

AGREEMENT

THIS AGREEMENT is made and entered into this 20th day of June, 2017, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and **SIERRA HEALTH FOUNDATION: CENTER FOR HEALTH PROGRAM MANAGEMENT**, a California Nonprofit Organization, whose address is 1321 Garden Highway, Sacramento, California, 95833, hereinafter referred to as "CONTRACTOR".

WITNESSETH:

WHEREAS, COUNTY, through its Department of Public Health, is in need of a qualified agency to provide nutrition education in schools and afterschool programs; to provide a measurable impact in target communities; and to provide integrated, layered, community-driven interventions 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 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. 17-052 dated January 13, 2017, Addendum No. One (1) to RFP No. 17-052 dated February 2, 2017, Addendum No. Two (2) to RFP No. 17-052 dated February 8, 2017 (collectively referred to herein as COUNTY’s Revised RFP), and CONTRACTOR’s Response to COUNTY’s Revised RFP dated February 17, 2017, both incorporated herein by reference and made part of this Agreement. In the event of any inconsistency among the documents constituting this Agreement, the inconsistency shall be resolved by giving precedence in the following order of priority: (1) to this Agreement, including Exhibits; (2) to COUNTY’s Revised RFP; and (3) to the CONTRACTOR’s Response to RFP. A copy of COUNTY’s Revised RFP and CONTRACTOR’s Response to RFP shall be retained and made available during the term of this

1 Agreement by COUNTY's General Services Department, Purchasing Division.

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

4 **2. TERM**

5 This Agreement shall become effective upon execution and shall terminate on the 30th
6 day of September, 2019. This Agreement may be extended for two (2) additional consecutive twelve
7 (12) month periods upon the same terms and conditions herein set forth upon written approval of both
8 parties no later than thirty (30) days prior to the first day of the next twelve (12) month extension
9 period.

10 **3. TERMINATION**

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

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

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

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

1 C. Without Cause - Under circumstances other than those set forth above, this
2 Agreement may be terminated by COUNTY upon the giving of thirty (30) days advance written notice
3 of an intention to terminate to CONTRACTOR.

4 **4. COMPENSATION**

5 A. COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive
6 compensation at the rates as identified in Exhibit B, attached hereto and incorporated herein by this
7 reference. For the period of execution through and including September 30, 2017, in no event shall
8 actual services performed under this Agreement be in excess of Two Hundred Forty Thousand and
9 No/100 Dollars (\$203,866.00). For the period of October 1, 2017 through and including September 30,
10 2018 and each subsequent 12 month period thereafter, in no event shall actual services performed
11 under this Agreement be in excess of Two Hundred Sixty Thousand and No/100 Dollars
12 (\$260,000.00). It is understood that all expenses incidental to CONTRACTOR's performance of actual
13 services under this Agreement shall be borne by CONTRACTOR.

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

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

22 D. COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive
23 compensation based on actual expenditures incurred by CONTRACTOR for monthly program costs in
24 accordance with the budget identified in Exhibit B.

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

1 **5. INVOICING**

2 CONTRACTOR shall invoice COUNTY monthly, by the thirtieth (30th) day of each
3 month for the prior month's expenditures, addressed to the County of Fresno, Department of Public
4 Health, OPPC-NEOP, P.O. Box. 11867, Fresno, CA 93775, Attention: OPPC-NEOP Staff Analyst.
5 Invoices shall detail line items as specified in Exhibit B, including original budget amount(s), current
6 month's expenses, year-to-date expenses, and budget balances. In addition, invoices shall also include
7 all relevant supporting documentation including but not limited to copies of original statements,
8 program expense receipts, payroll records and mileage claims.

9 **6. INDEPENDENT CONTRACTOR**

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

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

1 **7. MODIFICATION**

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

8 **8. NON-ASSIGNMENT**

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

11 **9. HOLD-HARMLESS**

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

20 COUNTY agrees to indemnify, save, hold harmless, and at CONTRACTOR's request,
21 defend the CONTRACTOR, its officers, agents and employees from any and all costs and expenses,
22 including attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to
23 CONTRACTOR in connection with the performance, or failure to perform, by COUNTY, its officers,
24 agents or employees under this Agreement, and from any and all costs and expenses, including
25 attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to any
26 person, firm or corporation who may be injured or damaged by the performance, or failure to perform,
27 of COUNTY, its officers, agents or employees under this Agreement.

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1 **10. INSURANCE**

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

5 A. Commercial General Liability

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

13 B. Automobile Liability

14 Comprehensive Automobile Liability Insurance with limits for bodily injury of
15 not less than Two Hundred Fifty Thousand Dollars (\$250,000) per person, Five
16 Hundred Thousand Dollars (\$500,000) per accident and for property damages of
17 not less than Fifty Thousand Dollars (\$50,000), or such coverage with a
18 combined single limit of Five Hundred Thousand Dollars (\$500,000). Coverage
19 should include owned and non-owned vehicles used in connection with this
20 Agreement.

21 C. Professional Liability

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

26 D. Worker's Compensation

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

 E. Child Abuse/Molestation and Social Services Liability

 Sexual Abuse / Molestation Liability Insurance (including but not limited to
 corporal punishment liability, sexual abuse and molestation liability, and child
 abduction liability) with limits of not less than One Million Dollars
 (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) annual
 aggregate. This policy shall be issued on a per occurrence basis.

 CONTRACTOR shall obtain endorsements to the Commercial General Liability

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

8 Within thirty (30) days from the date CONTRACTOR executes this Agreement,
9 CONTRACTOR shall provide certificates of insurance and endorsements as stated above for all of the
10 foregoing policies, as required herein, to the County of Fresno, Department of Public Health, P.O. Box
11 11867, Fresno, California, 93775, Attention: Contracts Section – 6th Floor, stating that such insurance
12 coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and
13 employees will not be responsible for any premiums on the policies; that such Commercial General
14 Liability insurance names the County of Fresno, its officers, agents and employees, individually and
15 collectively, as additional insured, but only insofar as the operations under this Agreement are
16 concerned; that such coverage for additional insured shall apply as primary insurance and any other
17 insurance, or self-insurance, maintained by the COUNTY, its officers, agents and employees, shall be
18 excess only and not contributing with insurance provided under the CONTRACTOR's policies herein;
19 and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days
20 advance, written notice given to COUNTY.

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

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

27 **11. CONFIDENTIALITY**

28 All services performed by CONTRACTOR under this Agreement shall be in strict

1 conformance with all applicable Federal, State of California and/or local laws and regulations relating
2 to confidentiality.

3 **12. DATA SECURITY**

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

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

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

- 13 1) CONTRACTOR has received authorization by COUNTY for
- 14 telecommuting purposes;
- 15 2) Current virus protection software is in place;
- 16 3) Mobile device has the remote wipe feature enabled; and
- 17 4) A secure connection is used.

18 B. CONTRACTOR-Owned Computers or Computer Peripherals

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

25 C. COUNTY-Owned Computer Equipment

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

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

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

8 F. Confidential client information transmitted to one party by the other by means of
9 electronic transmissions must be encrypted according to Advanced Encryption Standards (AES) of
10 128 BIT or higher. Additionally, a password or pass phrase must be utilized.

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

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

21 **13. NON-DISCRIMINATION**

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

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1 **14. LICENSES/CERTIFICATION**

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

10 **15. COMPLIANCE WITH STATE REQUIREMENTS**

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

17 **16. PROPERTY OF COUNTY**

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

26 **17. RECORDS**

27 Financial and statistical data shall be kept and reports made as required by the
28 COUNTY's Department of Public Health Director and the State. All such records shall be available

1 for inspection by the designated Auditors of COUNTY or State at reasonable times during normal
2 business hours. All such records shall be maintained through the end of this Agreement. All records
3 shall be considered property of COUNTY and shall be retained by COUNTY at the termination or
4 expiration of this Agreement.

5 **18. REPORTS**

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

14 **19. PROHIBITION OF PUBLICITY**

15 None of the funds, materials, property or services provided directly or indirectly under
16 this Agreement shall be used for CONTRACTOR's advertising, fundraising or publicity (e.g.,
17 purchasing of tickets/tables, silent auction donations, media promotions) for the purpose of self-
18 promotion. Notwithstanding the above, publicity of the services described in Section One (1) of this
19 Agreement shall be allowed as necessary to raise public awareness about the availability of such
20 specific services when approved in advance in writing by COUNTY's NEOP Project Coordinator and
21 the California Department of Public Health. Such items include but are not limited to written/printed
22 materials, materials posted on the Internet, or the use of media (e.g., radio, television, billboards,
23 newspapers), and any related expense. Documents prepared by CONTRACTOR using funding under
24 this Agreement for external release shall undergo appropriate review and approval prior to release.
25 Review may take up to thirty (30) business days. Materials, whether newly developed or reprinted,
26 shall include an appropriate acknowledgement/funding statement.

