaluation reports, policies, success stories, press releases, challenges and strategies to address them, fiscal reports.
5.4	Submit Quarterly Champions for Change Narrative Reports on progress towards meeting subcontractors' respective activities.	Due Jan. 31, Apr. 30, Jul. 31, Oct. 31. Year 1 reporting will only include April 30, Jul. 31 and Oct. 31.	Back up documentation includes Champions for Change Narrative Report. Back up documentation for activity reporting <u>must be kept on file</u> by activity number and quarter and readily accessible if needed. This includes but not limited to: • Evaluation activities • Trainings/Meetings (agenda, notes) • PSE (meeting agendas, e-mails, pictures) • Success Stories • Evaluation Reports
5.5	Work with Department subcontractors to plan, monitor, analyze, report, evaluate and comply with required and PSE change evaluation activities.	Ongoing	Evaluation Reports, RE-AIM framework (PSE year-end reporting form) and Success Stories
5.6	Participate in Department and State periodic in-person trainings and webinars as appropriate.	Ongoing	ATF, Department Quarterly Champions for Change Narrative Reports
5.7	Participate in Champions for Change Program Lead meetings and All-Team meetings as appropriate.	Ongoing	Agenda, meeting notes

YEAR ONE: March 1, 2017 - Sept. 30, 2017

1. Staffing: Salary/Benefits:

Position #	Position Title	Name	FTE	SNAP-Ed Time Spent		Annual Salary	Total SNAP-Ed Salary	Benefit Rate	Total SNAP-Ed Benefits	SNAP-Ed Admin Costs	Total SNAP-Ed Funded Salary and Benefits
				% of SNAP-Ed Time spent on Mgmt/Admin Duties	% of SNAP-Ed Time spent on Direct SNAP-Ed Delivery						
1	Director of Programs	Sallie Yoshida	0.10	25.00%	75.00%	\$ 136,270.00	\$13,627.00	38.30%	\$5,219.14	\$4,711.54	\$18,846
2	Research Specialist	Heidi Skolnik	0.15		100.00%	\$ 75,000.00	\$11,250.00	38.30%	\$4,308.75	\$0.00	\$15,559
3	Research Specialist	Christine Mineart	0.20		100.00%	\$ 65,000.00	\$13,000.00	38.30%	\$4,979.00	\$0.00	\$17,979
4	Research Specialist	Bryden Johnston	0.23		100.00%	\$ 64,095.65	\$14,742.00	38.30%	\$5,646.19	\$0.00	\$20,388
5	Research Specialist	Diego Gamboa	0.15		100.00%	\$ 41,093.35	\$6,164.00	38.30%	\$2,360.81	\$0.00	\$8,525
6	Contract Manager	Yoko Shimizu	0.08	100.00%		\$ 54,150.00	\$4,332.00	38.30%	\$1,659.16	\$5,991.16	\$5,991
7	Office Manager	Keiko Kanayama	0.07	100.00%		\$ 45,051.45	\$3,153.60	38.30%	\$1,207.83	\$4,361.43	\$4,361
			0.98	Staffing: Salary/Benefits:			\$66,269		\$25,381	\$15,064	\$91,649

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

Describe what is covered in the benefit rate for your agency.

Statutory benefits include SSI, Medicar, CA UI, ETT/FUTA and Worker's Compensation. Discretionary benefits include 401k, Health Insurance, Commuter benefits, Paid time off, and all federal and state holidays.

2. Non-Capital Equipment/Supplies:

Budget Item	Description/Justification	FTE	Cost per Item	# of Items	Total
1 Postage	For completed surveys and other evaluation tools	1	\$0.50	100	\$50
2 Quicktap	Survey and evaluation software. 3 months (\$49/month).	1	\$49.00	3	\$147
3 Survey Monkey	Survey software. 2 months (\$26/month).	1	\$26.00	2	\$52
4 Transcription	12 Key informational interviews (60 minutes each; \$1.85 per minute)	1	\$1.85	720	\$1,332
Total Supplies:					\$1,581

3. Materials:

Budget Item	Description/Justification	Cost per Item	# of Items	Total
1 Printing	Training and evaluation materials	\$1	600	\$600
Total Materials:				\$600

