

A G R E E M E N T

THIS AGREEMENT is made and entered into this 12th day of March, 2019, 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".

W I T N E S S E T H:

WHEREAS, COUNTY, through its Department of Public Health, is in need of a qualified agency to provide physical activity (PA) and nutritional trainings, technical assistance, resources and referral organizations to Early Care and Education (ECE) partners to increase the number of ECE sites to adopt and practice nutritional and PA standards; and

WHEREAS, CONTRACTOR, has the facilities, equipment, resources and personnel skilled in provision of such services to increase the number of ECE sites to implement and integrate nutrition and PA activity standards into Statewide ECE Systems; 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 the mutual covenants, terms and conditions herein contained, the parties hereto agree as follows:

1. OBLIGATIONS OF THE CONTRACTOR

A. CONTRACTOR shall perform during the first year of this Agreement all services and fulfill all responsibilities identified in the Centers for Disease Control and Prevention (CDC) SPAN Work Plan identified in Exhibit A, year-one work plan, attached hereto and by this reference incorporated herein.

B. CONTRACTOR shall work with COUNTY to implement and integrate nutrition and PA standards into Statewide ECE systems as received from the State on an annual basis.

C. CONTRACTOR shall work with State Physical Activity and Nutrition (SPAN) program staff to complete and fulfill all responsibilities and objectives as identified in Exhibit A.

1 **2. OBLIGATIONS OF THE COUNTY**

2 A. COUNTY shall provide the Work Plan for the coming year once COUNTY has
3 received the finalized Work Plan from the State.

4 B. COUNTY shall work with and assist the CONTRACTOR with activities, strategies,
5 and results as identified in Exhibit A and the Local Health Department (LHC) SPAN 5 Year Work Plan,
6 identified in Exhibit B, attach hereto and by this reference incorporated herein.

7 **3. TERM**

8 The term of this Agreement shall be effective upon execution through and including
9 September 29, 2021. This Agreement may be extended for two (2) additional consecutive twelve (12)
10 month periods upon written approval of both parties no later than thirty (30) days prior to the first day of the
11 next twelve (12) month extension period. The Director of Public Health or his or her designee is authorized
12 to execute such written approval on behalf of COUNTY based on CONTRACTOR'S satisfactory
13 performance.

14 **4. TERMINATION**

15 A. Non-Allocation of Funds - The terms of this Agreement, and the services to be
16 provided hereunder, are contingent on the approval of funds by the appropriating government agency.
17 Should sufficient funds not be allocated, the services provided may be modified, or this Agreement
18 terminated, at any time by giving the CONTRACTOR thirty (30) days advance written notice. Funding for
19 these services is provided by the US Department of Health and Human Services, Centers for Disease
20 Control and Prevention - State Physical Activity and Nutrition (SPAN) Program (Catalog of Federal
21 Domestic Assistance # 93.439), via the California Department of Public Health Nutrition Education and
22 Obesity Prevention Branch grant agreement number 18-10558.

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

- 25 1) An illegal or improper use of funds;
26 2) A failure to comply with any term of this Agreement;
27 3) A substantially incorrect or incomplete report submitted to the COUNTY;
28 4) Improperly performed service.

1 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach
2 of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall such
3 payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default.
4 The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the COUNTY of any
5 funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of the COUNTY were
6 not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund
7 any such funds upon demand.

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

11 **5. COMPENSATION/INVOICING**

12 A. COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive
13 compensation as identified in Exhibit C, attached hereto and incorporated herein by this reference.

14 1) In no event shall actual services performed under this Agreement be in
15 excess of Eighty-Three Thousand Eight Hundred Sixty-Eight and No/100 (\$83,868.00) for the period
16 effective upon execution through September 29, 2021.

17 2) In no event shall services performed under this Agreement be in excess of
18 Twenty-Eight Thousand Six Hundred Eighty-Four and No/100 (\$28,684.00) during each of the two (2)
19 possible one (1) year extensions.

20 It is understood that all expenses incidental to CONTRACTOR's performance of
21 services under this Agreement shall be borne by CONTRACTOR.

22 B. CONTRACTOR shall submit monthly invoices in triplicate to the County of Fresno,
23 Department of Public Health, OHPW-SPAN, P.O. Box 11867, Fresno, CA 93775, Attention: OHPW-SPAN
24 Staff Analyst.

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

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1 **6. INDEPENDENT CONTRACTOR**

2 In performance of the work, duties and obligations assumed by CONTRACTOR under this
3 Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of the
4 CONTRACTOR'S officers, agents, and employees will at all times be acting and performing as an
5 independent contractor, and shall act in an independent capacity and not as an officer, agent, servant,
6 employee, joint venturer, partner, or associate of the COUNTY. Furthermore, COUNTY shall have no right
7 to control or supervise or direct the manner or method by which CONTRACTOR shall perform its work and
8 function. However, COUNTY shall retain the right to administer this Agreement so as to verify that
9 CONTRACTOR is performing its obligations in accordance with the terms and conditions thereof.

