

AGREEMENT

THIS AGREEMENT is made and entered into this 13th day of December, 2016, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and **CALIFORNIA HEALTH COLLABORATIVE**, a California Non-Profit Organization, whose address is 1680 West Shaw Avenue, Fresno, California, 93711, 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 retail and worksite locations; 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. 17-018 dated September 26, 2016, Addendum No. One (1) to RFP No. 17-018 dated October 12, 2016 (collectively referred to herein as COUNTY's Revised RFP), and CONTRACTOR's Response to said Revised RFP dated October 21, 2016, both incorporated herein by reference and made part of this Agreement. In the event of any inconsistency among these documents, the inconsistency shall be resolved by giving precedence in the following order of priority: (1) to this Agreement; (2) to the Revised RFP; (3) to the Response to RFP. A copy of COUNTY's RFP No. 17-018 and CONTRACTOR's Response shall be retained and made available during the term of this Agreement by COUNTY's General Services Department, Purchasing Division.

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

3 **2. TERM**

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

11 **3. TERMINATION**

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

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

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

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

1 future payments owing to CONTRACTOR under this Agreement.

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

5 **4. COMPENSATION**

6 A. COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive
7 compensation at the rates as identified in Exhibit B, attached hereto and incorporated herein by this
8 reference. For the period of January 1, 2017 through and including September 30, 2017, in no event
9 shall actual services performed under this Agreement be in excess of One Hundred Seventy-Six
10 Thousand, Two Hundred Fifty and No/100 (\$176,250.00). For the period of October 1, 2017 through
11 and including September 30, 2018 and each subsequent renewal year thereafter, in no event shall
12 actual services performed under this Agreement be in excess of Two Hundred Eleven Thousand Five
13 Hundred and No/100 (\$211,500.00). It is understood that all expenses incidental to CONTRACTOR's
14 performance of actual services under this Agreement shall be borne by CONTRACTOR.

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

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

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

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

1 days to County upon notification or shall be withheld from subsequent payments to CONTRACTOR.

2 **5. INVOICING**

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

10 **6. INDEPENDENT CONTRACTOR**

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

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

1 providing services to others unrelated to the COUNTY or to this Agreement.

2 **7. MODIFICATION**

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

9 **8. NON-ASSIGNMENT**

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

12 **9. HOLD-HARMLESS**

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

21 **10. INSURANCE**

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

25 A. **Commercial General Liability**

26 Commercial General Liability Insurance with limits of not less than One Million
27 Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million
28 Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis.
COUNTY may require specific coverage including completed operations,
product liability, contractual liability, Explosion, Collapse, and Underground

(XCU), fire legal liability or any other liability insurance deemed necessary because of the nature of the Agreement.

B. Automobile Liability

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

C. Professional Liability

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

D. Worker's Compensation

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

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

Within thirty (30) days from the date CONTRACTOR executes this Agreement,

1 CONTRACTOR shall provide certificates of insurance and endorsements as stated above for all of the
2 foregoing policies, as required herein, to the County of Fresno, Department of Public Health, P.O. Box
3 11867, Fresno, California, 93775, Attention: Contracts Section – 6th Floor, stating that such insurance
4 coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and
5 employees will not be responsible for any premiums on the policies; that such Commercial General
6 Liability insurance names the County of Fresno, its officers, agents and employees, individually and
7 collectively, as additional insured, but only insofar as the operations under this Agreement are
8 concerned; that such coverage for additional insured shall apply as primary insurance and any other
9 insurance, or self-insurance, maintained by the COUNTY, its officers, agents and employees, shall be
10 excess only and not contributing with insurance provided under the CONTRACTOR's policies herein;
11 and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days
12 advance, written notice given to COUNTY.

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

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

19 **11. CONFIDENTIALITY**

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

23 **12. DATA SECURITY**

24 For the purpose of preventing the potential loss, misappropriation or inadvertent access,
25 viewing, use or disclosure of COUNTY data including sensitive or personal client information; abuse
26 of COUNTY resources; and/or disruption to COUNTY operations, individuals and/or agencies that
27 enter into a contractual relationship with the COUNTY for the purpose of providing services under
28 this Agreement must employ adequate data security measures to protect the confidential information

provided to CONTRACTOR by the COUNTY, including but not limited to the following:

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

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

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

B. CONTRACTOR-Owned Computers or Computer Peripherals

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

C. COUNTY-Owned Computer Equipment

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

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

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

F. Confidential client information transmitted to one party by the other by means of

1 electronic transmissions must be encrypted according to Advanced Encryption Standards (AES) of
2 128 BIT or higher. Additionally, a password or pass phrase must be utilized.

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

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

13 **13. NON-DISCRIMINATION**

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

20 **14. LICENSES/CERTIFICATION**

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

1 **15. COMPLIANCE WITH STATE REQUIREMENTS**

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

8 **16. PROPERTY OF COUNTY**

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

17 **17. RECORDS**

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

24 **18. REPORTS**

25 CONTRACTOR shall submit to COUNTY within ten (10) calendar days all program
26 reports for the preceding month. CONTRACTOR shall also furnish to COUNTY such statements,
27 records, reports, data, and other information as COUNTY may request pertaining to matters covered
28 by this Agreement. In the event that CONTRACTOR fails to provide such reports or other information

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

5 **19. PROHIBITION OF PUBLICITY**

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

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

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

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

self-dealing transaction or immediately thereafter.

21. AUDITS AND INSPECTIONS

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

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

22. NOTICES

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

COUNTY

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

CONTRACTOR

CEO
California Health Collaborative
1680 W. Shaw Ave.
Fresno, CA 93711

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

23. GOVERNING LAW

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

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

24. SEVERABILITY

The provisions of this Agreement are severable. The invalidity or unenforceability of

any one provision in the Agreement shall not affect the other provisions.