4. Travel:

Position Title/Name	Location	Description/Justification	Trips	No. People	Days	Nights	Per Diem	Lodging	Miles @ \$54	Reg. Fee	Other	Total
In-State												
1 Research Specialist/Bryden Johnston	Oakland-Fresno. Other: rental car/parking	1 day program mtgs	2	1	2	1	\$51.00	\$111.00			\$155.00	\$736
2 Research Specialist/Bryden Johnston	Oakland-Fresno. Other: rental car/parking	Data collection	1	1	2	1	\$51.00	\$111.00			\$155.00	\$368
3 Research Specialist/Bryden Johnston	Oakland-Fresno. Other: rental car/parking	Staff trainings	2	1	2	1	\$51.00	\$111.00			\$155.00	\$736
4 Research Specialist/Christine Mineart	Oakland-Fresno. Other: rental car/parking	Data collection	1	1	2	1	\$51.00	\$111.00			\$155.00	\$368
5 Research Specialist/Christine Mineart	Oakland-Fresno. Other: rental car/parking	Staff trainings	2	1	2	1	\$51.00	\$111.00			\$155.00	\$736

Total Travel:						\$2,944	
5. Building/Space:							
	Location Name/Address	Calculation Description	Cost per month	FTE	# of Mo(s).	Total	
1						\$0	
Total Building/Space:						\$0	
6. Maintenance:							
	Location Name/Address	Calculation Description	Cost per month	FTE	# of Mo(s).	Total	
1						\$0	
Total Maintenance:						\$0	
7. Equipment and Other Capital Expenditures:							
	Budget Item	Description/Justification	# items	Cost per Item	FTE	Misc.	Total
1							\$0
							\$0
8. Indirect Costs:							
	Calculation Method			Indirect Cost Rate	Total Admin/Program Dollars		Total
1	Percent of total direct costs. Includes rent, communications, insurance, equipment, general office support, IT support, general office supplies, accountant and payroll services, business licenses, dues and subscriptions.			24.00%	\$96,774.00		\$23,226
Total Indirect Costs:							\$23,226
Total Year 1 Budget:						\$120,000	

YEAR TWO: Oct. 1, 2017 - Sept. 30, 2018

1. Staffing: Salary/Benefits:

Position #	Position Title	Name	FTE	SNAP-Ed Time Spent		Annual Salary	Total SNAP-Ed Salary	Benefit Rate	Total SNAP-Ed Benefits	SNAP-Ed Admin Costs	Total SNAP-Ed Funded Salary and Benefits
				% of SNAP-Ed Time spent on Mgmt/Admin Duties	% of SNAP-Ed Time spent on Direct SNAP-Ed Delivery						
1	Director of Programs	Sallie Yoshida	0.07	25.00%	75.00%	\$ 136,270.00	\$9,538.90	38.30%	\$3,653.40	\$3,298.07	\$13,192
2	Research Specialist	Heidi Skolnik	0.14		100.00%	\$ 75,000.00	\$10,425.00	38.30%	\$3,992.78	\$0.00	\$14,418
3	Research Specialist	Christine Mineart	0.17		100.00%	\$ 65,000.00	\$10,920.00	38.30%	\$4,182.36	\$0.00	\$15,102
4	Research Specialist	Bryden Johnston	0.18		100.00%	\$ 64,116.00	\$11,220.30	38.30%	\$4,297.37	\$0.00	\$15,518
5	Research Specialist	Diego Gamboa	0.10		100.00%	\$ 40,000.00	\$4,000.00	38.30%	\$1,532.00	\$0.00	\$5,532
6	Contract Manager	Yoko Shimizu	0.06	100.00%		\$ 54,150.00	\$3,021.00	38.30%	\$1,157.04	\$4,178.04	\$4,178
7	Office Manager	Keiko Kanayama	0.05	100.00%		\$ 45,051.45	\$2,377.37	38.30%	\$910.53	\$3,287.90	\$3,288
			0.76	Staffing: Salary/Benefits:			\$51,503		\$19,725	\$10,764	\$71,228

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

Describe what is covered in the benefit rate for your agency.

Statutory benefits include SSI, Medica, CA UI, ETT/FUTA and Worker's Compensation. Discretionary benefits include 401k, Health Insurance, Commuter benefits, Paid time off, and all federal and state holidays.

2. Non-Capital Equipment/Supplies:

Budget Item	Description/Justification	FTE	Cost per Item	# of Items	Total
1 Postage	For completed surveys and other evaluation tools	1	\$0.50	100	\$50
2 Quicktap	Survey and evaluation software. 3 months (\$49/month).	1	\$49.00	3	\$147
3 Survey Monkey	Survey software. 2 months (\$26/month).	1	\$26.00	2	\$52
4 Transcription	Key informational interviews (15 60-minute and 22 30-minute; \$1.85 per minute)	1	\$1.85	1560	\$2,886
Total Supplies:					\$3,135

3. Materials:

Budget Item	Description/Justification	Cost per Item	# of Items	Total
1 Printing	Training and evaluation materials	\$1	600	\$600
Total Materials:				\$600