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

28 This provision is only applicable if the CONTRACTOR is operating as a corporation (a

1 for-profit or non-profit corporation) or if during the term of this Agreement, the CONTRACTOR
2 changes its status to operate as a corporation.

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

11 **21. AUDITS AND INSPECTIONS**

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

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

20 **22. NOTICES**

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

23 <u>COUNTY</u>	23 <u>CONTRACTOR</u>
24 Director, County of Fresno	24 Chief Executive Officer
24 Department of Public Health	24 Sierra Health Foundation:
25 P.O. Box 11867	25 Center for Program Management
25 Fresno, CA 93775	25 1321 Garden Hwy.
	26 Sacramento, CA 95833

27 Any and all notices between the COUNTY and the CONTRACTOR provided for or
28

1 permitted under this Agreement or by law shall be in writing and shall be deemed duly served when
2 personally delivered to one of the parties, or in lieu of such personal service, when deposited in the
3 United States Mail, postage prepaid, addressed to such party.

4 **23. GOVERNING LAW**

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

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

9 **24. SEVERABILITY**

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

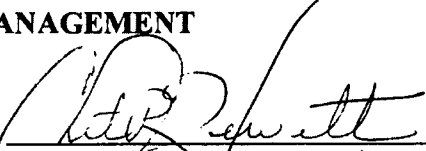
12 **25. ENTIRE AGREEMENT**

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

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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 **SIERRA HEALTH FOUNDATION:**
6 **CENTER FOR HEALTH PROGRAM**
7 **MANAGEMENT**

8 By 
9 Print Name: Chet P. Hewitt

10 Title: President/CEO
11 Chairman of the Board, or
12 President, or any Vice President

13 Date: 5/30/17

14 By 

15 Print Name: Gil Alvarado

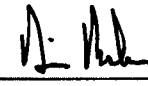
16 Title: VP of Admin/CEO
17 Secretary (of Corporation), or
18 any Assistant Secretary, or
19 Chief Financial Officer, or
20 any Assistant Treasurer

21 Date: 5/30/17

22
23
24 Mailing Address:
25 1321 Garden Hwy.
26 Sacramento, CA 95833

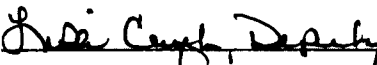
27 Phone #: (916) 922-4755
28 Contact: Chet Hewitt, President and CEO
E-mail: cphewitt@sierrahealth.org

COUNTY OF FRESNO:

By 
Chairman, Board of Supervisors

Date: 6/20/2017

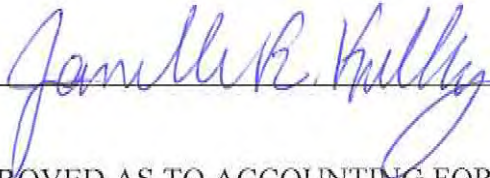
BERNICE E. SEIDEL, Clerk
Board of Supervisors

By 

Date: 6/20/2017

**PLEASE SEE ADDITIONAL
SIGNATURE PAGE ATTACHED**


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

3
4 By 

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

8
9 By 

10
11 REVIEWED AND RECOMMENDED FOR APPROVAL:

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

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

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26 /ET
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Activity Number	Annual Activity Description	Time Frame: Year & Quarter**	Documentation																								
1.1	In collaboration with LHD, support and assist Champions with at least two PSE related events annually to create awareness and support for identified PSE reaching 225 community residents through facility logistics and approved media promotion.	<p>Year 1</p> <table border="1" data-bbox="1039 203 1255 256"> <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> <p>Year 2</p> <table border="1" data-bbox="1039 316 1255 370"> <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> <p>Year 3</p> <table border="1" data-bbox="1039 430 1255 483"> <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	<p>Activity Tacking Form database (ATF), facility costs documentation, approved media promotion</p> <p>On file (LHD): Agenda, sign-in sheet, flyers, media articles, pictures, Summary reports</p> <p>*Contributes to objective 1.b, 2.b, 3.b</p>
Q1	Q2	Q3	Q4																								
		x	x																								
Q1	Q2	Q3	Q4																								
x	x	x	x																								
Q1	Q2	Q3	Q4																								
x	x	x	x																								
1.2	In collaboration with LHD, support 2 community forums to reassess community priorities targeted communities through facility logistics and approved media promotion, including the costs associated with logistics and promotion.	<p>Year 1</p> <table border="1" data-bbox="1039 516 1255 570"> <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> <p>Year 2</p> <table border="1" data-bbox="1039 630 1255 683"> <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> <p>Year 3</p> <table border="1" data-bbox="1039 743 1255 797"> <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	<p>ATF</p> <p>On file: facility costs documentation, approved media promotion, agenda, sign-in sheet, flyers, media articles, pictures, Summary reports</p> <p>*Contributes to objective 1.c, 2.c, 3.c</p>
Q1	Q2	Q3	Q4																								
		X	X																								
Q1	Q2	Q3	Q4																								
x	x	x	x																								
Q1	Q2	Q3	Q4																								
x	x	x	x																								
1.8	In collaboration with LHD, support at least 2 Youth-led events that are promoting PSE work identified by youth leaders, in partnership with adult ally, within the respective 6 targeted communities through facility logistics and approved media promotion. Reaching at least 70 SNAP-Ed eligible population (40 youth leaders, 30 adult participants).	<p>Year 1</p> <table border="1" data-bbox="1039 841 1255 894"> <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> <p>Year 2</p> <table border="1" data-bbox="1039 954 1255 1008"> <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> <p>Year 3</p> <table border="1" data-bbox="1039 1068 1255 1122"> <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	<p>ATF</p> <p>On file: facility costs documentation, approved media promotion, agenda, sign-in sheet, flyers, posters, pictures, PowerPoint, media stories</p> <p>*Contributes to objective 1.b, 2.b, 3.b</p>
Q1	Q2	Q3	Q4																								
		x	x																								
Q1	Q2	Q3	Q4																								
x	x	x	x																								
Q1	Q2	Q3	Q4																								
x	x	x	x																								
1.9	Provide 102 single session nutrition and physical activity education (15 minutes or longer in duration) in year 1 (179 each in years 2 and 3) to at least 2,171 unduplicated eligible individuals in year 1 (2,990 each in years 2 and 3) at qualifying community centers, schools, afterschool's, churches, worksites, public housing locations, retail locations, and food distributions. Taste-testing will be included. LHD will conduct education activities in LHD six targeted communities only. UCCE will conduct education activities in other communities throughout Fresno County.	<p>Year 1</p> <table border="1" data-bbox="1039 1154 1255 1208"> <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> <p>Year 2</p> <table border="1" data-bbox="1039 1268 1255 1321"> <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> <p>Year 3</p> <table border="1" data-bbox="1039 1382 1255 1435"> <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	<p>ATF, RTW, Sign-in sheets, evaluation tools</p> <p>*Contributes to annual objective 1.e,2.d,3.e</p>
Q1	Q2	Q3	Q4																								
		x	x																								
Q1	Q2	Q3	Q4																								
x	x	x	x																								
Q1	Q2	Q3	Q4																								
x	x	x	x																								

