Agreement No. 16-698

## **AGREEMENT**

THIS AGREEMENT is made and entered into this <u>13th</u> day of <u>December</u>, 2016, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and **FRESNO COUNTY SUPERINTENDENT OF SCHOOLS**, a California Educational Organization, whose address is 1111 Van Ness Avenue, Fresno, California, 93721, 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. <u>RESPONSIBILITIES</u>

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

## 2. <u>TERM</u>

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

# 3. <u>TERMINATION</u>

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

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

) An illegal or improper use of funds;

2) A failure to comply with any term of this Agreement;

3) A substantially incorrect or incomplete report submitted to COUNTY;

4) Improperly performed service.

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

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

#### 4. <u>COMPENSATION</u>

A. COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation at the rates as identified in Exhibit B, attached hereto and incorporated herein by this reference. For the period of January 1, 2017 through and including September 30, 2017, in no event shall actual services performed under this Agreement be in excess of Two Hundred Ten Thousand and No/100 Dollars (\$210,000.00). For the period of October 1, 2017 through and including September 30, 2018 and each subsequent renewal year thereafter, in no event shall actual services performed under this Agreement be in excess of Two Hundred September 30, 2018 and each subsequent renewal year thereafter, in no event shall actual services performed under this Agreement be in excess of Two Hundred Fifty-Two Thousand and No/100 Dollars (\$252,000.00). It is understood that all expenses incidental to CONTRACTOR's performance of actual services under this Agreement shall be borne by CONTRACTOR.

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

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

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

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

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

# 5. <u>INVOICING</u>

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

#### 6.

#### INDEPENDENT CONTRACTOR

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

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

#### 7. <u>MODIFICATION</u>

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

#### 8. <u>NON-ASSIGNMENT</u>

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

## 9. <u>HOLD-HARMLESS</u>

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

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

# 10. **INSURANCE**

-	10.	INSUI	NAIVUL
2		Withou	ut limiting the COUNTY's right to obtain indemnification from CONTRACTOR
3	or any third p	arties, (	CONTRACTOR, at its sole expense, shall maintain in full force and effect the
1	following ins	urance	policies throughout the term of this Agreement:
5		A.	Commercial General Liability
5			Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis.
3			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
-		D.	Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000) per person, Five
3			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
ł			combined single limit of Five Hundred Thousand Dollars (\$500,000). Coverage should include owned and non-owned vehicles used in connection with this
5			Agreement.
5		C.	Professional Liability
3			If CONTRACTOR employs licensed professional staff ( <i>e.g.</i> 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.
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_		D.	Worker's Compensation
2			A policy of Worker's Compensation Insurance as may be required by the California Labor Code.
3		E.	Child Abuse/Molestation and Social Services Liability
ł			Sexual Abuse / Molestation Liability Insurance (including but not limited to
5			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.
,		CONT	RACTOR shall obtain endorsements to the Commercial General Liability

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

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

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

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

#### 11. <u>CONFIDENTIALITY</u>

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

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

# 12. DATA SECURITY

1)

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

A. <u>CONTRACTOR-Owned Mobile, Wireless, or Handheld Devices</u>

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

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. <u>CONTRACTOR-Owned Computers or Computer Peripherals</u>

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. <u>COUNTY-Owned Computer Equipment</u>

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

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

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

## 13. <u>NON-DISCRIMINATION</u>

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

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## 14. <u>LICENSES/CERTIFICATION</u>

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

#### 15. <u>COMPLIANCE WITH STATE REQUIREMENTS</u>

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

#### 16. <u>PROPERTY OF COUNTY</u>

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

#### 17. <u>RECORDS</u>

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

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

#### 18. <u>REPORTS</u>

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

## **19. PROHIBITION OF PUBLICITY**

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

#### 20. <u>DISCLOSURE OF SELF-DEALING TRANSACTIONS</u>

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

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

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

#### 21. <u>AUDITS AND INSPECTIONS</u>

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. <u>NOTICES</u>

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

#### <u>COUNTY</u>

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

#### CONTRACTOR

Superintendent of Schools Fresno County Superintendent of Schools 1111 Van Ness Ave. Fresno, CA 93721

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

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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. <u>SEVERABILITY</u>

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. <u>ENTIRE AGREEMENT</u>

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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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and 1 year first hereinabove written. 2 3 **COUNTY OF FRESNO:** CONTRACTOR: 4 FRESNO COUNTY SUPERINTENDENT **OF SCHOOLS** 5 6 By Ent Bully M Chairman, Board of Supervisors By 7 Jim Yovino, Superintendent Print Name: 8 Date: 12-13-16 9 Title: Chairman of the Board, or 10 President, or any Vice President 11 BERNICE E. SEIDEL, Clerk 11-21-10 Date: 12 Board of Supervisors 13 Bv 14 By Susan Bishop Deputy Print Name: Kic 15 Date: 12-13-16 Title: DEDUTY Superintendent /CEO 16 Secretary (of Corporation), or any Assistant Secretary, or 17 Chief Financial Officer, or 18 any Assistant Treasurer 19 PLEASE SEE ADDITIONAL Date: 11-22-14 20 SIGNATURE PAGE ATTACHED 21 22 23 Mailing Address: 24 11111 Van Ness Ave. Fresno, CA 93721 25 Phone #: (559) 265-3000 26 Contact: Jim Yovino, Superintendent of Schools E-mail: jyovino@fcoe.org 27 28

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

By

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

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REVIEWED AND RECOMMENDED FOR APPROVAL:

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By

David Pomaville Director Department of Public Health

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 Fund/Subclass:
 0001/10000

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 Organization:
 56201662

 Account #:
 7295

# SCHOOL WELLNESS SUBCONTRACT SCOPE OF WORK

Activity	Activity Description	Time Frame**	Documentation
1.9	Provide at least 19 single session nutrition and physical activity education to at least 304 unduplicated eligible individuals at qualifying community centers, schools,	Year 1           Q1         Q2         Q3         Q4           X         X         X         X	Activity Tracking Form (ATF), Reporting Tools Workbook (RTW), Sign-in sheets, evaluation tools
	afterschool's, churches, worksites, public housing locations, retail locations, summer lunch programs and food distributions in year one. Provide at least 25 single	Year 2           Q1         Q2         Q3         Q4           X         X         X         X	
	sessions reaching 400 unduplicated eligible individuals in year 2 and year 3. Taste-testing will be included. LHD will conduct education activities in LHD six targeted communities only. UCCE will conduct education activities	Year 3           Q1         Q2         Q3         Q4           X         X         X         X	*Contributes to objective 1.e,2.d,3.e
	in other communities throughout Fresno County.		
1.15	UC CalFresh, Local Health Department (LHD), LHD subcontractors, and other obesity prevention partners will	Year 1           Q1         Q2         Q3         Q4           X         X         X	ATF
	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	Year 2 Q1 Q2 Q3 Q4 X X X X Year 3	On file: Agenda, Notes
	appropriate.	Q1 Q2 Q3 Q4 X X X X X	*Contributes to CNAP requirement
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	Year 1           Q1         Q2         Q3         Q4           X         X         X         X	Referral Log, e-mails
	population. For example, LHD will provide referrals to UC CalFresh when receiving a request for services outside of the LHD six targeted communities.	Year 2           Q1         Q2         Q3         Q4           X         X         X         X	
		Year 3           Q1         Q2         Q3         Q4           X         X         X         X	*Contributes to annual objective 1.e,2.d,3.e
1.18	Provide training and ongoing support to at least 60 youth champions and to at least 75 youth champions in year two and year three to complete nutrition and physical activity	Year 1           Q1         Q2         Q3         Q4           X         X         X         X	ATF On file: Sign-in sheets, agendas, evaluations, pictures, Champion Engagement System (tracking),
	PSE projects.	Year 2 Q1 Q2 Q3 Q4 X X X X Year 3	identified project documentation
		Q1 Q2 Q3 Q4 X X X X	*Contributes to annual objective 1.e,2.d,3.e
1.24	LHD Community Coordinator (Nutritionists) will convene	Year 1	ATF, Agendas, meeting notes, sign in sheets

## Exhibit A Page **2** of **9**

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	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	Q1         Q2         Q3         Q4           X         X         X         X           Year 2           Q1         Q2         Q3         Q4           X         X         X         X	
	messaging, and enhance impact of funded activities.	Year 3 Q1 Q2 Q3 Q4 X X X X	*Contributes to all annual objectives
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.	Year 1           Q1         Q2         Q3         Q4           x         x         X         X           Year 2         Q1         Q2         Q3         Q4	ATF On file: curricula, training agenda and materials, sign in sheet, pictures, evaluations
		Year 3           Q1         Q2         Q3         Q4	*Contributes to annual objectives 1.b,2.a, 2.b,3.a, 3.b
2.9	Collaborate and support nutrition education activities in cafeterias, classrooms and afterschool programs to promote locally sourced fruit and vegetables offered on the school menu within participating F2T schools sites distributing produce boxes to parents and neighbor residents.	Year 1 Q1 Q2 Q3 Q4 x x x Year 2 Q1 Q2 Q3 Q4 x x x x Year 3	ATF, RTW On file: Agenda, Sign-in sheet, notes, handouts
		Q1         Q2         Q3         Q4           x         x         x         x	*Contributes to objective 1.b, 2.b, 3.b
4.1	Review and assess participating schools' current wellness policies.	Year 1           Q1         Q2         Q3         Q4           x	On file: Copies of policies
		Year 2 Q1 Q2 Q3 Q4 x Year 3 Q1 Q2 Q3 Q4 x Vear 4 x Year 3	*Contributes to objective 1.a, 2.a, 3.a
4.2	Provide ongoing support to at least 2 qualifying school districts/sites in developing and implementing an environmental support for nutrition and physical activity. At least 1 school district and 1 school site annually will identify and implement nutrition or physical activity	Year 1           Q1         Q2         Q3         Q4           x         x         x         x           Year 2         Q1         Q2         Q3         Q4           x         x         x         x         x	ATF, RE-AIM (PSE Database) On file: Agendas, meeting notes, standard/policy documentation

	standard or policy and revise wellness policy.		
	standard of policy and revise weilless policy.	Year 3	
		Q1         Q2         Q3         Q4           x         x         x         x	*Contributes to objective 1.a, 2.a, 3.a
4.6	Provide nutrition and physical activity education in the form of interactive USDA approved lessons in qualifying preschool, elementary, and high schools and after schools to 3,750 youth in year one, 5,000 youth in year two, and	Year 1 Q1 Q2 Q3 Q4 x x x Year 2	ATF, teacher survey
	6,500 in year three. Taste-testing will be included.	Q1 Q2 Q3 Q4 x x x x x Year 3	*Contributor to objective 1 c 2 c 2 c
		Q1         Q2         Q3         Q4           x         x         x         x	*Contributes to objective 1.c, 2.c, 3.c
4.7	Work with Evaluator subcontractor to conduct Impact Outcome Evaluation (IOE) by providing at least 12 class series (5-8 lessons) nutrition and physical activity	Year 1           Q1         Q2         Q3         Q4           x         x         x         x	Sign-in sheets, ATF, SPAN pre/post evaluation,
	education to reach 200 sixth through eighth grade youth. Taste-testing will be included.	Year 2           Q1         Q2         Q3         Q4           x         x         x         x	
		Year 3           Q1         Q2         Q3         Q4           x         x         x         x	*Contributes to objective 1.c, 2.c, 3.c
4.8	Provide indirect nutrition and physical activity education to 3,750 parents in year 1; 5,500 parents in year 2; and 5,500 parents in year 3 of preschool, elementary, middle,	Year 1           Q1         Q2         Q3         Q4           x         x         x         x	ATF, RTW
	and high schools students in the form of newsletters, homework assignments, cookbooks, and other educational materials. LHD Sub D will conduct education	Year 2           Q1         Q2         Q3         Q4           x         x         x         x	
	activities in 4 school districts located in LHD six targeted communities only. UCCE will conduct education activities in other school districts throughout Fresno County.	Year 3           Q1         Q2         Q3         Q4           x         x         x         x	*Contributes to objective 1.d, 2.d, 3.d
4.9	Provide technical assistance to at least 1 school site annually implementing Smarter Lunchrooms within the Parlier, Sanger, Kerman, and/or Reedley School Districts.	Year 1           Q1         Q2         Q3         Q4           x         x         x         x	ATF, RE-AIM (PSE Database), and SLM Scorecard
		Year 2           Q1         Q2         Q3         Q4           x         x         x         x	*Contributes to objective 1.b, 2.b, 3.b
		Year 3           Q1         Q2         Q3         Q4           x         x         x         x	