4. Travel:

Position Title/Name	Location	Description/Justification	Trips	No. People	Days	Nights	Per Diem	Lodging	Miles @ \$.54	Reg. Fee	Other	Total
<i>In-State</i>												
1 Research Specialist/Bryden Johnston	Oakland-Sacramento. Other: rental car/parking	1 day conference	1	1	3	2	\$51.00	\$111.00			\$155.00	\$530
2 Research Specialist/Bryden Johnston	Oakland-Fresno. Other: rental car/parking	Data collection	4	1	2	1	\$51.00	\$111.00			\$155.00	\$1,472
3 Research Specialist/Bryden Johnston	Oakland-Fresno. Other: rental car/parking	Staff trainings	1	1	2	1	\$51.00	\$111.00			\$155.00	\$368
4 Research Specialist/Bryden Johnston	Oakland-Fresno. Other: rental car/parking	Staff trainings	4	1	2	1	\$51.00	\$111.00			\$155.00	\$1,472
5 Research Specialist/Christine Mineart	Oakland-Fresno. Other: rental car/parking	Data collection	1	1	2	1	\$51.00	\$111.00			\$155.00	\$368
6 Research Specialist/Christine Mineart	Oakland-Fresno. Other: rental car/parking	Staff trainings	4	1	2	1	\$51.00	\$111.00			\$155.00	\$1,472
Total Travel:												\$5,682

5. Building/Space:

Location Name/Address	Calculation Description	Cost per month	FTE	# of Mo(s).	Total
1					\$0
Total Building/Space:					\$0

6. Maintenance:

Location Name/Address	Calculation Description	Cost per month	FTE	# of Mo(s).	Total
1					\$0
Total Maintenance:					\$0

7. Equipment and Other Capital Expenditures:

Budget Item	Description/Justification	# items	Cost per Item	FTE	Misc.	Total
1						\$0
						\$0

8. Indirect Costs:

Calculation Method		Indirect Cost Rate	Total Admin/Program	Total
1	Percent of total direct costs. Includes rent, communications, insurance, equipment, general office support, IT support, general office supplies, accountant and payroll services, business licenses, dues and subscriptions.	24.00%	\$80,645.00	\$19,355
Total Indirect Costs:				\$19,355
Total Year 2 Budget:			\$100,000	

YEAR THREE: Oct. 1, 2018 - Sept. 30, 2019

1. Staffing: Salary/Benefits:

Position #	Position Title	Name	FTE	SNAP-Ed Time Spent		Annual Salary	Total SNAP-Ed Salary	Benefit Rate	Total SNAP-Ed Benefits	SNAP-Ed Admin Costs	Total SNAP-Ed Funded Salary and Benefits
				% of SNAP-Ed Time spent on Mgmt/Admin Duties	% of SNAP-Ed Time spent on Direct SNAP-Ed Delivery						
1	Director of Programs	Sallie Yoshida	0.09	25.00%	75.00%	\$ 136,270.00	\$12,264.30	38.30%	\$4,697.23	\$4,240.38	\$16,962
2	Research Specialist	Heidi Skolnik	0.15		100.00%	\$ 75,000.00	\$11,175.00	38.30%	\$4,280.03	\$0.00	\$15,455
3	Research Specialist	Christine Mineart	0.18		100.00%	\$ 65,000.00	\$11,635.00	38.30%	\$4,456.21	\$0.00	\$16,091
4	Research Specialist	Bryden Johnston	0.23		100.00%	\$ 62,452.17	\$14,364.00	38.30%	\$5,501.41	\$0.00	\$19,865
5	Research Specialist	Diego Gamboa	0.15		100.00%	\$ 40,277.33	\$6,041.60	38.30%	\$2,313.93	\$0.00	\$8,356
6	Contract Manager	Yoko Shimizu	0.08	100.00%		\$ 57,720.00	\$4,617.00	38.30%	\$1,768.31	\$6,385.31	\$6,385
7	Office Manager	Keiko Kanayama	0.08	100.00%		\$ 45,056.00	\$3,600.00	38.30%	\$1,378.80	\$4,978.81	\$4,979
			0.96	Staffing: Salary/Benefits:			\$63,697		\$24,396	\$15,604	\$88,093

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

Describe what is covered in the benefit rate for your agency.

Statutory benefits include SSI, Medica, CA UI, ETT/FUTA and Worker's Compensation. Discretionary benefits include 401k, Health Insurance, Commuter benefits, Paid time off, and all federal and state holidays.