<p>1.10</p>	<p>Work with previously trained 30 SNAP-Ed eligible adults (Champions) to provide 70 in year 1 (90 each in years 2 and 3) peer to peer single session nutrition and physical activity education (15 minutes or longer in duration) to at least 180 in year 1 (270 each in years 2 and 3) unduplicated eligible adults at qualifying community centers, schools, churches, worksites, public housing locations, retail locations. Support includes up to \$75 per champion covering time and offset travel expenses or nutrition education expenses. Taste-testing will be included. On-going support will be provided to Champions by LHD and Nutrition Education Subcontractor, as needed.</p>	<p>Year 1</p> <table border="1"> <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> <p>Year 2</p> <table border="1"> <tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr> <tr><td>x</td><td>x</td><td>x</td><td>x</td></tr> </table> <p>Year 3</p> <table border="1"> <tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr> <tr><td>x</td><td>x</td><td>x</td><td>x</td></tr> </table>	Q1	Q2	Q3	Q4			x	x	Q1	Q2	Q3	Q4	x	x	x	x	Q1	Q2	Q3	Q4	x	x	x	x	<p>ATF, Sign-in Sheets, data cards, pictures, Champion Engagement System tracking log, documentation to support champions nutrition education efforts</p> <p>*Contributes to annual objective 1.e,2.d,3.e</p>
Q1	Q2	Q3	Q4																								
		x	x																								
Q1	Q2	Q3	Q4																								
x	x	x	x																								
Q1	Q2	Q3	Q4																								
x	x	x	x																								
<p>1.11</p>	<p>Recruit and engage at least 1 qualifying church annually in predominately African-American and/or Latino communities to provide culturally relevant nutrition education and physical activity promotion to annually reach 60 unduplicated SNAP-Ed eligible individuals and to influence organizational and systems changes in the church community.</p>	<p>Year 1</p> <table border="1"> <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> <p>Year 2</p> <table border="1"> <tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr> <tr><td>x</td><td>x</td><td>x</td><td>x</td></tr> </table> <p>Year 3</p> <table border="1"> <tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr> <tr><td>x</td><td>x</td><td>x</td><td>x</td></tr> </table>	Q1	Q2	Q3	Q4			x	x	Q1	Q2	Q3	Q4	x	x	x	x	Q1	Q2	Q3	Q4	x	x	x	x	<p>ATF, sign-in sheets, pictures, evaluation tools</p> <p>*Contributes to annual objective 1.e,2.d,3.e</p>
Q1	Q2	Q3	Q4																								
		x	x																								
Q1	Q2	Q3	Q4																								
x	x	x	x																								
Q1	Q2	Q3	Q4																								
x	x	x	x																								
<p>1.12</p>	<p>Provide indirect (i.e., less than 15 minutes in duration) nutrition education and food tastings at qualifying church events reaching a minimum of 50 annually SNAP-Ed eligible individuals annually at least 2 church sites.</p>	<p>Year 1</p> <table border="1"> <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> <p>Year 2</p> <table border="1"> <tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr> <tr><td>x</td><td>x</td><td>x</td><td>x</td></tr> </table> <p>Year 3</p> <table border="1"> <tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr> <tr><td>x</td><td>x</td><td>x</td><td>x</td></tr> </table>	Q1	Q2	Q3	Q4			x	x	Q1	Q2	Q3	Q4	x	x	x	x	Q1	Q2	Q3	Q4	x	x	x	x	<p>ATF, pictures, event flyers</p> <p>*Contributes to annual objective 1.e,2.d,3.e</p>
Q1	Q2	Q3	Q4																								
		x	x																								
Q1	Q2	Q3	Q4																								
x	x	x	x																								
Q1	Q2	Q3	Q4																								
x	x	x	x																								
<p>1.14</p>	<p>Utilize media, social media, blogs, and agency websites each year to promote and cross-promote at least 20 in year 1 (30 each in years 2 and 3) SNAP-Ed activities, success stories, events, community forums, and/or approved messaging.</p>	<p>Year 1</p> <table border="1"> <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> <p>Year 2</p> <table border="1"> <tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr> <tr><td>x</td><td>x</td><td>x</td><td>x</td></tr> </table> <p>Year 3</p> <table border="1"> <tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr> <tr><td>x</td><td>x</td><td>x</td><td>x</td></tr> </table>	Q1	Q2	Q3	Q4			x	x	Q1	Q2	Q3	Q4	x	x	x	x	Q1	Q2	Q3	Q4	x	x	x	x	<p>On file: Facebook analytics, blog analytics, copy of approved paid media ads to promote town halls, and other C4C community events.</p> <p>*Contributes to all annual objectives as appropriate</p>
Q1	Q2	Q3	Q4																								
		x	x																								
Q1	Q2	Q3	Q4																								
x	x	x	x																								
Q1	Q2	Q3	Q4																								
x	x	x	x																								

1.15	Participate in at least 1 Fresno CHIP Quarterly meeting in year 1 (4 meetings in years 2 and 3) to align and leverage resources, provide consistent messaging, and enhance impact of funded activities, as appropriate.	<p style="text-align: center;">Year 1</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <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> <p style="text-align: center;">Year 2</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <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> <p style="text-align: center;">Year 3</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <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	<p>ATF</p> <p>On file: Agenda, Notes</p> <p>*Contributes to CNAP requirement</p>
Q1	Q2	Q3	Q4																								
		x	x																								
Q1	Q2	Q3	Q4																								
x	x	x	x																								
Q1	Q2	Q3	Q4																								
x	x	x	x																								
1.17	Provide referrals to partner agencies both SNAP-Ed and non-SNAP-Ed to provide strategic coordinated nutrition and physical activity education to eligible SNAP-Ed population.	<p style="text-align: center;">Year 1</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <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> <p style="text-align: center;">Year 2</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <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> <p style="text-align: center;">Year 3</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <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	<p>Referral Log, e-mails</p> <p>*Contributes to annual objective 1.e,2.d,3.e</p>
Q1	Q2	Q3	Q4																								
		x	x																								
Q1	Q2	Q3	Q4																								
x	x	x	x																								
Q1	Q2	Q3	Q4																								
x	x	x	x																								
1.18	In collaboration with LHD, support trainings provided to at least 50 adult and 15 youth champions to complete nutrition and physical activity PSE projects through facility logistics and approved media promotion, including the costs associated with logistics and promotion.	<p style="text-align: center;">Year 1</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <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> <p style="text-align: center;">Year 2</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <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> <p style="text-align: center;">Year 3</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <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	<p>ATF</p> <p>On file: facility cost documentation, sign-in sheets, agendas, evaluations, pictures, Champion Engagement System (tracking), identified project documentation</p> <p>*Contributes to objective 1.e,2.d,3.e</p>
Q1	Q2	Q3	Q4																								
		x	x																								
Q1	Q2	Q3	Q4																								
x	x	x	x																								
Q1	Q2	Q3	Q4																								
x	x	x	x																								
1.21	Participate and provide indirect (i.e., less than 15 minutes in duration) education in at least 3 community events in year 1 (12 each in years 2 and 3) reaching at least 225 in year 1 (900 each in years 2 and 3) SNAP-Ed eligible population.	<p style="text-align: center;">Year 1</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <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> <p style="text-align: center;">Year 2</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <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> <p style="text-align: center;">Year 3</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <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	<p>ATF, event flyer, event registration</p> <p>*Contributes to annual objective 1.e,2.d,3.e</p>
Q1	Q2	Q3	Q4																								
		x	x																								
Q1	Q2	Q3	Q4																								
x	x	x	x																								
Q1	Q2	Q3	Q4																								
x	x	x	x																								

1.22	Provide indirect (i.e., less than 15 minutes in duration) nutrition education that includes food tastings to a minimum of 2,000 in year 1 (6,000 each in years 2 and 3) SNAP-Ed eligible individuals annually at food distributions.	<p style="text-align: center;">Year 1</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <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> <p style="text-align: center;">Year 2</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <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> <p style="text-align: center;">Year 3</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <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	ATF, food distribution flyers, pictures *Contributes to annual objective 1.e,2.d,3.e
Q1	Q2	Q3	Q4																								
		x	x																								
Q1	Q2	Q3	Q4																								
x	x	x	x																								
Q1	Q2	Q3	Q4																								
x	x	x	x																								
1.24	Participate in meetings convened by LHD Community Coordinator in each target community to strategically coordinate SNAP-Ed and non-SNAP-Ed activities, align and leverage resources, provide consistent messaging, and enhance impact of funded activities.	<p style="text-align: center;">Year 1</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <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> <p style="text-align: center;">Year 2</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <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> <p style="text-align: center;">Year 3</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <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	ATF, Agendas, meeting notes, sign in sheets *Contributes to all annual objectives
Q1	Q2	Q3	Q4																								
		x	x																								
Q1	Q2	Q3	Q4																								
x	x	x	x																								
Q1	Q2	Q3	Q4																								
x	x	x	x																								
1.25	<p>Attend at least one (1) CDPH-sponsored CX³ trainings and meetings:</p> <ul style="list-style-type: none"> • CX3 orientation webinar • Empowering & Facilitating Community Voices • Geographic Information System (GIS) mapping • Survey/Field Work • Quarterly calls with CDPH • Others as needed <p>The training shall prepare for the neighborhood assessment of the nutrition and physical activity environment including:</p> <ul style="list-style-type: none"> • Walkability assessment around healthy food retail • Access to healthy foods in retail and alternative food sources (such as community gardens or farmers markets) • Marketing of and availability of healthy and unhealthy foods in retail and fast food outlets • Opportunities for PA • Identify food deserts in eligible communities <p>Assessment of food banks and emergency food outlets' presence, policies, and food offerings</p>	<p style="text-align: center;">Year 1</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <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> <p style="text-align: center;">Year 2</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <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> <p style="text-align: center;">Year 3</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <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					Q1	Q2	Q3	Q4	x	x	x	x	ATF, training materials, agenda, Webinar registration/agendas/recordings as available *Contributes to objectives 1.d, 3.d
Q1	Q2	Q3	Q4																								
		x	x																								
Q1	Q2	Q3	Q4																								
Q1	Q2	Q3	Q4																								
x	x	x	x																								