## Exhibit A Page **4** of **9**

4.12	Coordinate and/or participate in at least 4 nutrition education and physical activity school events targeting 1,100 students in year one, 1,200 students in year two,	Year 1           Q1         Q2         Q3         Q4           x         x         x	ATF, On file: Facebook analytics, blog analytics,
	and 1,300 students in year three targeting participating elementary, middle or high school sites.	Year 2           Q1         Q2         Q3         Q4           x         x         x         x	*Contributes to all objectives as appropriate
		Year 3           Q1         Q2         Q3         Q4           x         x         x         x	
4.14	Coordinate and/or participate in at least 3 nutrition education and physical activity school events targeting	Year 1           Q1         Q2         Q3         Q4           x         x         x         x	ATF, RTW
	1,100 students in year one, and at least 4 nutrition education and physical activity school events targeting 1,200 students in year two, and 1,300 students in year three targeting participating elementary, middle or high	Year 2           Q1         Q2         Q3         Q4           x         x         x         x	On file: Agenda, sign-in sheet, flyers, pictures, media stories
	school sites.	Year 3 Q1 Q2 Q3 Q4 x x x x x	*Contributes to objective 1.d, 2.d, 3.d
4.15	Provide trainings for teachers, preschool staff, afterschool staff and other school personnel who are conducting nutrition education/obesity prevention intervention	Year 1           Q1         Q2         Q3         Q4           x         x         x         x	ATF, RTW, UCCE teacher enrollment forms On file: Sign-in sheets, agendas, extender
	activities with SNAP-Ed eligible population and environmental support in qualified locations.	Year 2           Q1         Q2         Q3         Q4           x         x         x         x	enrollment paperwork
		Year 3 Q1 Q2 Q3 Q4 x x x x x	*Contributes to objective 1.c, 2.c, 3.c
4.16	In partnership with the California Department of Education, support Prevention First school wellness events in Fresno County.	Year 1           Q1         Q2         Q3         Q4           x         x         x         x	ATF, RTW
		Year 2           Q1         Q2         Q3         Q4           x         x         x         x	*Contributes to objective 1.c, 2.c, 3.c
	Voor & Quarter	Year 3           Q1         Q2         Q3         Q4           x         x         x         x	

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)

Activity	Curriculum, Toolkit, Resource Name	Level of Evidence Base
4.4, 4.9, 4.10,	Smarter Lunchrooms Movement Materials	x Research Tested
4.11		Practice Tested
		Emerging
		N/A - Please describe below:
4.6, 4.16	Dairy Council of California, Nutrition Pathfinders program for 4th and 5th grades.	Research Tested
		x Practice Tested
		Emerging
		N/A - Please describe below:
4.6, 4.16	USDA TEAM Nutrition, Serving Up MyPlate: A Yummy Curriculum for grades 1-6	Research Tested
		x Practice Tested
		Emerging
		N/A - Please describe below:
4.6, 4.7, 4.16	CDPH Harvest of the Month Workbooks	Research Tested
		Practice Tested
		x Emerging
		x N/A - Please describe below:
		Approved SNAP-Ed Resource Materials
4.2, 4.6, 4.14,	CATCH, Coordinated Approach to Child Health Program for preschool through 8 <sup>th</sup>	Research Tested
4.16	and afterschool.	x Practice Tested
		Emerging
		N/A - Please describe below:
4.6, 4.16	Dairy Council of California, Exercise Your Options program for middle school.	Research Tested
		x Practice Tested
		Emerging
		N/A - Please describe below:
4.3	Project Lean – Parents In Action	Research Tested
		Practice Tested
		Emerging
		x N/A - Please describe below:
		Approved SNAP-Ed Resource Materials
1.9, 4.3, 4.8	NEOPB Cookbooks (Flavors of My Kitchen (Eng/Spa), Everyday Healthy Meals	Research Tested
	(Eng/Spa), Healthy Latino Recipes (Eng/Spa), Soulful Recipes	Practice Tested
		Emerging

## Educational Materials, Resources, and Curriculum

		x N/A - Please describe below:
		Approved SNAP-Ed Resource Materials
4.4, 4.6, 4.16	SPARK, Sports, Play & Active Recreation for Kids Program for Preschool through	x Research Tested
	12 <sup>th</sup> and afterschool.	Practice Tested
		Emerging
		N/A - Please describe below:
1.9, 2.9, 4.3,	My Plate Ten Tips Nutrition Education Series (Hmong, Spanish, English)	Research Tested
4.6, 4.8, 4.14		Practice Tested
		Emerging
		x N/A - Please describe below:
		Approved SNAP-Ed Resource Materials
4.2, 2.9	CDPH Policy Systems and Environmental Change Resource Guide: Strategies for	Research Tested
	Increased Access to Healthy Tools, Beverages and Physical Activity	Practice Tested
		Emerging
		x N/A - Please describe below:
		Approved SNAP-Ed Resource Materials
1.9, 2.9	Harvest of the Month handouts (California)	Harvest of the Month handouts
		(California)
1.9, 2.9	EatFresh.org	Research Tested
		Practice Tested
		x Emerging
		N/A - Please describe below:
1.9	USDA MyPlate Posters	Research Tested
		Practice Tested
		Emerging
		x N/A - Please describe below:
		Approved SNAP-Ed Resource Materials
1.9	Prevent Portion Distortion handout (Spanish, English)	Research Tested
	http//food.unl.edu/freeprevent-portion-distortion-powerpoint	Practice Tested
		Emerging
		x N/A – Please describe below:
		University of Nebraska Extension
1.9	Cooking Matters	x Research Tested
		Practice Tested
		Emerging
		N/A – Please describe below:

1.9, 4.8	NEOPB Recipe Cards	Research Tested
		Practice Tested
		Emerging
		x N/A – Please describe below:
		Approved SNAP-Ed Resource Materials
1.9	Dairy Council Beverages: Make Every Sip Count	Research Tested
		Practice Tested
		Emerging
		x N/A - Please describe below:
		Approved SNAP-Ed Resource Materials
1.9	Latino Campaign, Toolbox for Community Educators	Research Tested
		x Practice Tested
		Emerging
		N/A - Please describe below:
1.9	Body and Soul	Research Tested
		x Practice Tested
		Emerging
		N/A - Please describe below:
1.9	Champions for Change (CA)	Research Tested
		x Practice Tested
		Emerging
		N/A - Please describe below:
1.9	Eat Right When Money's Tight	Research Tested
		x Practice Tested
		Emerging
		N/A - Please describe below:
2.9	Power Play A Team 2 Table Adventure	Research Tested
		Practice Tested
		Emerging
		N/A - Please describe below:
		Approved SNAP-Ed Resource Materials

# STANDARD ACTIVITIES FOR ALL SUBCONTRACTS

Activity	Description	Timeframe**	Documentation
5.1	Monthly invoices Enter program activity data entry into ATF database.	Due 30 days after the end of each month Due Jan. 15, Apr.	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 Program activity, demographic and participation
5.2		15, Jul. 15, Oct. 15 Year 1 reporting will only include April 30, July 31 and October 31.	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.	<ul> <li>Back up documentation includes Champions for</li> <li>Change Narrative Report. Respective back up</li> <li>documentation for activity reporting <u>must be kept</u></li> <li><u>on file</u> by activity number and quarter and readily</li> <li>accessible if needed. This includes but not limited</li> <li>to: <ul> <li>Nutrition and physical activity single session</li> <li>classes (sing in sheets, agenda, data cards)</li> <li>Events (event flyer, pictures)</li> <li>Trainings/Meetings (agenda, Notes)</li> </ul> </li> <li>PSE (Meeting Agendas, e-mails, pictures)</li> </ul>
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	Ongoing	Agenda, meeting notes

	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.		
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	% of SNAP-Ed Time spent on	Time Spent % of SNAP-Ed Time spent on Direct SNAP-Ed Delivery	Annual Salary	Total SNAP- Ed Salary	Benefit Rate	Total SNAP- Ed Benefits	SNAP-Ed Admin Costs	Total SNAP- Ed Funded Salary and Benefits
1	Consultant 1	Cyndi Dean	1.00	10.00%	90.00%	\$ 73,256.00	\$73,256.00	20.00%	\$14,651.20	\$8,790.72	\$87,907
2	Project Specialist	Charles Clancy	1.00	0.00%	100.00%	\$ 40,487.00	\$40,487.00	20.00%	\$8,097.40	\$0.00	\$48,584
3	Project Specialist	Jason Wara	1.00	0.00%	100.00%	\$ 40,487.00	\$40,487.00	20.00%	\$8,097.40	\$0.00	\$48,584
4	Senior Director	In-Kind: Randy Mehrten	1.00	5.00%		\$ -	\$0.00	0.00%	\$0.00	\$0.00	\$0
5	Coordinator II	In-Kind: Brent Smither	1.00		10.00%	\$ -	\$0.00	0.00%	\$0.00	\$0.00	\$0
			5.00	Total Staffing:	Salary/Benefits:		\$154,230		\$30,846	\$8,791	\$185,076

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

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

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

	Budget Item	Description/Justification	FTE	Cost per Item	# of Items	Total
1		No items identified				\$0
		Theft-sensitive equipment/supplies that are less than \$5,000 (Computers, printers, projectors, etc.)	_			
1						\$0
				Total Su	upplies:	\$0

#### 3. Materials:

Budget Item	Description/Justification	Cost per Item	# of Items	Total
1 Office Supplies	paper, pens, copy paper, envelopes, folders etc	\$75	9	\$635
2 Postage	various network documents, invoices, etc. will be in-kind through FCOE - estimated at \$150/9 mo. \$1,350.			\$0
3 Computer Repairs	IS & T in-house technicians	\$50	6	\$300
4 Physical Activity & Nutrition Message		\$1,000	4	\$4,000
Other In-kind Cost	Pentathlon Adventure/Iron Chef Challenge Nutrition education & Physical Activity event at Fresno Fairgrounds - 18th year / 500 individuals x \$4.00 x 1 = \$2,000.00			
	Walk to School Physical Activity & Nutrition event at Sanger Unified School District – 1000 individuals x \$2.50 x 1 = \$2,500.00			
	Rainbow Day Nutrition and Physical Activity event at Kerman Unified School District – 500 individuals x \$2.00 x 1 = \$1,000.00			
	Harvest of the Month HOTM produce @\$30 per class x 125 classes x 5 months = \$18,750.00			
	Produce Stands Produce Stand supplies @ \$50 x 5 months x 10 school sites = \$2,500.00			
	ASP Cooking in the Classroom Healthy Supplies \$50 x 14 sites x 5 months = \$3,500.00			
	Food for Taste Testing Demos; Special Event, Lesson Plan, and Store Tour Taste Testing Parent learning classes & staff trainings - \$300 per demo @ 14 sites; walk to school, farm & nutrition and other misc. events - \$125 @ 8 events; healthy supplies @ \$100 x 2 sites x 8 months; healthy supplies @ \$100 x 4 locations, minimum of 25 students per demo = \$7,200.00 x 1 = \$7,200.00			
	Cooking with ASP – Healthy Recipes Kids can Make (On-line Cooking Show) Approved recipe ingredients; supplies; cooking equipment @ \$75 x 8 shows (2 per each of the 4 communities) = \$600.00			
	ASP Workout Team Physical Activity Energizers (On-line show) Utilizing CATCH and SPARK curriculum, each School District will host and demonstrate 3 minute; 10 minute; & 20 minute Energizers – supplies; kid-friendly music; equipment @ \$75 x 8 segments (2 per each of the 4 communities) = \$600.00			
	Gardening Education Develop school teaching gardens / supplies include seeds, seedlings, plant (edible) starts, small gardening tools @ \$250 x 6 sites = \$1,500.00			
	<b>Printing</b> nutrition education flyers - color - 2,000 X $\$.35 = \$700.00$ ; meeting notes, agendas, invoices, supporting docs - b/w - 2,000 x $\$.07 = \$140.00$ ; brochures - 550 x $\$.35 = \$192.50$ ; survey - b/w - 800 x $\$.07 = \$56.00 = \$1,088.5$			
		Total Ma	aterials:	\$4,935