2. Non-Capital Equipment/Supplies:

Budget Item	Description/Justification	FTE	Cost per Item	# of Items	Total
1 Postage	For completed surveys and other evaluation tools	1	\$0.50	100	\$50
2 Quicktap	Survey and evaluation software. 3 months (\$49/month).	1	\$49.00	3	\$147
3 Survey Monkey	Survey software. 2 months (\$26/month).	1	\$26.00	2	\$52
4 Transcription	Key informational interviews (15 60-minute and 22 30-minute; \$1.85 per minute)	1	\$1.85	1560	\$2,886
Total Supplies:					\$3,135

3. Materials:

Budget Item	Description/Justification	Cost per Item	# of Items	Total
1 Printing	Training and evaluation materials	\$1	600	\$600
Total Materials:				\$600

4. Travel:

Position Title/Name	Location	Description/Justification	Trips	No. People	Days	Nights	Per Diem	Lodging	Miles @ \$54	Reg. Fee	Other	Total
In-State												
1 Research Specialist/Bryden Johnston	Oakland-Sacramento. Other: rental car/parking	1 day conference	1	1	3	2	\$51.00	\$111.00			\$155.00	\$530
2 Research Specialist/Bryden Johnston	Oakland-Fresno. Other: rental car/parking	Data collection	4	1	2	1	\$51.00	\$111.00			\$155.00	\$1,472

3	Research Specialist/Bryden Johnston	Oakland-Fresno. Other: rental car/parking	Staff trainings	1	1	2	1	\$51.00	\$111.00			\$155.00	\$368
4	Research Specialist/Bryden Johnston	Oakland-Fresno. Other: rental car/parking	Staff trainings	3	1	2	1	\$51.00	\$111.00			\$155.00	\$1,104
5	Research Specialist/Christine Mineart	Oakland-Fresno. Other: rental car/parking	Data collection	1	1	2	1	\$51.00	\$111.00			\$155.00	\$368
6	Research Specialist/Christine Mineart	Oakland-Fresno. Other: rental car/parking	Staff trainings	3	1	2	1	\$51.00	\$111.00			\$155.00	\$1,104
Total Travel:													\$4,946

5. Building/Space:

	Location Name/Address	Calculation Description	Cost per month	FTE	# of Mo(s).	Total
1						\$0
Total Building/Space:						\$0

6. Maintenance:

	Location Name/Address	Calculation Description	Cost per month	FTE	# of Mo(s).	Total
1						\$0
Total Maintenance:						\$0

7. Equipment and Other Capital Expenditures:

	Budget Item	Description/Justification	# items	Cost per Item	FTE	Misc.	Total
1							\$0
							\$0

8. Indirect Costs:

	Calculation Method	Indirect Cost Rate	Total Admin/Program	Total
1	Percent of total direct costs. Includes rent, communications, insurance, equipment, general office support, IT support, general office supplies, accountant and	24.00%	\$96,774.00	\$23,226
Total Indirect Costs:				\$23,226

Total Year 3 Budget:	\$120,000
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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 GRANTEE: Grantee, and its agents and employees of Grantee, in the performance of the Project, shall act in an independent capacity and not as officers, employees or agents of the Department.

11. MEDIA EVENTS: Grantee shall notify the Department's Grant Manager in writing at least twenty (20) working days before any public or media event publicizing the accomplishments and/or results of the Project and provide the opportunity for attendance and participation by Department's representatives.

12. NO THIRD-PARTY RIGHTS: The Department and Grantee do not intend to create any rights or remedies for any third- party as a beneficiary of this Grant or the project.

13. NOTICE: Grantee shall promptly notify the Department's Grant Manager in writing of any events, developments or changes that could affect the completion of the project or the budget approved for this Grant.

14. PROFESSIONALS: Grantee agrees that only licensed professionals will be used to perform services under this Grant where such services are called for.

15. RECORDS: Grantee certifies that it will maintain Project accounts in accordance with generally accepted accounting principles. Grantee further certifies that it will comply with the following conditions for a grant award as set forth in the Request for Applications (Exhibit D) and the Grant Application (Exhibit A).

- Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
- Establish separate accounts which will adequately and accurately depict all amounts received and expended on this Project, including all grant funds received under this Grant;
- Establish separate accounts which will adequately depict all income received which is attributable to the Project, especially including any income attributable to grant funds disbursed under this Grant;
- Establish an accounting system which will adequately depict final total costs of the Project, including both direct and indirect costs; and,
- Establish such accounts and maintain such records as may be necessary for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations.

16. RELATED LITIGATION: Under no circumstances may Grantee use funds from any disbursement under this Grant to pay for costs associated with any litigation between the Grantee and the Department.

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

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

SELF-DEALING TRANSACTION DISCLOSURE FORM

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

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

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

INSTRUCTIONS

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

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