<p>1.27</p>	<p>Field work/surveying</p> <ul style="list-style-type: none"> Assist LHD staff and Evaluator subcontractor in conducting the CX3 neighborhood data collection using CX3 tools and methods; Support training for local Champions who might participate in data collection <p>CX3 assessments in Fresno County neighborhoods are being reassessed in Year 1 and Year 3.</p>	<table border="1"> <tr><th colspan="4">Year 1</th></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> </table> <table border="1"> <tr><th colspan="4">Year 2</th></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> <table border="1"> <tr><th colspan="4">Year 3</th></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> </table>	Year 1				Q1	Q2	Q3	Q4			x	x	Year 2				Q1	Q2	Q3	Q4					Year 3				Q1	Q2	Q3	Q4			x	x	<p>ATF, maps with data collector assignments, facility costs documentation</p> <p>*Contributes to objectives 1.d, 3.d</p>
Year 1																																							
Q1	Q2	Q3	Q4																																				
		x	x																																				
Year 2																																							
Q1	Q2	Q3	Q4																																				
Year 3																																							
Q1	Q2	Q3	Q4																																				
		x	x																																				
<p>1.32</p>	<p>Participate in training provided by LHD to learn how to build Champion capacity and support community-driven PSE. Throughout the training, staff will learn how to apply community-driven PSE strategies and techniques and how to deliver the training to Champions.</p>	<table border="1"> <tr><th colspan="4">Year 1</th></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> </table> <table border="1"> <tr><th colspan="4">Year 2</th></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> <table border="1"> <tr><th colspan="4">Year 3</th></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					<p>ATF, Agenda, meeting notes</p> <p>On file (LHD): curricula, training agenda and materials, sign in sheet, pictures, evaluations</p> <p>*Contributes to annual objectives 1.b,2.a, 2.b,3.a, 3.b</p>
Year 1																																							
Q1	Q2	Q3	Q4																																				
		x	x																																				
Year 2																																							
Q1	Q2	Q3	Q4																																				
Year 3																																							
Q1	Q2	Q3	Q4																																				
<p>1.35</p>	<p>Promote the Champion Engagement opportunity (includes promoting program messages, teaching nutrition education, participating in events, working on PSE activities) to program participants. Identify and refer at least 150 in year 1 (300 in each years 2 and 3) nutrition education participants from the targeted communities that express interest in becoming champions for the Champions for Change Program to LHD Community Coordinators annually. Referral will be completed using a Champion Interest Form completed by the program participant.</p>	<table border="1"> <tr><th colspan="4">Year 1</th></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> </table> <table border="1"> <tr><th colspan="4">Year 2</th></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> <table border="1"> <tr><th colspan="4">Year 3</th></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	<p>Champion Interest Forms, e-mails</p> <p>*Contributes to annual objective 1.b, 2.b, 3.b</p>
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																																				
<p>2.7</p>	<p>Assist healthy retail subcontractor and provide indirect (i.e., less than 15 minutes in duration) nutrition education at least 2 Fruit and Veggie Fest retail events reaching 100 eligible individuals annually.</p>	<table border="1"> <tr><th colspan="4">Year 1</th></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> </table> <table border="1"> <tr><th colspan="4">Year 2</th></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> <table border="1"> <tr><th colspan="4">Year 3</th></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	<p>ATF</p> <p>On file: flyers, agendas, media articles, pictures</p> <p>*Contributes to objective 1.c, 2.c, 3.c</p>
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																																				

Admin 1	Submit Monthly Invoices to LHD.	Due 30 days after the end of each month in Year 1, 2, & 3	Monthly invoices completed and submitted to LHD. Backup documentation includes but not limited to, LHD Checklist, Personnel Salaries and Benefits Costs Sheet, Summary Spreadsheets, Bi-weekly Time Logs or timesheets as appropriate, expenditure detail for travel, purchases and copies of respective receipts, recipes
Admin 2	Enter program activity data entry into Activity Tracking Form (ATF) NEOPB database.	Due the 15 th after each quarter ends (4/15, 7/15, 10/15) for Year 1, 2, & 3.	ATF is a NEOPB data base that collects data from each LHD and subcontractors on each of their respective activities and demographic data and participation in USDA programs data from single sessions provided.
Admin 3	Work with LHD to complete the NEOPB Semi Annual Progress Report	Due April 15 and October 15 for Year 1, 2, & 3	All reporting to the state will accomplished by the County, with information furnished by the successful bidders on the appropriate NEOPB forms. This may include but not limited to: back up documentation, pictures, evaluation reports, policies, success stories, press releases, challenges encountered and strategies to address them, and fiscal reports.
Admin 4	Submit LHD Quarterly Champions for Change Narrative Reports with backup documentation on progress towards meeting subcontractors' respective activities.	Due April 30, July 31 and October 31 for Year 1, 2, & 3	Back up documentation includes Champions for Change Narrative Report. Respective back up documentation for activity reporting must be kept on file by activity number and quarter and readily accessible if needed. This includes but not limited to: <ul style="list-style-type: none"> • Nutrition and physical activity single session classes (sing in sheets, agenda, data cards) • Events (event flyer, pictures) • Trainings/Meetings (agenda, Notes) PSE (Meeting Agendas, e-mails, pictures)
Admin 5	Work with LHD contracted Evaluator to evaluator to comply with required and PSE change evaluation activities	Ongoing	Evaluation Reports, RE-AIM (PSE year-end reporting form) and Success Stories
Admin 6	Participate in LHD and NEOPB periodic in person trainings and webinars as appropriate	Ongoing	ATF, LHD Quarterly Champions for Change Narrative Reports
Admin 7	Participate and engage in LHD Champions for Change Program Lead meetings and Champions for Change All Team meetings as scheduled.	Ongoing	Agenda, meeting notes
Admin 8	Participate and engage in FCHIP Work Groups, as appropriate, to communicate, cross-promote, facilitate a coordinated approach that will enhance the consistency of food and nutrition messaging and integrate activities with subcontractors and community partners to improve access to healthy foods, beverages and physical activity in the targeted communities.	Ongoing	Agenda, meeting notes

****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)

Educational Materials, Resources, and Curriculum

Activity Number	Curriculum, Toolkit, Resource Name	SNAP-Ed Agency(ies)		Level of Evidence Base	
1.9, 1.10, 1.11, 1.12, 1.21, 1.22	My Plate Ten Tips Nutrition Education Series (Hmong, Spanish, English)		CWD		Research Tested
		x	LHD		Practice Tested
			AAA		Emerging
			UCCE	x	N/A – Please describe below:
			CCC	Approved SNAP-Ed resource materials	
1.9, 1.11, 1.12, 1.22	Harvest of the Month handouts (California)		CWD		Research Tested
		x	LHD	x	Practice Tested
			AAA		Emerging
			UCCE		N/A - Please describe below:
			CCC	Approved SNAP-Ed resource materials	
1.9, 1.11, 1.22	NEOPB Cookbooks (Flavors of My Kitchen (Eng/Spa), Everyday Healthy Meals (Eng/Spa), Healthy Latino Recipes (Eng/Spa), Soulful Recipes		CWD		Research Tested
		x	LHD		Practice Tested
			AAA		Emerging
			UCCE	x	N/A – Please describe below:
			CCC	Approved SNAP-Ed resource materials	
1.9, 1.10, 1.11, 1.12, 1.21, 1.22	EatFresh.org		CWD		Research Tested
		x	LHD		Practice Tested
			AAA	x	Emerging
			UCCE		N/A - Please describe below:
			CCC	Approved SNAP-Ed resource materials	
1.10, 1.11	NEOPB, Power Play! Fit Deck Power Cards		CWD		Research Tested
		x	LHD		Practice Tested
			AAA		Emerging
			UCCE	x	N/A - Please describe below:
			CCC	Approved SNAP-Ed resource materials	
1.9, 1.10, 1.11, 1.12, 1.21, 1.22	USDA MyPlate Posters		CWD		Research Tested
		x	LHD		Practice Tested
			AAA		Emerging
			UCCE	x	N/A - Please describe below:
			CCC	Approved SNAP-Ed Resource Materials	
1.9, 1.10, 1.11, 1.12, 1.21, 1.22	Prevent Portion Distortion handout (Spanish, English) http://food.unl.edu/freeprevent-portion-distortion-powerpoint		CWD		Research Tested
		X	LHD		Practice Tested
			AAA		Emerging
			UCCE	x	N/A – Please describe below:
			CCC	University of Nebraska Extension	