25. ENTIRE AGREEMENT

This Agreement, including all Exhibits, constitutes the entire agreement between the CONTRACTOR and COUNTY with respect to the subject matter hereof and supersedes all previous Agreement negotiations, proposals, commitments, writings, advertisements, publications, and 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 **CALIFORNIA HEALTH COLLABORATIVE**

COUNTY OF FRESNO:

6 By Stephen Ramirez

By Emilio B. Sanchez
Chairman, Board of Supervisors

7
8 Print Name: Stephen Ramirez

9 Title: CEO IPMSIOWS
Chairman of the Board, or
10 President, or any Vice President

Date: 12-13-16

11 Date: Nov 14th 2016

BERNICE E. SEIDEL, Clerk
Board of Supervisors

12
13 By Aida Vareldjian

14 Print Name: Aida Vareldjian

By Susan Bishop, Deputy

15 Title: Accounting Manager
Secretary (of Corporation), or
16 any Assistant Secretary, or
17 Chief Financial Officer, or
18 any Assistant Treasurer

Date: 12-13-16

19 Date: 11/15/2016

**PLEASE SEE ADDITIONAL
SIGNATURE PAGE ATTACHED**

20
21
22
23 Mailing Address:
24 1680 W. Shaw Ave.
25 Fresno, CA 93711
26 Phone #: (559) 244-4525
27 Contact: Stephen Ramirez, CEO
28 Email: sramirez@healthcollaborative.org

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

3
4 By  _____
5

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

9
10 By  _____
11

12 REVIEWED AND RECOMMENDED FOR APPROVAL:

13
14 By  _____
15 David Pomaville
16 Director
17 Department of Public Health
18
19
20

21 Fund/Subclass: 0001/10000
22 Organization: 56201662
23 Account #: 7295
24
25

26 /ET
27
28

RETAIL & MARKETING SUBCONTRACT SCOPE OF WORK

Activity	Activity Description	Time Frame**	Documentation																								
1.15	UC CalFresh, Local Health Department (LHD), LHD subcontractors, and other obesity prevention partners will participate in at least 3 FCHIP Quarterly meetings year 1 and 4 FCHIP Quarterly meetings in year 2 and year 3 to align and leverage resources, provide consistent messaging, and enhance impact of funded activities, as appropriate.	<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>X</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	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	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. For example, LHD will provide referrals to UC CalFresh when receiving a request for services outside of the LHD six targeted communities.	<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>X</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	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	X																								
Q1	Q2	Q3	Q4																								
X	X	X	X																								
Q1	Q2	Q3	Q4																								
X	X	X	X																								
1.24	LHD Community Coordinator (Nutritionists) will convene at least 4 meetings in each target community to include UC CalFresh, LHD subcontractors, community and agency champions, and other non-SNAP-Ed partners to strategically coordinate SNAP-Ed and non-SNAP-Ed activities, align and leverage resources, provide consistent messaging, and enhance impact of funded activities.	<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>X</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	X	Q1	Q2	Q3	Q4	X	X	X	X	Q1	Q2	Q3	Q4	X	X	X	X	<p>ATF, Agendas, meeting notes, sign in sheets</p> <p>*Contributes to all annual objectives</p>
Q1	Q2	Q3	Q4																								
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Q1	Q2	Q3	Q4																								
X	X	X	X																								
Q1	Q2	Q3	Q4																								
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1.32	To prepare staff to build Champion capacity and support community-driven PSE, conduct a staff training using the selected curriculum(a). Throughout the training, staff will learn how to apply community-driven PSE strategies and techniques and how to deliver the training to Champions.	<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>x</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></td><td></td><td></td><td></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></td><td></td><td></td><td></td></tr> </table>	Q1	Q2	Q3	Q4		x	x	X	Q1	Q2	Q3	Q4					Q1	Q2	Q3	Q4					<p>ATF</p> <p>On file: 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>
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	x	x	X																								
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2.1	In partnership with LHD Tobacco Prevention, NEOP, UC CalFresh, and LHD subcontractors will participate in at	<p>Year 1</p> <table border="1"> <tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr> </table>	Q1	Q2	Q3	Q4	<p>Activity Tracking Form (ATF)</p> <p>On file: Agenda, notes</p>																				
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	least 3 FCHIP Healthy Stores for Healthy Community Workgroup meetings in year one and participate in at least 4 FCHIP Healthy Stores for Healthy Community Workgroup meetings in year two and year three. Potential partners to include LHD NEOP subcontractors, and other non-SNAP-Ed partners to strategically coordinate activities, provide consistent messaging, and enhance impact of funded activities.	<table border="1"> <tr><td></td><td>x</td><td>x</td><td>x</td></tr> </table> <table border="1"> <tr><td colspan="4">Year 2</td></tr> <tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr> <tr><td>x</td><td>x</td><td>x</td><td>x</td></tr> </table> <table border="1"> <tr><td colspan="4">Year 3</td></tr> <tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr> <tr><td>x</td><td>x</td><td>x</td><td>x</td></tr> </table>		x	x	x	Year 2				Q1	Q2	Q3	Q4	x	x	x	x	Year 3				Q1	Q2	Q3	Q4	x	x	x	x	*Contributes to objective 1.a, 2.a, 3.a								
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x	x	x	x																																				
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Q1	Q2	Q3	Q4																																				
x	x	x	x																																				
2.2	Identify and partner with a minimum of 2 qualifying retail site within the six targeted communities to facilitate a healthy sustainable change.	<table border="1"> <tr><td colspan="4">Year 1</td></tr> <tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr> <tr><td></td><td>x</td><td>x</td><td>x</td></tr> </table> <table border="1"> <tr><td colspan="4">Year 2</td></tr> <tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr> <tr><td>x</td><td>x</td><td>x</td><td>x</td></tr> </table> <table border="1"> <tr><td colspan="4">Year 3</td></tr> <tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr> <tr><td>x</td><td>x</td><td>x</td><td>x</td></tr> </table>	Year 1				Q1	Q2	Q3	Q4		x	x	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: meeting notes, e-mails, pictures, evaluations, media stories</p> <p>*Contributes to objective 1.a, 2.a, 3.a</p>
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	x	x	x																																				
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x	x	x	x																																				
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Q1	Q2	Q3	Q4																																				
x	x	x	x																																				
2.3	Provide 6 retail store tours annually to at least 150 individuals (total from all tours) in year one and 8 retail store tours to at least 200 individuals (total from all tours) in year two and year three in qualifying retail locations. Taste-testing may be included during some tours.	<table border="1"> <tr><td colspan="4">Year 1</td></tr> <tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr> <tr><td></td><td>x</td><td>x</td><td>x</td></tr> </table> <table border="1"> <tr><td colspan="4">Year 2</td></tr> <tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr> <tr><td>x</td><td>x</td><td>x</td><td>x</td></tr> </table> <table border="1"> <tr><td colspan="4">Year 3</td></tr> <tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr> <tr><td>x</td><td>x</td><td>x</td><td>x</td></tr> </table>	Year 1				Q1	Q2	Q3	Q4		x	x	x	Year 2				Q1	Q2	Q3	Q4	x	x	x	x	Year 3				Q1	Q2	Q3	Q4	x	x	x	x	<p>Flyers, ATF, materials distributed</p> <p>*Contributes to objective 1.c, 2.c, 3.c</p>
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x	x	x	x																																				
Year 3																																							
Q1	Q2	Q3	Q4																																				
x	x	x	x																																				
2.4	Recruit at least 5 qualifying retail sites within the six targeted communities to reach a minimum of 6,250 SNAP-Ed eligible individuals using NEOPB Retail program activities and merchandising materials.	<table border="1"> <tr><td colspan="4">Year 1</td></tr> <tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr> <tr><td></td><td>x</td><td>x</td><td>x</td></tr> </table> <table border="1"> <tr><td colspan="4">Year 2</td></tr> <tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr> <tr><td></td><td></td><td></td><td></td></tr> </table> <table border="1"> <tr><td colspan="4">Year 3</td></tr> <tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr> <tr><td></td><td></td><td></td><td></td></tr> </table>	Year 1				Q1	Q2	Q3	Q4		x	x	x	Year 2				Q1	Q2	Q3	Q4					Year 3				Q1	Q2	Q3	Q4					<p>MOU/MOA, ATF, RE-AIM (PSE database)</p> <p>*Contributes to objective 1.c, 2.c, 3.c</p>
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2.5	Maintain at least 4 qualified retail sites and recruit 3 additional qualifying retail sites in year two and maintain at least 6 qualified retail sites and recruit additional 3 qualifying retail sites in year three to reach a minimum of	<table border="1"> <tr><td colspan="4">Year 1</td></tr> <tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr> <tr><td></td><td></td><td></td><td></td></tr> </table> <table border="1"> <tr><td colspan="4">Year 2</td></tr> <tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr> <tr><td></td><td></td><td></td><td></td></tr> </table>	Year 1				Q1	Q2	Q3	Q4					Year 2				Q1	Q2	Q3	Q4					MOU/MOA, ATF, RE-AIM (PSE database)												
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[illegible]