Exhibit B 1 of 7

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	Position Title/Name	Location	Description/ Justification	Trips	FTE	Days	Nights	Per Diem	Lodging	Air	Miles @ \$.54	Reg. Fee	Other	Total
					In-State									
	Consultant - Cyndi Dean		travel - in kind, FCOE	200	1						\$30.00			\$0
	Project Specialist - Charles Clancy		travel - in kind, FCOE	150	1									\$0
	Project Specialist - Jason Wara		travel - in kind, FCOE	150	1									\$0
4	Cyndi Dean	Sacramento	travel - in kind, FCOE	3	3									\$0
					Out-of-Stat	e								
	SNAP-ED LIA FORUM/Administrator/2- Nutritionists	Sacramento, 1 trip / 3 Full-time Employees / 2.5 days / 3 nights, \$125.00 per night / 340. (Miles) + \$40.00 (Other) = \$1,785.50	travel - in kind, FCOE											\$0
	Youth Engagement (Youth)/2- Nutritionists	Sacramento, 1 trip / 2 Full-time Employees / 1 day / 0 nights 340. (Miles) + \$30.00 (Other) = \$315.50	travel - in kind, FCOE											\$0
3	IOE Training #1 of 2/Administrator	Sacramento, 1 trip/1 Full-time Employees/1day/1 night/\$30 Per Diem / \$125.00 per night/340. (Miles) + \$60.00 (Other) = \$410.50	travel - in kind, FCOE											\$0
					•	•	•	•				Tota	Travel:	\$0

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

_	6. Maintenance:					
	Location Name/Address	Calculation Description	FTE	Cost per Month	# of Mo(s).	Total
1						\$0
				Total Maint	enance:	\$0

7. Equipment and Other Capital Expenditures:

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

	8. Consultants		
	Organization Name	Description of Service(s)	Total
1	After School Line Staff	In-Kind: 38 Schools will provide student leadership opportunities including advocacy and on-site produce stands in partnership with OK Produce. (\$3,500 per site x 38 sites \$133,000)	\$0
		Total Consultants:	\$0

9. Indirect Costs:

Calculation Method	Indirect Cost Rate	Total Admin/Program Dollars	Total
1 total direct costs x 10.52% which is our CDE approved Indirect Cost Rate	10.52%	\$190,011	\$19,989
		Total Indirect Costs:	\$19,989

#### Year 1 Total \$210,000

YEAR TWO 1. Staffing: Salary/Benefits:

# E Position Title	Name	FTE	% of SNAP-Ed Time spent on	Time Spent % of SNAP-Ed Time spent on Direct SNAP-Ed Delivery	Annual Salary	Total SNAP- Ed Salary	Benefit Rate	Total SNAP- Ed Benefits	SNAP-Ed Admin Costs	Total SNAP- Ed Funded Salary and Benefits
1 Consultant 1	Cyndi Dean	0.80	10.00%	90.00%	\$ 97,675.00	\$78,140.00	20.00%	\$15,628.00	\$9,376.80	\$93,768
2 Project Specialist	Charles Clancy	1.00	0.00%	100.00%	\$ 53,983.00	\$53,983.00	20.00%	\$10,796.60	\$0.00	\$64,780
3 Project Specialist	Jason Wara	1.00	0.00%	100.00%	\$ 53,983.00	\$53,983.00	20.00%	\$10,796.60	\$0.00	\$64,780
4						\$0.00		\$0.00	\$0.00	\$0
5 Senior Director	In-Kind: Randy Mehrten	1.00	5.00%			\$0.00		\$0.00	\$0.00	\$0
6 Coordinator II	In-Kind: Brent Smither	1.00		10.00%		\$0.00		\$0.00	\$0.00	\$0
		4.80	Total Staffing:	Salary/Benefits:		\$186,106		\$37,221	\$9,377	\$223,327

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

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

	Budget Item	Description/Justification	FTE	Cost per Item	# of Items	Total
1						\$0
		Theft-sensitive equipment/supplies that are less than \$5,000 (Computers, printers, projectors, etc.)				
1						\$0
				Total Su	pplies:	\$0