1.9, 1.10, 1.11	Cooking Matters	x	CWD LHD AAA UCCE CCC	<table border="1"> <tr><td>x</td><td>Research Tested</td></tr> <tr><td></td><td>Practice Tested</td></tr> <tr><td></td><td>Emerging</td></tr> <tr><td></td><td>N/A – Please describe below:</td></tr> </table>	x	Research Tested		Practice Tested		Emerging		N/A – Please describe below:
x	Research Tested											
	Practice Tested											
	Emerging											
	N/A – Please describe below:											
1.10, 1.11	Project Lean Parent Lesson Plans: Advocating for Healthier School Environments	x	CWD LHD AAA UCCE CCC	<table border="1"> <tr><td>x</td><td>Research Tested</td></tr> <tr><td>x</td><td>Practice Tested</td></tr> <tr><td></td><td>Emerging</td></tr> <tr><td></td><td>N/A - Please describe below:</td></tr> </table>	x	Research Tested	x	Practice Tested		Emerging		N/A - Please describe below:
x	Research Tested											
x	Practice Tested											
	Emerging											
	N/A - Please describe below:											
1.9, 1.10 1.11, 1.12, 1.21, 1.22	NEOPB Recipe Cards	x	CWD LHD AAA UCCE CCC	<table border="1"> <tr><td></td><td>Research Tested</td></tr> <tr><td></td><td>Practice Tested</td></tr> <tr><td></td><td>Emerging</td></tr> <tr><td>x</td><td>N/A – Please describe below:</td></tr> </table> <p>Approved SNAP-Ed Resource Materials</p>		Research Tested		Practice Tested		Emerging	x	N/A – Please describe below:
	Research Tested											
	Practice Tested											
	Emerging											
x	N/A – Please describe below:											
1.9, 1.10, 1.11,1.12 1.21, 1.22	Dairy Council Beverages: Make Every Sip Count	x	CWD LHD AAA UCCE CCC	<table border="1"> <tr><td></td><td>Research Tested</td></tr> <tr><td></td><td>Practice Tested</td></tr> <tr><td></td><td>Emerging</td></tr> <tr><td>x</td><td>N/A - Please describe below:</td></tr> </table> <p>Approved SNAP-Ed Resource Materials – Dairy Council of California</p>		Research Tested		Practice Tested		Emerging	x	N/A - Please describe below:
	Research Tested											
	Practice Tested											
	Emerging											
x	N/A - Please describe below:											
1.9 1.10	Latino Campaign, Toolbox for Community Educators	x	CWD LHD AAA UCCE CCC	<table border="1"> <tr><td>x</td><td>Research Tested</td></tr> <tr><td>x</td><td>Practice Tested</td></tr> <tr><td></td><td>Emerging</td></tr> <tr><td></td><td>N/A - Please describe below:</td></tr> </table>	x	Research Tested	x	Practice Tested		Emerging		N/A - Please describe below:
x	Research Tested											
x	Practice Tested											
	Emerging											
	N/A - Please describe below:											
1.9 1.10 1.11	Body and Soul	x	CWD LHD AAA UCCE CCC	<table border="1"> <tr><td>x</td><td>Research Tested</td></tr> <tr><td>x</td><td>Practice Tested</td></tr> <tr><td></td><td>Emerging</td></tr> <tr><td></td><td>N/A - Please describe below:</td></tr> </table>	x	Research Tested	x	Practice Tested		Emerging		N/A - Please describe below:
x	Research Tested											
x	Practice Tested											
	Emerging											
	N/A - Please describe below:											
1.10, 1.24	CDPH Policy Systems and Environmental Change Resource Guide: Strategies for Increased Access to Healthy Tools, Beverages and Physical Activity	x	CWD LHD AAA UCCE CCC	<table border="1"> <tr><td></td><td>Research Tested</td></tr> <tr><td></td><td>Practice Tested</td></tr> <tr><td></td><td>Emerging</td></tr> <tr><td>x</td><td>N/A - Please describe below:</td></tr> </table> <p>Approved SNAP-Ed Resource Material</p>		Research Tested		Practice Tested		Emerging	x	N/A - Please describe below:
	Research Tested											
	Practice Tested											
	Emerging											
x	N/A - Please describe below:											
1.10, 1.11, 1.24	CDPH Physical Activity Resource Guide Implementing Physical Activity Programs for SNAP-Ed Eligible Population	x	CWD LHD AAA UCCE CCC	<table border="1"> <tr><td></td><td>Research Tested</td></tr> <tr><td></td><td>Practice Tested</td></tr> <tr><td></td><td>Emerging</td></tr> <tr><td>x</td><td>N/A - Please describe below:</td></tr> </table> <p>Approved SNAP-Ed Resource Material</p>		Research Tested		Practice Tested		Emerging	x	N/A - Please describe below:
	Research Tested											
	Practice Tested											
	Emerging											
x	N/A - Please describe below:											

1.24	Youth Participatory Action Research Project		CWD		x	Research Tested
		x	LHD			Practice Tested
			AAA		x	Emerging
			UCCE			N/A - Please describe below:
			CCC			
1.9, 1.10, 1.11 1.14, 1.22	Champions for Change (CA)		CWD			Research Tested
		x	LHD		x	Practice Tested
			AAA			Emerging
			UCCE			N/A - Please describe below:
			CCC			
1.9 1.10 1.11	Eat Right When Money's Tight		CWD			Research Tested
		x	LHD		x	Practice Tested
			AAA			Emerging
			UCCE			N/A - Please describe below:
			CCC			

Organization Name: California Department of Public Health
 County/Jurisdiction: Fresno County
 Contract/Sub-Grant/Agreement: The Center/Cultiva La Salud

Budget Adjustment		1. Staffing: Salary/Benefits:											Budget Adjustment	
Position #	Add Delete Reduce Increase	Last Amount Approved	Position Title	Position Name	SNAP-Ed Time Spent		Annual Salary	FTE	Total SNAP- Ed Salary	Benefit Rate	Total SNAP- Ed Benefits	SNAP-Ed Admin Costs	Total SNAP- Ed Funded Salary and Benefits	Budget Justification
					% of SNAP-Ed Time spent on Mgmt/Admin Duties	% of SNAP-Ed Time spent on Direct SNAP-Ed Delivery								
1			Project Coordinator Office	TBD	25.00%	75.00%	\$ 21,666.00	1.00	\$21,666.00	35.00%	\$7,583.10	\$7,312.28	\$29,249	
2			Manager/Secretary/Adm	Lucia Navarro	75.00%	25.00%	\$ 15,333.00	1.00	\$15,333.00	35.00%	\$5,366.55	\$15,524.66	\$20,700	
3			Communications Manager	Brandie Banks-Bey	10.00%	90.00%	\$ 25,000.00	0.60	\$15,000.00	35.00%	\$5,250.00	\$2,025.00	\$20,250	
4			Promotora*	TBD	20.00%	80.00%	\$ 11,666.00	0.45	\$5,249.70	18.00%	\$944.95	\$1,238.93	\$6,195	
5			Promotora*	TBD	20.00%	80.00%	\$ 11,666.00	0.45	\$5,249.70	18.00%	\$944.95	\$1,238.93	\$6,195	
6			Promotora*	TBD	20.00%	80.00%	\$ 11,666.00	0.45	\$5,249.70	18.00%	\$944.95	\$1,238.93	\$6,195	
7			Promotora*	TBD	20.00%	80.00%	\$ 11,666.00	0.45	\$5,249.70	18.00%	\$944.95	\$1,238.93	\$6,195	
8			Promotora*	TBD	20.00%	80.00%	\$ 11,666.00	0.45	\$5,249.70	18.00%	\$944.95	\$1,238.93	\$6,195	
9			Promotora*	TBD	20.00%	80.00%	\$ 11,666.00	0.45	\$5,249.70	18.00%	\$944.95	\$1,238.93	\$6,195	
10			*home-based position; FTE not included in space/operating costs calculations						\$0.00		\$0.00	\$0.00	\$0	
11									\$0.00		\$0.00	\$0.00	\$0	
21									\$0.00		\$0.00	\$0.00	\$0	
Total Staffing: Salary/Benefits:								5.30	\$83,497		\$23,869	\$32,296	\$107,367	