****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	Curriculum, Toolkit, Resource Name	Level of Evidence Base		
2.2, 2.3, 2.4, 2.5, 2.6, 2.7	NEOPB Retail Program- Fruit and Veggie Marketing and Point of Sale Materials, Recipe Cards	x	Research Tested	
			Practice Tested	
			Emerging	
			N/A - Please describe below:	
2.2, 2.3, 2.4, 2.5, 2.6, 2.7	NEOPB Retail Food Demonstration Kit		Research Tested	
			Practice Tested	
		x	Emerging	
			N/A - Please describe below:	
2.2, 2.3, 2.4, 2.5, 2.7	NEOPB Produce Guide		Research Tested	
			Practice Tested	
			Emerging	
		x	N/A - Please describe below:	
		Approved SNAP-Ed Resource Materials		
2.7	Cooking Matters	x	Research Tested	
			Practice Tested	
			Emerging	
			N/A - Please describe below:	
2.2, 2.3, 2.4 2.5, 2.7, 2.9	Harvest of the Month Handouts		Research Tested	

		<table><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	Practice Tested		Emerging		N/A - Please describe below:			
x	Practice Tested										
	Emerging										
	N/A - Please describe below:										
2.2, 2.3, 2.4, 2.5	NEOPB Treasure Hunt Booklet	<table><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></td><td>N/A - Please describe below:</td></tr></table> Approved SNAP-Ed Resource Materials		Research Tested		Practice Tested		Emerging		N/A - Please describe below:	
	Research Tested										
	Practice Tested										
	Emerging										
	N/A - Please describe below:										
2.9	Power Play A Team 2 Table Adventure	<table><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></td><td>N/A - Please describe below:</td></tr></table> Approved SNAP-Ed Resource Materials		Research Tested		Practice Tested		Emerging		N/A - Please describe below:	
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	Practice Tested										
	Emerging										
	N/A - Please describe below:										
2.7	NEOPB Fruit, Vegetable, and Physical Activity Tool Box for Community Educators, Flavors of My Kitchen Cookbook(Eng/Span)	<table><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> Approved SNAP-Ed Resource Materials		Research Tested		Practice Tested		Emerging	x	N/A - Please describe below:	
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	Practice Tested										
	Emerging										
x	N/A - Please describe below:										
2.3, 2.4, 2.5, 2.7, 2.9	My Plate Ten Tips Nutrition Education Series (Hmong, Spanish, English)	<table><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></td><td>N/A - Please describe below:</td></tr></table> Approved SNAP-Ed Resource Materials		Research Tested		Practice Tested		Emerging		N/A - Please describe below:	
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	Practice Tested										
	Emerging										
	N/A - Please describe below:										
2.3, 2.4, 2.5, 2.7, 2.9	Rethink your Drink Choosing Healthy Beverages Lesson with corresponding handouts and posters	<table><tr><td></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>		Research Tested	x	Practice Tested		Emerging		N/A - Please describe below:	
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x	Practice Tested										
	Emerging										
	N/A - Please describe below:										
2.2, 2.3, 2.4, 2.7, 2.9, 1.21	EatFresh.org	<table><tr><td></td><td>Research Tested</td></tr><tr><td></td><td>Practice Tested</td></tr><tr><td>x</td><td>Emerging</td></tr><tr><td></td><td>N/A - Please describe below:</td></tr></table>		Research Tested		Practice Tested	x	Emerging		N/A - Please describe below:	
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x	Emerging										
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2.2, 2.8, 2.9, 2.10, 2.11	CDPH Policy Systems and Environmental Change Resource Guide: Strategies for Increased Access to Healthy Tools, Beverages and Physical Activity	<table><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> Approved SNAP-Ed Resource Materials		Research Tested		Practice Tested		Emerging	X	N/A - Please describe below:	
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	Practice Tested										
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X	N/A - Please describe below:										