#### 3. Materials:

	Budget Item	Description/Justification	Cost per Item	# of Items	Total
1	Office Supplies	paper, pens, copy paper, envelopes, folders etc	\$75	9	\$635
2	Postage	various network documents, invoices, etc. will be in-kind through FCOE - estimated at \$150/9 mo. \$1,350.			\$0
3	Computer Repairs	IS & T in-house technicians	\$50	6	\$300
4	Physical Activity & Nutrition Message	Nutrition education materials to promote healthy lifestyles - 250 students x 4 events x \$4. = \$4,000	\$937.75	4	\$3,751
		Pentathlon Adventure/Iron Chef Challenge Nutrition education & Physical Activity event at Fresno Fairgrounds - 18th year / 500 individuals x \$4.00 x 1 = \$2,000.00			
		Walk to School Physical Activity & Nutrition event at Sanger Unified School District – 1000 individuals x \$2.50 x 1 = \$2,500.00			
		Rainbow Day Nutrition and Physical Activity event at Kerman Unified School District – 500 individuals x \$2.00 x 1 = \$1,000.00			
		Harvest of the Month HOTM produce @\$30 per class x 125 classes x 5 months = \$18,750.00			
		Produce Stands Produce Stand supplies @ \$50 x 5 months x 10 school sites = \$2,500.00			
		ASP Cooking in the Classroom Healthy Supplies \$50 x 14 sites x 5 months = \$3,500.00			
		Food for Taste Testing Demos; Special Event, Lesson Plan, and Store Tour Taste Testing Parent learning classes & staff trainings - \$300 per demo @ 14 sites; walk to school, farm & nutrition and other misc. events - \$125 @ 8 events; healthy supplies @ \$100 x 2 sites x 8 months; healthy supplies @ \$100 x 4 locations, minimum of 25 students per demo = \$7,200.00 x 1 = \$7,200.00			
		Cooking with ASP – Healthy Recipes Kids can Make (On-line Cooking Show) Approved recipe ingredients; supplies; cooking equipment @ \$75 x 8 shows (2 per each of the 4 communities) = \$600.00			
		ASP Workout Team Physical Activity Energizers (On-line show) Utilizing CATCH and SPARK curriculum, each School District will host and demonstrate 3 minute; 10 minute; & 20 minute Energizers – supplies; kid-friendly music; equipment @ \$75 x 8 segments (2 per each of the 4 communities) = \$600.00			
		Gardening Education Develop school teaching gardens / supplies include seeds, seedlings, plant (edible) starts, small gardening tools @ \$250 x 6 sites = \$1,500.00			

brochures - 550 x $3.35 = 192.50$ ; survey - b/w - 800 x $3.07 = 56.00 = 1,088.5$		
Printing nutrition education flyers - color - 2,000 X \$.35 = \$700.00; meeting notes, agendas, invoices, supporting docs – b/w - 2,000 x \$.07 = \$140.00;		

Position Title/Name	Location	Description/ Justification	Trips	FTE	Days	Nights	Per Diem	Lodging	Air	Miles @ \$.54	Reg. Fee	Other	Total
	•			In-State									
Consultant - Cyndi Dean	in county	travel - in kind, FCOE	200	1									\$0
Project Specialist - Charles Clancy	in county	travel - in kind, FCOE	150	1									\$0
Project Specialist - Jason Wara	in county	travel - in kind, FCOE	150	1									\$0
Cyndi Dean	Sacramento	travel - in kind, FCOE	3	3									\$0
	-												\$0
				Out-of-Stat	е								
SNAP-ED LIA FORUM/Administrator/2- Nutritionists	Sacramento, 1 trip / 3 Full-time Employees / 2.5 days / 3 nights, \$125.00 per night / 340. (Miles) + \$40.00 (Other) = \$1,785.50	travel - in kind, FCOE											\$0
Youth Engagement (Youth)/2- Nutritionists	Sacramento, 1 trip / 2 Full-time Employees / 1 day / 0 nights 340. (Miles) + \$30.00 (Other) = \$315.50	travel - in kind, FCOE											\$0
IOE Training #1 of 2/Administrator	Sacramento, 1 trip/1 Full-time Employees/1day/1 night/\$30 Per Diem / \$125.00 per night/340. (Miles) + \$60.00 (Other) = \$410.50	travel - in kind, FCOE											\$0
	<b>1</b>				<u> </u>		<u> </u>		<u>.</u>		Tota	Travel:	\$0

5. Building/Space:

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

6. Maintenance:

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

7. Equipment and Other Capital Expenditures:

	Budget Item	Description/Justification	FTE	Cost per Item	# of Items	Misc.	Total
1							\$0
				Te	otal Equi	pment:	\$0

8. Consultants

	Organization Name	Description of Service(s)	Total
1	After School Line Staff	In-Kind: 38 Schools will provide student leadership opportunities including advocacy and on-site produce stands in partnership with OK Produce. (\$5,000 per site x 38 sites \$190,000)	\$0
_		Total Consultants:	\$0

9. Indirect Costs:

Calculation Method	Indirect Cost	Total Admin/Program	Total
	Rate	Dollars	Total

Exhibit B 4 of 7

1 Indirect Costs calculated at CDE approved rate of 10.52%	10.52%	\$228,013	\$23,987
		Total Indirect Costs:	\$23,987
		Year 2 Total	\$252,000

#### YEAR THREE

#### 1. Staffing: Salary/Benefits:

Position #	Position Title	Name	FTE	% of SNAP-Ed Time spent on	Time Spent % of SNAP-Ed Time spent on Direct SNAP-Ed Delivery	Annual Salary	Total SNAP- Ed Salary	Benefit Rate	Total SNAP- Ed Benefits	SNAP-Ed Admin Costs	Total SNAP- Ed Funded Salary and Benefits
1	Consultant 1	Cyndi Dean	0.80	10.00%	90.00%	\$ 97,675.00	\$78,140.00	20.00%	\$15,628.00	\$9,376.80	\$93,768
2	Project Specialist	Charles Clancy	1.00		100.00%	\$ 53,983.00	\$53,983.00	20.00%	\$10,796.60	\$64,779.60	\$64,780
3	Project Specialist	Jason Wara	1.00		100.00%	\$ 53,983.00	\$53,983.00	20.00%	\$10,796.60	\$64,779.60	\$64,780
4	Senior Director	In-Kind: Randy Mehrten	1.00	5.00%			\$0.00		\$0.00	\$0.00	\$0
5	Coordinator II	In-Kind: Brent Smither	1.00		10.00%		\$0.00		\$0.00	\$0.00	\$0
			4.80	Total Staffing:	Salary/Benefits:		\$186,106		\$37,221	\$138,936	\$223,327