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

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

Organization Name: California Department of Public Health
 County/Jurisdiction: Fresno County
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Budget Adjustment		2. Non-Capital Equipment/Supplies:							Budget Adjustment
Add Delete Reduce Increase	Last Amount Approved	Budget Item	Description/Justification	FTE	Cost per Item	# of Items	Total	Budget Justification	
		Office Supplies	Standard office supplies for program operations and nutrition education sessions. Includes, paper, pens, rolling carts, storage carts, non consumible supplies for sugar savy trainings, ink, etc...This is calculated basedon FTE X \$50 a month x 4 months	5.3	\$100.00	4	\$2,120		
		Communications	Costs for telephone, email, internet, website and eNewsletter service. Cost are calculated based on FTE X \$200 a month x 4 months	5.3	\$200.00	4	\$4,240		
		Printing	Printing for office operations & nutrition eeucation sessions. This is calculated based on FTE x \$200 x 4 months	5.3	\$300.00	4	\$6,360		
		Postage & Delivery	Postage for mailing reminders to households without email or phone service. Postage is calculated by FTE x\$7 a month x 4 months.	5.3	\$7.00	4	\$148		
<i>Theft-sensitive equipment/supplies that are less than \$5,000 (Computers, printers, projectors, etc.)</i>									
		Tablet	Tablets for each of the 6 Promotoras which will allow them to submit reports, email colleagues and community residents and complete timesheets. The cost for each tablet is estimated at \$600 x 6 = \$3,600 and includes the cost of service at \$150 per month x 6 x 4 months = \$3,600. Total cost is \$7,200.	3	\$600.00	4	\$7,200		
							\$0		
Total Non-Capital Equipment/Supplies:							\$20,068		

Budget Adjustment		3. Materials:							Budget Adjustment
Add Delete Reduce Increase	Last Amount Approved	Budget Item	Description/Justification	Cost per Item	# of Items	Total	Budget Justification		
		Food & Beverage Demos	Materials & ingredients for healthy food and beverage demonstrations. This includes cost of plates, napkins, utensils and cups.	\$2.50	2000	\$5,000			
		Nutrition Ed materials	Purchase of approved nutrition education materials.	\$5.00	2000	\$10,000			
		Small kitchen wares	Durable kitchen items for taste testing activities, including but not limited to: electric skillet, spa water dispensers, cooking utensils, storage containers. These items will be acquired to the Project Coordinator and Promotoras.	\$25.00	120	\$3,000			
		Champions	Support for Champions in providing peer to peer single session nutrition education. Calculated at \$75 per Champion x 30	\$75.00	30	\$2,250			
		ServSafe Training	Food handling training for all staff involved in food preparation.	\$35.00	8	\$280			
						\$0			
						\$0			
Total Materials:							\$20,530		

Organization Name: California Department of Public Health
 County/Jurisdiction: Fresno County
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Budget Adjustment		4. Travel:														Budget Adjustment	
Add Delete Reduce Increase	Last Amount Approved	Position Title/Name	Location	Description/Justification	Trips	FTE	Days	Nights	Per Diem	Lodging	Air	Miles (\$.540)	Registration Fee	Other	Total	Budget Justification	
In-State																	
		1	Project Coordinator	Lowell, West Fresno, Kerman, Sanger, Reedley, & Parlier	Travel to target communities to deliver nutrition education sessions, peer to peer trainings and community meetings	72	1	1	0	\$0.00	\$0.00	\$0.00	50	\$0.00	\$0.00	\$1,944	
		2	Promotoras	Fresno	Staff & Program meetings	108	3	1	0	\$0.00	\$0.00	\$0.00	50	\$0.00	\$0.00	\$2,916	
		3														\$0	
		4														\$0	
Out-of-State																	
		1														\$0	
		2														\$0	
		3														\$0	
															Total Travel:	\$4,860	

* Lodging costs include taxes. Reimbursement at CalHR rates.

Budget Adjustment		5. Building/Space:							Budget Adjustment
Add Delete Reduce Increase	Last Amount Approved	Location Name/Address	Calculation Description	FTE	Cost per Month	# of Month(s)	Total	Budget Justification	
		1	2409 Merced Street, Fresno, CA 93721	Office space for project staff (based on rate per FTE) FTE x 150 sq ft x \$6.06/ sq ft x 4 months.	2.6	\$908.65	4	\$9,450	
		2	3330 E Tulare Street, Fresno, CA	Storage space for materials based on cost of \$150/month	1	\$150.00	4	\$600	
		3	405 E. Belmont Ave, Fresno, CA	Kitchen space for rental for food prep cost is based on \$400/month	1	\$400.00	4	\$1,600	
		4						\$0	
							Total Building/Space:	\$11,650	

Budget Adjustment		6. Maintenance:						Budget Adjustment	
Add Delete Reduce Increase	Last Amount Approved	Location Name/Address	Calculation Description	FTE	Cost per Month	# of Month(s)	Total	Budget Justification	
		1	2409 Merced Street, Suite 101, Fresno, CA	Janitorial services calculated by FTE x \$269.23 per month x 4 months	2.6	\$269.23	4	\$2,800	
		3						\$0	
		4						\$0	
		5						\$0	
							Total Maintenance:	\$2,800	

Organization Name: California Department of Public Health
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Budget Adjustment		7. Equipment and Other Capital Expenditures:								Budget Adjustment
Add Delete Reduce Increase	Last Amount Approved	Budget Item	Description/Justification	FTE	Cost per Item	# of Items	Misc.	Total	Budget Justification	
1								\$0		
2								\$0		
3								\$0		
Total Equipment and Other Capital Expenditures:								\$0		

Budget Adjustment		8. Contracts/Sub-Grants/Agreements:				Budget Adjustment
Add Delete Reduce Increase	Last Amount Approved	Organization Name	Description of Service(s)	Total Grant	Budget Justification	
A		Cultiva La Salud	Adminstrator for Project in Year 1 - Genoveva Islas	\$10,000		
B				\$0		
C				\$0		
D				\$0		
E				\$0		
F						
Total Contracts/Sub-Grants/Agreements:				\$10,000		

Total Direct Costs: \$177,275

Budget Adjustment		9. Indirect Costs:				Budget Adjustment
Add Delete Reduce Increase	Last Amount Approved	Calculation Method	Indirect Cost Rate	Total Admin/Program Dollars	Total	Budget Justification
<i>Administration: [Please list the line items that are included in calculation]</i>						
1		Total Direct	15.00%	\$177,274.88	\$26,591	
<i>Program: [Please list the line items that are included in calculation]</i>						
1			0.00%		\$0	
Total Indirect Costs:					\$26,591	

Total Budget: \$203,866

Organization Name: California Department of Public Health
 County/Jurisdiction: Fresno County
 Contract/Sub-Grant/Agreement: The Center/Cultiva La Salud