WORKSITE WELLNESS SUBCONTRACT SCOPE OF WORK

Activity	Activity Description	Time Frame**	Documentation																								
1.14	Utilize media, social media, blogs, and agency websites each year to promote and cross-promote at least 5 SNAP-Ed activities, success stories, events, community forums, and/or approved messaging, for a total of 15 over three years. Also in Objective 2, and 4.	<p>Year 1</p> <table> <tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr> <tr><td></td><td>X</td><td>X</td><td>X</td></tr> </table> <p>Year 2</p> <table> <tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr> <tr><td>X</td><td>X</td><td>X</td><td>X</td></tr> </table> <p>Year 3</p> <table> <tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr> <tr><td>X</td><td>X</td><td>X</td><td>X</td></tr> </table>	Q1	Q2	Q3	Q4		X	X	X	Q1	Q2	Q3	Q4	X	X	X	X	Q1	Q2	Q3	Q4	X	X	X	X	<p>ATF</p> <p>On file: Facebook analytics, blog analytics,</p> <p>*Contributes to all annual objectives as appropriate</p>
Q1	Q2	Q3	Q4																								
	X	X	X																								
Q1	Q2	Q3	Q4																								
X	X	X	X																								
Q1	Q2	Q3	Q4																								
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1.15	UC CalFresh, Local Health Department (LHD), LHD subcontractors, and other obesity prevention partners will participate in at least 3 FCHIP Quarterly meetings year 1 and 4 FCHIP Quarterly meetings in year 2 and year 3 to align and leverage resources, provide consistent messaging, and enhance impact of funded activities, as appropriate.	<p>Year 1</p> <table> <tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr> <tr><td></td><td>X</td><td>X</td><td>X</td></tr> </table> <p>Year 2</p> <table> <tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr> <tr><td>X</td><td>X</td><td>X</td><td>X</td></tr> </table> <p>Year 3</p> <table> <tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr> <tr><td>X</td><td>X</td><td>X</td><td>X</td></tr> </table>	Q1	Q2	Q3	Q4		X	X	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	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. For example, LHD will provide referrals to UC CalFresh when receiving a request for services outside of the LHD six targeted communities.	<p>Year 1</p> <table> <tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr> <tr><td></td><td>X</td><td>X</td><td>X</td></tr> </table> <p>Year 2</p> <table> <tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr> <tr><td>X</td><td>X</td><td>X</td><td>X</td></tr> </table> <p>Year 3</p> <table> <tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr> <tr><td>X</td><td>X</td><td>X</td><td>X</td></tr> </table>	Q1	Q2	Q3	Q4		X	X	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	X																								
Q1	Q2	Q3	Q4																								
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1.24	LHD Community Coordinator will convene at least 4 meetings in each target community to include UC CalFresh, subcontractors, community and agency champions, and non-SNAP-Ed partners to strategically coordinate SNAP-Ed and non-SNAP-Ed activities, align and leverage resources, provide consistent messaging, and enhance impact of funded activities.	<p>Year 1</p> <table> <tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr> <tr><td></td><td>X</td><td>X</td><td>X</td></tr> </table> <p>Year 2</p> <table> <tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr> <tr><td>X</td><td>X</td><td>X</td><td>X</td></tr> </table> <p>Year 3</p> <table> <tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr> <tr><td>X</td><td>X</td><td>X</td><td>X</td></tr> </table>	Q1	Q2	Q3	Q4		X	X	X	Q1	Q2	Q3	Q4	X	X	X	X	Q1	Q2	Q3	Q4	X	X	X	X	<p>ATF, Agendas, meeting notes, sign in sheets</p> <p>*Contributes to all annual objectives</p>
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1.32	To prepare staff to build Champion capacity and support	<p>Year 1</p> <table> <tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr> </table>	Q1	Q2	Q3	Q4	ATF																				
Q1	Q2	Q3	Q4																								