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

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

	Budget Item	Description/Justification	FTE	Cost per Item	# of Items	Total
1						\$0
		Theft-sensitive equipment/supplies that are less than \$5,000 (Computers, printers, projectors, etc.)				
1						\$0
				Total Sur	pplies:	\$0

#### 3. Materials:

	Budget Item	Description/Justification	Cost per Item	# of Items	Total
1	Office Supplies	paper, pens, copy paper, envelopes, folders etc	\$75	9	\$635
2	Postage	various network documents, invoices, etc. will be in-kind through FCOE - estimated at \$150/9 mo. \$1,350.			\$0
3	Computer Repairs	IS & T in-house technicians	\$50	6	\$300
4	Physical Activity & Nutrition Message	Nutrition education materials to promote healthy lifestyles - 250 students x 4 events x \$4. = \$4,000	\$937.75	4	\$3,751
	Other In-kind Cost	Pentathlon Adventure/Iron Chef Challenge Nutrition education & Physical Activity event at Fresno Fairgrounds - 18th year / 500 individuals x \$4.00 x 1 = \$2,000.00			
		Walk to School Physical Activity & Nutrition event at Sanger Unified School District – 1000 individuals x \$2.50 x 1 = \$2,500.00			
		Rainbow Day Nutrition and Physical Activity event at Kerman Unified School District – 500 individuals x \$2.00 x 1 = \$1,000.00			
		Harvest of the Month HOTM produce @\$30 per class x 125 classes x 5 months = \$18,750.00			
		Produce Stands Produce Stand supplies @ \$50 x 5 months x 10 school sites = \$2,500.00			
		ASP Cooking in the Classroom Healthy Supplies \$50 x 14 sites x 5 months = \$3,500.00			
		Food for Taste Testing Demos; Special Event, Lesson Plan, and Store Tour Taste Testing Parent learning classes & staff trainings - \$300 per demo @ 14 sites; walk to school, farm & nutrition and other misc. events - \$125 @ 8 events; healthy supplies @ \$100 x 2 sites x 8 months; healthy supplies @ \$100 x 4 locations, minimum of 25 students per demo = \$7,200.00 x 1 = \$7,200.00			
		Cooking with ASP – Healthy Recipes Kids can Make (On-line Cooking Show) Approved recipe ingredients; supplies; cooking equipment @ \$75 x 8 shows (2 per each of the 4 communities) = \$600.00			
		ASP Workout Team Physical Activity Energizers (On-line show) Utilizing CATCH and SPARK curriculum, each School District will host and demonstrate 3 minute; 10 minute; & 20 minute Energizers – supplies; kid-friendly music; equipment @ \$75 x 8 segments (2 per each of the 4 communities) = \$600.00			
		Gardening Education Develop school teaching gardens / supplies include seeds, seedlings, plant (edible) starts, small gardening tools @ \$250 x 6 sites = \$1,500.00			
		<b>Printing</b> nutrition education flyers - color - 2,000 X $3.35 = 3700.00$ ; meeting notes, agendas, invoices, supporting docs - b/w - 2,000 x $3.07 = 140.00$ ; brochures - 550 x $3.35 = 192.50$ ; survey - b/w - 800 x $3.07 = 56.00 = 1,088.5$			
			Total Ma	aterials:	\$4,686