Budget Adjustment		1. Staffing: Salary/Benefits:											Budget Adjustment	
Position #	Add Delete Reduce Increase	Last Amount Approved	Position Title	Position Name	SNAP-Ed Time Spent		Annual Salary	FTE	Total SNAP- Ed Salary	Benefit Rate	Total SNAP- Ed Benefits	SNAP-Ed Admin Costs	Total SNAP- Ed Funded Salary and Benefits	Budget Justification
					% of SNAP-Ed Time spent on Mgmt/Admin Duties	% of SNAP-Ed Time spent on Direct SNAP-Ed Delivery								
1			Project Coordinator Office	TBD	25.00%	75.00%	\$ 65,000.00	0.90	\$58,500.00	35.00%	\$20,475.00	\$19,743.75	\$78,975	
2			Manager/Secretary/Adm Communications Manager	Lucia Navarro	75.00%	25.00%	\$ 46,000.00	0.50	\$23,000.00	35.00%	\$8,050.00	\$23,287.50	\$31,050	
3			Manager	Brandie Banks-Bey	10.00%	90.00%	\$ 75,000.00	0.10	\$7,500.00	18.00%	\$1,350.00	\$885.00	\$8,850	
4			Promotora*	TBD	20.00%	80.00%	\$ 32,000.00	0.25	\$8,000.00	18.00%	\$1,440.00	\$1,888.00	\$9,440	
5			Promotora*	TBD	20.00%	80.00%	\$ 32,000.00	0.25	\$8,000.00	18.00%	\$1,440.00	\$1,888.00	\$9,440	
6			Promotora*	TBD	20.00%	80.00%	\$ 32,000.00	0.25	\$8,000.00	18.00%	\$1,440.00	\$1,888.00	\$9,440	
7			Promotora*	TBD	20.00%	80.00%	\$ 32,000.00	0.25	\$8,000.00	18.00%	\$1,440.00	\$1,888.00	\$9,440	
8			Promotora*	TBD	20.00%	80.00%	\$ 32,000.00	0.25	\$8,000.00	18.00%	\$1,440.00	\$1,888.00	\$9,440	
9			Promotora*	TBD	20.00%	80.00%	\$ 32,000.00	0.25	\$8,000.00	18.00%	\$1,440.00	\$1,888.00	\$9,440	
10			*home-based position; FTE not included in space/maintenance costs calculations						\$0.00		\$0.00	\$0.00	\$0	
11									\$0.00		\$0.00	\$0.00	\$0	
21									\$0.00		\$0.00	\$0.00	\$0	
Total Staffing: Salary/Benefits:								3.00	\$137,000		\$38,515	\$55,244	\$175,515	

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

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

Organization Name: California Department of Public Health
 County/Jurisdiction: Fresno County
 Contract/Sub-Grant/Agreement: The Center/Cultiva La Salud

Budget Adjustment		2. Non-Capital Equipment/Supplies:							Budget Adjustment
Add Delete Reduce Increase	Last Amount Approved	Budget Item	Description/Justification	FTE	Cost per Item	# of Items	Total	Budget Justification	
		Office Supplies	Standard office supplies for program operations and nutrition education sessions. Includes, paper, pens, ink, etc...This is calculated basedon FTE X \$50 a month x 12 months	2	\$50.00	12	\$1,200		
		Communications	Costs for telephone, email, internet, website and eNewsletter service. Cost are calculated based on FTE X \$150 a month x 12 months	2	\$150.00	12	\$3,600		
		Printing	Printing for office operations & nutrition education sessions. This is calculated based on FTE x \$150 x 12 months	2	\$150.00	12	\$3,600		
		Postage & Delivery	Postage for mailing reminders to households without email or phone service. Postage is calculated by FTE x\$7 a month x 12 months.	2	\$7.00	12	\$168		
Theft-sensitive equipment/supplies that are less than \$5,000 (Computers, printers, projectors, etc.)									
							\$0		
							\$0		
Total Non-Capital Equipment/Supplies:							\$8,568		

Budget Adjustment		3. Materials:					Budget Adjustment
Add Delete Reduce Increase	Last Amount Approved	Budget Item	Description/Justification	Cost per Item	# of Items	Total	Budget Justification
		Food & Beverage Demos	Materials & ingredients for healthy food and beverage demonstrations. This includes cost of plates, napkins, utensils and cups.	\$2.50	1080	\$2,700	
		Nutrition Ed materials	Purchase of approved nutrition education materials.	\$1.00	1080	\$1,080	
		Champions	Support for Champions in providing peer to peer single session nutriotn education. Calculated at \$75 per Champion	\$75.00	30	\$2,250	
						\$0	
						\$0	
						\$0	
						\$0	
Total Materials:						\$6,030	

Organization Name: California Department of Public Health
 County/Jurisdiction: Fresno County
 Contract/Sub-Grant/Agreement: The Center/Cultiva La Salud

Budget Adjustment		4. Travel:														Budget Adjustment	
Add Delete Reduce Increase	Last Amount Approved	Position Title/Name	Location	Description/Justification	Trips	FTE	Days	Nights	Per Diem	Lodging	Air	Miles (\$.540)	Registration Fee	Other	Total	Budget Justification	
In-State																	
		Project Coordinator	Lowell, West Fresno, Kerman, Sanger, Reedley, & Parlier	Travel to target communities to deliver nutrition education sessions, peer to peer trainings and community meetings	72	1	1	0	\$0.00	\$0.00	\$0.00	50	\$0.00	\$0.00	\$1,944		
		Promotoras	Fresno	Staff & Program meetings	63	3	1	0	\$0.00	\$0.00	\$0.00	50	\$0.00	\$0.00	\$1,701		
															\$0		
															\$0		
Out-of-State																	
															\$0		
															\$0		
															\$0		
															Total Travel:	\$3,645	

* Lodging costs include taxes. Reimbursement at CalHR rates.

Budget Adjustment		5. Building/Space:						Budget Adjustment	
Add Delete Reduce Increase	Last Amount Approved	Location Name/Address	Calculation Description	FTE	Cost per Month	# of Month(s)	Total	Budget Justification	
		2409 Merced Street, Fresno, CA 93721	Office space for project staff (based on rate per FTE) FTE x 150 sq ft x \$5/ sq ft x 12 months.	1.5	\$749.33	12	\$13,488		
		3330 E Tulare Street, Fresno, CA	Storage space for materials based on cost of \$150/month	1	\$150.00	12	\$1,800		
		405 E. Belmont Ave, Fresno, CA	Kitchen space for rental for food prep cost is based on \$400/month	1	\$400.00	12	\$4,800		
							\$0		
							Total Building/Space:	\$20,088	

Budget Adjustment		6. Maintenance:						Budget Adjustment	
Add Delete Reduce Increase	Last Amount Approved	Location Name/Address	Calculation Description	FTE	Cost per Month	# of Month(s)	Total	Budget Justification	
		2409 Merced Street, Suite 101, Fresno, CA	Janitorial services calculated by FTE x \$266.67 per month x 12 months	1.5	\$266.67	12	\$4,800		
							\$0		
							\$0		
							Total Maintenance:	\$4,800	

Organization Name: California Department of Public Health
 County/Jurisdiction: Fresno County
 Contract/Sub-Grant/Agreement: The Center/Cultiva La Salud

Budget Adjustment										7. Equipment and Other Capital Expenditures:	Budget Adjustment
Add Delete Reduce Increase	Last Amount Approved	Budget Item	Description/Justification	FTE	Cost per Item	# of Items	Misc.	Total	Budget Justification		
1								\$0			
2								\$0			
3								\$0			
								Total Equipment and Other Capital Expenditures:	\$0		

Budget Adjustment							8. Contracts/Sub-Grants/Agreements:	Budget Adjustment
Add Delete Reduce Increase	Last Amount Approved	Organization Name	Description of Service(s)	Total Grant	Budget Justification			
A		Cultiva La Salud	Adminstrator for Project - Genoveva Islas	\$7,441				
B								
C				\$0				
D				\$0				
E				\$0				
F								
				Total Contracts/Sub-Grants/Agreements:	\$7,441			

Total Direct Costs: \$226,087

Budget Adjustment							9. Indirect Costs:	Budget Adjustment
Add Delete Reduce Increase	Last Amount Approved	Calculation Method	Indirect Cost Rate	Total Admin/Program Dollars	Total	Budget Justification		
<i>Administration: [Please list the line items that are included in calculation]</i>								
1		Total Direct	15.00%	\$226,087.00	\$33,913			
<i>Program: [Please list the line items that are included in calculation]</i>								
1			0.00%		\$0			
					Total Indirect Costs:	\$33,913		

Total Budget: \$260,000

Organization Name: California Department of Public Health
 County/Jurisdiction: Fresno County
 Contract/Sub-Grant/Agreement: The Center/Cultiva La Salud