	community-driven PSE, conduct a staff training using the selected curriculum(a). Throughout the training, staff will learn how to apply community-driven PSE strategies and techniques and how to deliver the training to Champions.	<table border="1"> <tr><td></td><td>x</td><td>x</td><td>x</td></tr> </table> Year 2 <table border="1"> <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 3 <table border="1"> <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>		x	x	x	Q1	Q2	Q3	Q4					Q1	Q2	Q3	Q4					<p>On file: 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>				
	x	x	x																								
Q1	Q2	Q3	Q4																								
Q1	Q2	Q3	Q4																								
3.1	Recruit and qualify at least 5 worksites in year one, 4 worksites in year two, and 4 worksites in year three for a total of 13 worksites (11 worksites and 2 school districts) to participate in the NEOPB Worksite Program by end of year 3.	Year 1 <table border="1"> <tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr> <tr><td></td><td>x</td><td>x</td><td>x</td></tr> </table> Year 2 <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> Year 3 <table border="1"> <tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr> <tr><td>x</td><td>x</td><td>x</td><td>x</td></tr> </table>	Q1	Q2	Q3	Q4		x	x	x	Q1	Q2	Q3	Q4	x	x	x	x	Q1	Q2	Q3	Q4	x	x	x	x	<p>Worksite Program Qualification documents, Activity Tracking Form (ATF)</p> <p>*Contributes to 1.a, 2.a, 3.a</p>
Q1	Q2	Q3	Q4																								
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Q1	Q2	Q3	Q4																								
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x	x	x	x																								
3.2	Complete the “Check for Health” in the California Fit Business Kit with worksites and school districts that have not yet completed.	Year 1 <table border="1"> <tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr> <tr><td></td><td>x</td><td>x</td><td>x</td></tr> </table> Year 2 <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> Year 3 <table border="1"> <tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr> <tr><td>x</td><td>x</td><td>x</td><td>x</td></tr> </table>	Q1	Q2	Q3	Q4		x	x	x	Q1	Q2	Q3	Q4	x	x	x	x	Q1	Q2	Q3	Q4	x	x	x	x	<p>ATF, RE-AIM (PSE Database)</p> <p>On file: Check for Health Documents</p> <p>*Contributes to objective 1.b, 2.b, 3.b</p>
Q1	Q2	Q3	Q4																								
	x	x	x																								
Q1	Q2	Q3	Q4																								
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Q1	Q2	Q3	Q4																								
x	x	x	x																								
3.3	Each of the participating worksites and participating school districts will complete a minimum of 1 activity in the California Fit Business Kit over the contract term.	Year 1 <table border="1"> <tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr> <tr><td></td><td>x</td><td>x</td><td>x</td></tr> </table> Year 2 <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> Year 3 <table border="1"> <tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr> <tr><td>x</td><td>x</td><td>x</td><td>x</td></tr> </table>	Q1	Q2	Q3	Q4		x	x	x	Q1	Q2	Q3	Q4	x	x	x	x	Q1	Q2	Q3	Q4	x	x	x	x	<p>ATF, RE-AIM (PSE Database)</p> <p>ATF, RE-AIM</p> <p>On file: Activity documentation, pictures,</p> <p>*Contributes to 1.b, 2.b, 3.b</p>
Q1	Q2	Q3	Q4																								
	x	x	x																								
Q1	Q2	Q3	Q4																								
x	x	x	x																								
Q1	Q2	Q3	Q4																								
x	x	x	x																								
3.4	Provide ongoing technical assistance to participating worksites and school districts on the California Fit Business Kit.	Year 1 <table border="1"> <tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr> <tr><td></td><td>x</td><td>x</td><td>x</td></tr> </table>	Q1	Q2	Q3	Q4		x	x	x	<p>ATF, RE-AIM (PSE Database)</p> <p>On file: notes, e-mails, TA log</p>																
Q1	Q2	Q3	Q4																								
	x	x	x																								

		<p>Year 2</p> <table> <tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr> <tr><td>x</td><td>x</td><td>x</td><td>x</td></tr> </table> <p>Year 3</p> <table> <tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr> <tr><td>x</td><td>x</td><td>x</td><td>x</td></tr> </table>	Q1	Q2	Q3	Q4	x	x	x	x	Q1	Q2	Q3	Q4	x	x	x	x	*Contributes to objectives 1.a, 2.a, 3.a								
Q1	Q2	Q3	Q4																								
x	x	x	x																								
Q1	Q2	Q3	Q4																								
x	x	x	x																								
3.5	Provide technical assistance and support to 1 participating worksite in year two and 2 participating worksites in year three in developing and implementing at least 1 policy, system, environmental change that will support healthy behavior changes.	<p>Year 1</p> <table> <tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr> <tr><td></td><td></td><td></td><td></td></tr> </table> <p>Year 2</p> <table> <tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr> <tr><td>x</td><td>x</td><td>x</td><td>x</td></tr> </table> <p>Year 3</p> <table> <tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr> <tr><td>x</td><td>x</td><td>x</td><td>x</td></tr> </table>	Q1	Q2	Q3	Q4					Q1	Q2	Q3	Q4	x	x	x	x	Q1	Q2	Q3	Q4	x	x	x	x	<p>ATF, RE-AIM (PSE Database) On file: meetings notes, e-mails, TA log, pictures, media stories</p> <p>*Contributes to objective 2.c, 3.c</p>
Q1	Q2	Q3	Q4																								
Q1	Q2	Q3	Q4																								
x	x	x	x																								
Q1	Q2	Q3	Q4																								
x	x	x	x																								
3.6	Connect each worksite with the Regional Lactation Liaison (WIC) who will provide technical assistance and resources to ensure worksites have lactation accommodations available to their employees.	<p>Year 1</p> <table> <tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr> <tr><td></td><td>x</td><td>x</td><td>x</td></tr> </table> <p>Year 2</p> <table> <tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr> <tr><td>x</td><td>x</td><td>x</td><td>x</td></tr> </table> <p>Year 3</p> <table> <tr><td>Q1</td><td>Q2</td><td>Q3</td><td>Q4</td></tr> <tr><td>x</td><td>x</td><td>x</td><td>x</td></tr> </table>	Q1	Q2	Q3	Q4		x	x	x	Q1	Q2	Q3	Q4	x	x	x	x	Q1	Q2	Q3	Q4	x	x	x	x	<p>meetings notes, e-mails, TA log,</p> <p>*Contributes to objective 1.b, 2.b, 3.b</p>
Q1	Q2	Q3	Q4																								
	x	x	x																								
Q1	Q2	Q3	Q4																								
x	x	x	x																								
Q1	Q2	Q3	Q4																								
x	x	x	x																								