1	Travel:	
4.	i lavel.	

	Position Title/Name	Location	Description/ Justification	Trips	FTE	Days	Nights	Per Diem	Lodging	Air	Miles @ \$.54	Reg. Fee	Other	Total
					In-State									
С	Consultant - Cyndi Dean	in county	travel - in kind, FCOE	200	1									\$0
	roject Specialist - Charles Clancy	in county	travel - in kind, FCOE	150	1									\$0
	Project Specialist - Jason Wara	in county	travel - in kind, FCOE	150	1									\$0
С	Syndi Dean	Sacramento	travel - in kind, FCOE	3	3									\$0
			I	I	Out-of-Stat	e	1 1		1	I	1 1			
	NAP-ED LIA FORUM/Administrator/2- lutritionists	Sacramento, 1 trip / 3 Full-time Employees / 2.5 days / 3 nights, \$125.00 per night / 340. (Miles) + \$40.00 (Other) = \$1,785.50	travel - in kind, FCOE											\$0
	outh Engagement (Youth)/2- lutritionists	Sacramento, 1 trip / 2 Full-time Employees / 1 day / 0 nights 340. (Miles) + \$30.00 (Other) = \$315.50	travel - in kind, FCOE											\$0
IC	DE Training #1 of 2/Administrator	\$315.50 Sacramento, 1 trip/1 Full-time Employees/1day/1 night/\$30 Per Diem / \$125.00 per night/340. (Miles) + \$60.00 (Other) = \$410.50	travel - in kind, FCOE											`
>		\$110.00												\$0
1														\$0
							-					Total	Travel:	\$0
	. Building/Space: Location Name/Address			Calculation D	escription					FTE	Cost	per	# of	\$0 Total
5				Calculation D	escription					FTE	Cost Mor	per		
				Calculation D	escription					FTE	Мо	per	# of Mo(s).	Total
5	Location Name/Address			Calculation D Calculation D						FTE	Мо	per nth Building	# of Mo(s).	Total \$0 \$0 Total
	Location Name/Address										Moi Total I Cost Moi	per nth Building per nth	# of Mo(s). /Space: # of Mo(s).	Total \$0 \$0 Total \$0
	Location Name/Address										Moi Total I Cost Moi	per nth Building	# of Mo(s). /Space: # of Mo(s).	Total \$0 \$0 Total
6	Location Name/Address	Expenditures:									Moi Total I Cost Moi	per nth Building per nth	# of Mo(s). /Space: # of Mo(s).	Total \$0 \$0 Total \$0
6	Location Name/Address . Maintenance: Location Name/Address	Expenditures:	Des		escription				FTE		Mon Total I Cost Mon Tota	per nth Building per nth	# of Mo(s). /Space: # of Mo(s).	Total \$0 \$0 Total \$0 \$0 Total
6	Location Name/Address . Maintenance: Location Name/Address . Equipment and Other Capital E	Expenditures:	Des	Calculation D	escription				FTE	FTE	Mon Total I Cost Mon Tota	per hth Building per hth al Mainte # of	# of Mo(s). /Space: # of Mo(s). enance:	Total \$0 \$0 Total \$0 \$0 Total \$0
7	Location Name/Address . Maintenance: Location Name/Address . Equipment and Other Capital E Budget Item	Expenditures:	Des	Calculation D	escription				FTE	FTE	Mon Total I Cost Mon Tota	per hth Building per hth al Mainte # of	# of Mo(s). /Space: # of Mo(s). enance:	Total \$0 \$0 Total \$0 \$0 Total
7	Location Name/Address . Maintenance: Location Name/Address . Equipment and Other Capital E Budget Item . Consultants	Expenditures:	Des	Calculation D	escription				FTE	FTE	Mon Total I Cost Mon Tota	per hth Building per hth al Mainte # of	# of Mo(s). /Space: # of Mo(s). enance:	Total \$0 \$0 Total \$0 \$0 Total \$0
6 7 8	Location Name/Address . Maintenance: Location Name/Address . Equipment and Other Capital E Budget Item . Consultants Organization Name			Calculation D cription/Justifica	escription ation Descripti	on of Service(s				FTE Cost per l	Moi Total I Cost Moi Tota	per nth Building per nth al Mainte # of Items	# of Mo(s). /Space: # of Mo(s). enance: Misc.	Total \$0 \$0 Total \$0 \$0 Total \$0 \$0 \$0 Total
7	Location Name/Address . Maintenance: Location Name/Address . Equipment and Other Capital E Budget Item . Consultants	Expenditures:		Calculation D cription/Justifica	escription ation Descripti			n partnership w		FTE Cost per l	Moi Total I Cost Moi Tota	per nth Building per nth al Mainte # of Items	# of Mo(s). /Space: # of Mo(s). enance: Misc.	Total \$0 \$0 Total \$0 \$0 \$0 \$0 <b>Total</b> \$0 <b>\$0</b> <b>Total</b> \$0 \$0 <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b> <b>\$0</b>
6 7 8 A	Location Name/Address . Maintenance: Location Name/Address . Location Name/Address . Equipment and Other Capital B Budget Item . Consultants Organization Name .fter School Line Staff			Calculation D cription/Justifica	escription ation Descripti			n partnership w		FTE Cost per l	Moi Total I Cost Moi Tota	per nth Building per nth al Mainte # of Items	# of Mo(s). /Space: # of Mo(s). enance: Misc.	Total \$0 \$0 Total \$0 \$0 Total \$0 \$0 \$0 Total
6 7 8 A	Location Name/Address . Maintenance: Location Name/Address . Equipment and Other Capital E Budget Item . Consultants Organization Name			Calculation D cription/Justifica	escription ation Descripti			n partnership w		FTE Cost per l	Moi Total I Cost Moi Tota Item	per nth Building per nth al Mainte # of Items	# of Mo(s). /Space: # of Mo(s). enance: Misc. 0,000) ultants:	Total \$0 \$0 Total \$0 \$0 Total \$0 \$0 \$0 \$0
6 7 8 A	Location Name/Address . Maintenance: Location Name/Address . Location Name/Address . Equipment and Other Capital B Budget Item . Consultants Organization Name .fter School Line Staff			Calculation D cription/Justifica ortunities includin	escription ation Descripti			n partnership w		FTE Cost per l	Moi Total I Cost Moi Tota Item	per hth Building per hth al Mainter # of Items sites \$19 al Consu dmin/Pr Dollars	# of Mo(s). /Space: # of Mo(s). enance: Misc. 0,000) ultants: ogram	Total \$0 \$0 Total \$0 \$0 \$0 \$0 Total \$0 \$0 Total \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0 \$0
6 7 8	Location Name/Address . Maintenance: Location Name/Address . Location Name/Address . Equipment and Other Capital B Budget Item . Consultants Organization Name .fter School Line Staff	In-Kind: 38 Schools will provid	de student leadership opp	Calculation D cription/Justifica ortunities includin	escription ation Descripti			n partnership w		FTE Cost per	Moi Total I Cost Moi Tota Item	per hth Building per hth al Mainter # of Items sites \$19 al Consu dmin/Pr	# of Mo(s). /Space: # of Mo(s). enance: Misc. 0,000) ultants: ogram	Total           \$0           \$0           Total           \$0           \$0           Total           \$0           \$0           \$0           \$0           \$0           \$0           \$0           \$0           \$0           \$0           \$0           \$0           \$0           \$0           \$0           \$0           \$0
6 7 8 8 9	Location Name/Address . Maintenance: Location Name/Address . Equipment and Other Capital E Budget Item . Consultants Organization Name .fter School Line Staff . Indirect Costs:	In-Kind: 38 Schools will provid	de student leadership opp	Calculation D cription/Justifica ortunities includin	escription ation Descripti			n partnership w		FTE Cost per l Ce. (\$5,000 per Indirect Cost Rate	Moi Total I Cost Moi Tota Item	per hth Building per hth al Mainter # of Items sites \$19 al Consu dmin/Pr Dollars	# of Mo(s). /Space: # of Mo(s). enance: Misc. 0,000) ultants: ogram	Total \$0 \$0 Total \$0 \$0 Total \$0 \$0 Total \$0 \$0 Total \$0 \$0 Total

Exhibit B 7 of 7

# 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:	