Budget Adjustment		1. Staffing: Salary/Benefits:											Budget Adjustment	
Position #	Add Delete Reduce Increase	Last Amount Approved	Position Title	Position Name	SNAP-Ed Time Spent		Annual Salary	FTE	Total SNAP-Ed Salary	Benefit Rate	Total SNAP-Ed Benefits	SNAP-Ed Admin Costs	Total SNAP-Ed Funded Salary and Benefits	Budget Justification
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1			Project Coordinator Office	TBD	25.00%	75.00%	\$ 65,000.00	0.90	\$58,500.00	35.00%	\$20,475.00	\$19,743.75	\$78,975	
2			Manager/Secretary/Adm Communications Manager	Lucia Navarro	75.00%	25.00%	\$ 46,000.00	0.50	\$23,000.00	35.00%	\$8,050.00	\$23,287.50	\$31,050	
3			Manager	Brandie Banks-Bey	10.00%	90.00%	\$ 75,000.00	0.10	\$7,500.00	18.00%	\$1,350.00	\$885.00	\$8,850	
4			Promotora*	TBD	20.00%	80.00%	\$ 32,000.00	0.25	\$8,000.00	18.00%	\$1,440.00	\$1,888.00	\$9,440	
5			Promotora*	TBD	20.00%	80.00%	\$ 32,000.00	0.25	\$8,000.00	18.00%	\$1,440.00	\$1,888.00	\$9,440	
6			Promotora*	TBD	20.00%	80.00%	\$ 32,000.00	0.25	\$8,000.00	18.00%	\$1,440.00	\$1,888.00	\$9,440	
7			Promotora*	TBD	20.00%	80.00%	\$ 32,000.00	0.25	\$8,000.00	18.00%	\$1,440.00	\$1,888.00	\$9,440	
8			Promotora*	TBD	20.00%	80.00%	\$ 32,000.00	0.25	\$8,000.00	18.00%	\$1,440.00	\$1,888.00	\$9,440	
9			Promotora*	TBD	20.00%	80.00%	\$ 32,000.00	0.25	\$8,000.00	18.00%	\$1,440.00	\$1,888.00	\$9,440	
10			*home-based position; FTE not included in space/maintenance costs calculations						\$0.00		\$0.00	\$0.00	\$0	
11									\$0.00		\$0.00	\$0.00	\$0	
21									\$0.00		\$0.00	\$0.00	\$0	
Total Staffing: Salary/Benefits:								3.00	\$137,000		\$38,515	\$55,244	\$175,515	

Definition and basis for calculations of benefit rate(s):
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Retirement (10%), FICA (7.65%), medical/dental/vision (9.74%), long-term disability/short-term disability life/ADD (3.84%), workmen's compensation (2.77%), and California unemployment insurance (1.00%)

Organization Name: California Department of Public Health
 County/Jurisdiction: Fresno County
 Contract/Sub-Grant/Agreement: The Center/Cultiva La Salud

Budget Adjustment		2. Non-Capital Equipment/Supplies:							Budget Adjustment
Add Delete Reduce Increase	Last Amount Approved	Budget Item	Description/Justification	FTE	Cost per Item	# of Items	Total	Budget Justification	
		Office Supplies	Standard office supplies for program operations and nutrition education sessions. Includes, paper, pens, ink, etc...This is calculated basedon FTE X \$50 a month x 12 months	2	\$50.00	12	\$1,200		
		Communications	Costs for telephone, email, internet, website and eNewsletter service. Cost are calculated based on FTE X \$150 a month x 12 months	2	\$150.00	12	\$3,600		
		Printing	Printing for office operations & nutrition education sessions. This is calculated based on FTE x \$150 x 12 months	2	\$150.00	12	\$3,600		
		Postage & Delivery	Postage for mailing reminders to households without email or phone service. Postage is calculated by FTE x\$7 a month x 12 months.	2	\$7.00	12	\$168		
Theft-sensitive equipment/supplies that are less than \$5,000 (Computers, printers, projectors, etc.)									
							\$0		
							\$0		
Total Non-Capital Equipment/Supplies:							\$8,568		

Budget Adjustment		3. Materials:					Budget Adjustment
Add Delete Reduce Increase	Last Amount Approved	Budget Item	Description/Justification	Cost per Item	# of Items	Total	Budget Justification
		Food & Beverage Demos	Materials & ingredients for healthy food and beverage demonstrations. This includes cost of plates, napkins, utensils and cups.	\$2.50	1080	\$2,700	
		Nutrition Ed materials	Purchase of approved nutrition education materials.	\$1.00	1080	\$1,080	
		Champions	Support for Champions in providing peer to peer single session nutriotn education. Calculated at \$75 per Champion	\$75.00	30	\$2,250	
						\$0	
						\$0	
						\$0	
						\$0	
Total Materials:						\$6,030	

Organization Name: California Department of Public Health
 County/Jurisdiction: Fresno County
 Contract/Sub-Grant/Agreement: The Center/Cultiva La Salud

Budget Adjustment		4. Travel:														Budget Adjustment	
Add Delete Reduce Increase	Last Amount Approved	Position Title/Name	Location	Description/Justification	Trips	FTE	Days	Nights	Per Diem	Lodging	Air	Miles (\$.540)	Registration Fee	Other	Total	Budget Justification	
In-State																	
		1	Project Coordinator	Lowell, West Fresno, Kerman, Sanger, Reedley, & Parlier	Travel to target communities to deliver nutrition education sessions, peer to peer trainings and community meetings	72	1	1	0	\$0.00	\$0.00	\$0.00	50	\$0.00	\$0.00	\$1,944	
		2	Promotoras	Fresno	Staff & Program meetings	63	3	1	0	\$0.00	\$0.00	\$0.00	50	\$0.00	\$0.00	\$1,701	
		3														\$0	
		4														\$0	
Out-of-State																	
		1														\$0	
		2														\$0	
		3														\$0	
															Total Travel:	\$3,645	

* Lodging costs include taxes. Reimbursement at CalHR rates.

Budget Adjustment		5. Building/Space:							Budget Adjustment
Add Delete Reduce Increase	Last Amount Approved	Location Name/Address	Calculation Description	FTE	Cost per Month	# of Month(s)	Total	Budget Justification	
		1	2409 Merced Street, Fresno, CA 93721	Office space for project staff (based on rate per FTE) FTE x 150 sq ft x \$5/ sq ft x 12 months.	1.5	\$749.33	12	\$13,488	
		2	3330 E Tulare Street, Fresno, CA	Storage space for materials based on cost of \$150/month	1	\$150.00	12	\$1,800	
		3	405 E. Belmont Ave, Fresno, CA	Kitchen space for rental for food prep cost is based on \$400/month	1	\$400.00	12	\$4,800	
		4						\$0	
							Total Building/Space:	\$20,088	

Budget Adjustment		6. Maintenance:						Budget Adjustment	
Add Delete Reduce Increase	Last Amount Approved	Location Name/Address	Calculation Description	FTE	Cost per Month	# of Month(s)	Total	Budget Justification	
		1	2409 Merced Street, Suite 101, Fresno, CA	Janitorial services calculated by FTE x \$266.67 per month x 12 months	1.5	\$266.67	12	\$4,800	
		2						\$0	
		3						\$0	
							Total Maintenance:	\$4,800	

Organization Name: California Department of Public Health
 County/Jurisdiction: Fresno County
 Contract/Sub-Grant/Agreement: The Center/Cultiva La Salud

Budget Adjustment		7. Equipment and Other Capital Expenditures:								Budget Adjustment
Add Delete Reduce Increase	Last Amount Approved	Budget Item	Description/Justification	FTE	Cost per Item	# of Items	Misc.	Total	Budget Justification	
1								\$0		
2								\$0		
3								\$0		
Total Equipment and Other Capital Expenditures:								\$0		

Budget Adjustment		8. Contracts/Sub-Grants/Agreements:					Budget Adjustment
Add Delete Reduce Increase	Last Amount Approved	Organization Name	Description of Service(s)	Total Grant	Budget Justification		
A		Cultiva La Salud	Adminstrator for Project - Genoveva Islas	\$7,441			
B							
C				\$0			
D				\$0			
Total Contracts/Sub-Grants/Agreements:				\$7,441			

Total Direct Costs: \$226,087

Budget Adjustment		9. Indirect Costs:					Budget Adjustment
Add Delete Reduce Increase	Last Amount Approved	Calculation Method	Indirect Cost Rate	Total Admin/Program Dollars	Total	Budget Justification	
<i>Administration: [Please list the line items that are included in calculation]</i>							
1		Total Direct	15.00%	\$226,087.00	\$33,913		
<i>Program: [Please list the line items that are included in calculation]</i>							
1			0.00%		\$0		
Total Indirect Costs:					\$33,913		

Total Budget: \$260,000

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:	