****Time Frame**

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	Curriculum, Toolkit, Resource Name	Level of Evidence Base	
3.1, 3.2, 3.3, 3.4, 3.5	California Fit Business Kit, Posters – Worksite Program		Research Tested
			Practice Tested
		x	Emerging
			N/A - Please describe below:
3.3, 3.4, 3.6	USDA/Choose My Plate	x	Research Tested
			Practice Tested
			Emerging
			N/A - Please describe below:

3.3, 3.4	NEOPB Cookbooks (Flavors of My Kitchen (Eng/Spa), Everyday Healthy Meals (Eng/Spa), Healthy Latino Recipes (Eng/Spa), Soulful Recipes		Research Tested	Approved SNAP-Ed Resource Materials
			Practice Tested	
			Emerging	
		x	N/A - Please describe below:	
3.3	EatFresh.org		Research Tested	Approved SNAP-Ed Resource Materials
			Practice Tested	
		x	Emerging	
			N/A - Please describe below:	
3.5	CDPH Policy Systems and Environmental Change Resource Guide: Strategies for Increased Access to Healthy Tools, Beverages and Physical Activity		Research Tested	Approved SNAP-Ed Resource Materials
			Practice Tested	
			Emerging	
		x	N/A - Please describe below:	

STANDARD ACTIVITIES FOR ALL SUBCONTRACTS

Activity	Description	Timeframe**	Documentation
5.1	Monthly invoices	Due 30 days after the end of each month	Monthly invoices with backup documentation including but not limited to: Checklist, Personnel Salaries and Benefits, Summary Spreadsheets, Bi-weekly Time Logs or timesheets, detail for travel, receipts, invoices, recipes
5.2	Enter program activity data entry into ATF database.	Due Jan. 15, Apr. 15, Jul. 15, Oct. 15 Year 1 reporting will only include April 30, July 31 and October 31.	Program activity, demographic and participation data entry single sessions provided into ATF.
5.3	Work with Department to complete the Semi-Annual Progress Report	Due Apr. 15 and Oct. 15	May include but is not limited to: backup documentation, pictures, evaluation reports, policies, success stories, press releases, challenges and strategies to address them, fiscal reports.
5.4	Submit Quarterly Champions for Change Narrative Reports on progress towards meeting subcontractors' respective activities.	Due January 31, April 30, July 31 and October 31 for Year 1, 2, & 3 Year 1 reporting will only include April 30, July 31 and October 31.	Back up documentation includes Champions for Change Narrative Report. Respective back up documentation for activity reporting <u>must be kept on file</u> by activity number and quarter and readily accessible if needed. This includes but not limited to: <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)
5.5	Work with Department-contracted Evaluator to evaluate and to comply with required and PSE change evaluation activities	Ongoing	Evaluation Reports, RE-AIM and Success Stories
5.6	Participate in Department and State periodic in-person trainings and webinars as appropriate.	Ongoing	ATF, Department Quarterly Champions for Change Narrative Reports
5.7	Participate in Champions for Change Program Lead meetings and All Team meetings as scheduled.	Ongoing	Agenda, meeting notes

5.8	Participate in FCHIP workgroups as appropriate to communicate, cross-promote, facilitate a coordinated approach to enhance the consistency of nutrition messaging and integrate activities with contractors and community partners to improve access to healthy foods and physical activity in target communities.	Ongoing	Agenda, meeting notes
5.9	Work with community engagement subcontractor to engage champions in completing scope of work activities as appropriate and to the extent feasible.	Ongoing	ATF, E-mail communication, Champion Engagement System, pictures, success story

****Time Frame:**

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)

YEAR ONE

1. Staffing: Salary/Benefits:

Position #	Position Title	Name	FTE	SNAP-Ed Time Spent		Annual Salary	Total SNAP-Ed Salary	Benefit Rate	Total SNAP-Ed Benefits	SNAP-Ed Admin Costs	Total SNAP-Ed Funded Salary and
				% of SNAP-Ed Time spent on Mgmt/Admin Duties	% of SNAP-Ed Time spent on Direct SNAP-Ed Delivery						
1	Program Director	Brandi Muro	0.10	95.00%	5.00%	\$ 53,072.31	\$5,307.23	21.00%	\$1,114.52	\$6,100.66	\$6,422
2	Program Coordinator	Michelle Alcantara	1.00	5.00%	95.00%	\$ 35,009.70	\$35,009.70	21.00%	\$7,352.04	\$2,118.09	\$42,362
3	Program Coordinator	Karen Ard	1.00	5.00%	95.00%	\$ 35,009.70	\$35,009.70	30.00%	\$10,502.91	\$2,275.63	\$45,513
4	Program Coordinator	Norma Vail	0.75	5.00%	95.00%	\$ 35,009.70	\$26,257.28	30.00%	\$7,877.18	\$1,706.72	\$34,134
			2.85	Total Staffing: Salary/Benefits:			\$101,584		\$26,847	\$12,201	\$128,431

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

Describe what is covered in the benefit rate for your agency. Health-0.105%, Vision-0.004%, Dental-0.009%, Life Ins-0.007%, WC-0.011%, SUI-0.010%, Pension,0.080%

2. Non-Capital Equipment/Supplies:

	Budget Item	Description/Justification	FTE	Cost per Item	# of Items	Total
1	Office Supplies	General Supplies, duplicating, postage (1.65FTE x \$75 per month x 9 months)	2.85	\$50.00	9	\$1,283
Theft-sensitive equipment/supplies that are less than \$5,000 (Computers, printers, projectors, etc.)						
1						\$0
Total Supplies:						\$1,283

3. Materials:

	Budget Item	Description/Justification	Cost per Item	# of Items	Total
1	Food Demonstrations/Taste	1 Food demonstrations per retail location reaching 50 people per demonstration (1 x 15 x 50) + food demonstrations for worksites (11 sites x 25	\$0.60	1025	\$615
2	Fruit and Veggie Fest	Materials for two Fruit and Veggie Fest events. Materials include: signage, fliers, food demo items, rental of generator	\$255.00	2	\$510
3	Worksite Program Materials	NEOP approved worksite materials such as recipe cards, posters, and other nutrition education materials	\$1.00	283	\$283
Total Materials:					\$1,408

4. Travel:

	Position Title/Name	Location	Description/Justification	Trips	FTE	Days	Nights	Per Diem	Lodging	Air	Miles @ \$.54	Reg. Fee	Other	Total
In-State														
1	3 Program Coordinators and 1 Program Director	Fresno County	Travel within Reedley, Parlier, Sanger, Kerman, Lowell and West Fresno to work with 15 retail locations and 11 worksite locations. 9 months x 6 communities x 4 visits per month x 15 miles per trip. May also include	162	2.85						1312.20			\$1,312

Out-of-State											
1											\$0
Total Travel:											\$1,312.20

5. Building/Space:

	Location Name/Address	Calculation Description	FTE	Cost per Month	# of Mo(s).	Total
1	Rent	(\$1.34 x 426.6 Sq. Ft.) + \$50.40 per month Ins. X 1.65FTE	2.85	622	9	\$15,954
Total Building/Space:						\$15,954

6. Maintenance:

	Location Name/Address	Calculation Description	FTE	Cost per Month	# of Mo(s).	Total
1	Communications	Phone, fax, Internet, IT Support (1.65FTE x \$190 per month x 9 months)	2.85	\$190.00	9	\$4,874
Total Maintenance:						\$4,874

7. Equipment and Other Capital Expenditures:

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

8. Consultants

	Organization Name	Description of Service(s)	Total
1			\$0
Total Consultants:			\$0

9. Indirect Costs:

	Calculation Method	Indirect Cost Rate	Total Admin/Program Dollars	Total
1		15.00%	\$153,261	\$22,989.16
Total Indirect Costs:				\$22,989

Total Year 1 Budget:					\$176,250
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YEAR TWO

1. Staffing: Salary/Benefits:

Position #	Position Title	Name	FTE	SNAP-Ed Time Spent		Annual Salary	Total SNAP-Ed Salary	Benefit Rate	Total SNAP-Ed Benefits	SNAP-Ed Admin Costs	Total SNAP-Ed Funded Salary and
				% of SNAP-Ed Time spent on Mgmt/Admin Duties	% of SNAP-Ed Time spent on Direct SNAP-Ed Delivery						
1	Program Director	Brandi Muro	0.06	95.00%	5.00%	\$ 70,763.08	\$4,245.78	21.00%	\$891.61	\$4,880.53	\$5,137
2	Program Coordinator	Michelle Alcantara	1.00	5.00%	95.00%	\$ 46,679.60	\$46,679.60	21.00%	\$9,802.72	\$2,824.12	\$56,482
3	Program Coordinator	Karen Ard	1.00	5.00%	95.00%	\$ 46,679.60	\$46,679.60	30.00%	\$14,003.88	\$3,034.17	\$60,683
4	Program Coordinator	Norma Vail	0.50	5.00%	95.00%	\$ 46,679.60	\$23,339.80	30.00%	\$7,001.94	\$1,517.09	\$30,342
			2.56	Total Staffing: Salary/Benefits:			\$120,945		\$31,700	\$12,256	\$152,645

Definition and basis for calculations of benefit rate(s): Health-0.105%, Vision-0.004%, Dental-0.009%, Life Ins-0.007%, WC-0.011%, SUI-0.010%, Pension-0.080%

2. Non-Capital Equipment/Supplies:

Budget Item		Description/Justification	FTE	Cost per Item	# of Items	Total
1	Office Supplies	General Supplies, duplicating, postage (1.48FTE x \$100 per month x 12 months)	2.56	\$100.00	12	\$3,072
Theft-sensitive equipment/supplies that are less than \$5,000 (Computers, printers, projectors, etc.)						
1						\$0
Total Supplies:						\$3,072

3. Materials:

Budget Item	Description/Justification	Cost per Item	# of Items	Total
1 Food Demonstrations/Taste	2 Food demonstration per retail location reaching 50 people per demonstration (2 x 15 x 50) and 2 per worksite location reaching 25 people (11x25x2)	\$0.60	2050	\$1,230
2 Fruit and Veggie Fest	Materials for two Fruit and Veggie Fest events. Materials include: signage, fliers, food demo items, rental of generator, radio remote	\$352.50	2	\$705
3 Worksite approved NEOP	NEOP approved worksite materials such as recipe cards, posters, and other nutrition education materials	\$1.00	150	\$150
Total Materials:				\$2,085

4. Travel:

	Position Title/Name	Location	Description/ Justification	Trips	FTE	Days	Nights	Per Diem	Lodging	Air	Miles @ \$.54	Reg. Fee	Other	Total
	In-State													
1	3 Program Coordinators and 1 Program Director	Fresno County	Travel within the six communities: Reedley, Parlier, Sanger, Kerman, Lowell and West Fresno to work with Retail and worksite locations. 12 months x 6 communities x 2 visits per month x 15 miles per trip	144	2.56						1,166.40			\$1,166.40
	Out-of-State													
1														\$0
2														\$0
	Total Travel:													\$1,166.40

5. Building/Space:

	Location Name/Address	Calculation Description	FTE	Cost per Month	# of Mo(s).	Total
1	Rent	(\$1.34 x 426.6 Sq. Ft.) + \$50.40 per month Ins. X 1.48FTE	2.56	\$622.00	12	\$19,108
2						\$0
Total Building/Space:						\$19,108

6. Maintenance:

	Location Name/Address	Calculation Description	FTE	Cost per Month	# of Mo(s).	Total
1	Communications	Phone, fax, Internet, IT Support (1.48FTE x \$190 per month x 12 months)	2.56	\$190.00	12	\$5,837
2						\$0
3						\$0
Total Maintenance:						\$5,837

7. Equipment and Other Capital Expenditures:

	Budget Item	Description/Justification	FTE	Cost per Item	# of Items	Misc.	Total
1							\$0
2							\$0
Total Equipment:							\$0

8. Consultants

	Organization Name	Description of Service(s)	Total
1			\$0
2			\$0
Total Consultants:			\$0

9. Indirect Costs:

				\$183,912.98
	Calculation Method	Indirect Cost Rate	Total Admin/Program Dollars	Total
1		15.00%	183,912.98	\$27,586.95
Total Indirect Costs:				\$27,587
Total Year 2 Budget:				\$211,500

YEAR THREE

1. Staffing: Salary/Benefits:

Position #	Position Title	Name	FTE	SNAP-Ed Time Spent		Annual Salary	Total SNAP-Ed Salary	Benefit Rate	Total SNAP-Ed Benefits	SNAP-Ed Admin Costs	Total SNAP-Ed Funded Salary and
				% of SNAP-Ed Time spent on Mgmt/Admin Duties	% of SNAP-Ed Time spent on Direct SNAP-Ed Delivery						
1	Program Director	Brandi Muro	0.06	95.00%	5.00%	\$ 70,763.08	\$4,245.78	21.00%	\$891.61	\$4,880.53	\$5,137
2	Program Coordinator	Michelle Alcantara	1.00	5.00%	95.00%	\$ 46,679.60	\$46,679.60	21.00%	\$9,802.72	\$2,824.12	\$56,482
3	Program Coordinator	Karen Ard	1.00	5.00%	95.00%	\$ 46,679.60	\$46,679.60	30.00%	\$14,003.88	\$3,034.17	\$60,683
4	Program Coordinator	Norma Vail	0.50	5.00%	95.00%	\$ 46,679.60	\$23,339.80	30.00%	\$7,001.94	\$1,517.09	\$30,342
			2.56	Total Staffing: Salary/Benefits:			\$120,945		\$31,700	\$12,256	\$152,645

Definition and basis for calculations of benefit rate(s): Health-0.105%, Vision-0.004%, Dental-0.009%, Life Ins-0.007%, WC-0.011%, SUI-0.010%, Pension,0.080%

2. Non-Capital Equipment/Supplies:

Budget Item		Description/Justification	FTE	Cost per Item	# of Items	Total
1	Office Supplies	General Supplies, duplicating, postage (1.48FTE x \$100 per month x 12 months)	2.56	\$100.00	12	\$3,072
2						\$0
<i>Theft-sensitive equipment/supplies that are less than \$5,000 (Computers, printers, projectors, etc.)</i>						
1						\$0
2						\$0
Total Supplies:						\$3,072

3. Materials:

	Budget Item	Description/Justification	Cost per Item	# of Items	Total
1	Food Demonstrations/Taste Testing	2 Food demonstrations per retail location reaching 50 people per demonstration (2 x 15 x 50) and 2 Food demonstrations at each worksite reaching 25 people(11 x 2 x25)	\$0.60	2050	\$1,230
2	Fruit and Veggie Fest	Materials for two Fruit and Veggie Fest events. Materials include: signage, fliers, food demo items, rental of generator, radio remote	\$352.50	2	\$705
3	Worksite approved NEOP	NEOP approved worksite materials such as recipe cards, posters, and other nutrition education materials	\$1.00	150	\$150
	Total Materials:				\$2,085

4. Travel:

Position Title/Name	Location	Description/ Justification	Trips	FTE	Days	Nights	Per Diem	Lodging	Air	Miles @ \$.54	Reg. Fee	Other	Total
In-State													

			Travel within the six communities: Reedley, Parlier, Sanger, Kerman, Lowell and West Fresno to work with Retail and Worksite locations. 12 months x 6 communities x 1 visits per month x 15 miles per trip										
1	3 Program Coordinators and 1 Program Director	Fresno County		144	2.56					1166.4			\$1,166.40
	Out-of-State												
19													\$0
	Total Travel:												\$1,166.40

5. Building/Space:

	Location Name/Address	Calculation Description	FTE	Cost per Month	# of Mo(s).	Total
1	Rent	(\$1.34 x 426.6 Sq. Ft.) + \$50.40 per month Ins. X 1.48FTE	2.56	\$622.00	12	\$19,108
2						\$0
	Total Building/Space:					\$19,108

6. Maintenance:

	Location Name/Address	Calculation Description	FTE	Cost per Month	# of Mo(s).	Total
1	Communications	Phone, fax, Internet, IT Support (1.48FTE x \$190 per month x 12 months)	2.56	\$190.00	12	\$5,837
2						\$0
	Total Maintenance:					\$5,837

7. Equipment and Other Capital Expenditures:

	Budget Item	Description/Justification	FTE	Cost per Item	# of Items	Misc.	Total
1							\$0
2							\$0
							\$0

8. Consultants

	Organization Name	Description of Service(s)	Total
1			\$0
2			\$0
	Total Consultants:		\$0

9. Indirect Costs:

				\$183,912.98
	Calculation Method	Indirect Cost Rate	Total Admin/Program Dollars	Total
1	15% of all expenses	15.00%	\$183,912.98	\$27,586.95
	Total Indirect Costs:			\$27,587

Total Year 3 Budget:			\$211,500
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EXHIBIT C

STANDARD GRANT CONDITIONS

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

7. FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:

Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of all grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of any applicable state or federal law, or the provisions of this Grant. Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.

8. GOVERNING LAW: This Grant is governed by and shall be interpreted in accordance with the laws of the State of California.

9. INCOME RESTRICTIONS: Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Grant shall be paid by the Grantee to the Department, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the Department under this Grant.

10. INDEPENDENT GRANTEE: Grantee, and its agents and employees of Grantee, in the performance of the Project, shall act in an independent capacity and not as officers, employees or agents of the Department.

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

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

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

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

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

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

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

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

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

SELF-DEALING TRANSACTION DISCLOSURE FORM

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

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

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

INSTRUCTIONS

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

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