10 CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the
11 rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject
12 thereof.

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

21 **7. MODIFICATION**

22 Any matters of this Agreement may be modified from time to time by the written consent of
23 all the parties without, in any way, affecting the remainder. Notwithstanding the above, changes to line
24 items in the budget, attached hereto as Exhibit C, that do not exceed ten percent (10%) of the maximum
25 compensation payable to the CONTRACTOR may be made with written approval of COUNTY's
26 Department of Public Health Director or designee and the designee of the California Department of Public
27 Health. Said budget line item changes shall not result in any change to the maximum compensation
28 amount payable to CONTRACTOR, as stated herein.

1 **8. NON-ASSIGNMENT**

2 Neither party shall assign, transfer or sub-contract this Agreement nor their rights or duties
3 under this Agreement without the prior written consent of the other party.

4 **9. HOLD HARMLESS**

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

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

21 CONTRACTOR agrees to indemnify COUNTY for Federal and/or State of California audit
22 exceptions resulting from noncompliance herein on part of CONTRACTOR.

23 **10. INSURANCE**

24 Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any
25 third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following
26 insurance policies or a program of self-insurance, including but not limited to, an insurance pooling
27 arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

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1 A. Commercial General Liability

2 Commercial General Liability Insurance with limits of not less than Two Million
3 Dollars (\$2,000,000.00) per occurrence and an annual aggregate of Four Million
4 Dollars (\$4,000,000.00). This policy shall be issued on a per occurrence basis.
5 COUNTY may require specific coverages including completed operations,
6 products liability, contractual liability, Explosion-Collapse-Underground, fire legal
7 liability or any other liability insurance deemed necessary because of the nature of
8 this contract.

9 B. Automobile Liability

10 Comprehensive Automobile Liability Insurance with limits of not less than One
11 Million Dollars (\$1,000,000.00) per accident for bodily injury and for property
12 damages. Coverage should include any auto used in connection with this
13 Agreement.

14 C. Professional Liability

15 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N.,
16 L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with
17 limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three
18 Million Dollars (\$3,000,000.00) annual aggregate.

19 D. Worker's Compensation

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

22 E. Child Abuse/Molestation and Social Services Coverage

23 CONTRACTOR shall have either separate policies or an umbrella policy with
24 endorsements covering Child Abuse/Molestation and Social Services Liability
25 coverage or have a specific endorsement on their General Commercial liability
26 policy covering Child Abuse/Molestation and Social Services Liability. The policy
27 limits for these policies shall be One Million Dollars (\$1,000,000) per occurrence
28 with a Two Million Dollars (\$2,000,000) annual aggregate. The policies are to be
 on a per occurrence basis.

Additional Requirements Relating to Insurance

 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

1 additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained
2 by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance
3 provided under CONTRACTOR's policies herein. This insurance shall not be cancelled or changed without
4 a minimum of thirty (30) days advance written notice given to COUNTY.

5 CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents, and
6 employees any amounts paid by the policy of worker's compensation insurance required by this
7 Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may be
8 necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of subrogation under
9 this paragraph is effective whether or not CONTRACTOR obtains such an endorsement.

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

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

28 All policies shall be issued by admitted insurers licensed to do business in the State of

California, and such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

11. AUDITS AND INSPECTIONS

The 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. The CONTRACTOR shall, upon request by the COUNTY, permit the COUNTY to audit and inspect all of such records and data necessary to ensure CONTRACTOR'S compliance with the terms of this Agreement.

If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under contract (Government Code Section 8546.7).

12. DATA SECURITY

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

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

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

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

B. CONTRACTOR-Owned Computers or Computer Peripherals

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

7 C. COUNTY-Owned Computer Equipment

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

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

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

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

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

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

1 **13. CONFIDENTIALITY**

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

5 **14. NON-DISCRIMINATION**

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

12 **15. LICENSES/CERTIFICATION**

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

21 **16. COMPLIANCE WITH STATE REQUIREMENTS**

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

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1 **17. RECORDS**

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

8 **18. PROHIBITION OF PUBLICITY**

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

21 **19. AUDITS AND INSPECTIONS**

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

27 If this Agreement exceeds Ten Thousand and No/100 Dollars (\$10,000.00),
28 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).

20. 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

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

All notices between the COUNTY and CONTRACTOR provided for or permitted under this Agreement must be in writing and delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by personal service is effective upon service to the recipient. A notice delivered by first-class United States mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid, addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the next beginning of a COUNTY business day), provided that the sender maintains a machine record of the completed transmission. For all claims arising out of or related to this Agreement, nothing in this section establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

21. GOVERNING LAW

Venue for any action arising out of or related to this Agreement shall only 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.

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1 **22. DISCLOSURE OF SELF-DEALING TRANSACTIONS**

2 This provision is only applicable if the CONTRACTOR is operating as a corporation (a
3 for-profit or non-profit corporation) or if during the term of the agreement, the CONTRACTOR changes
4 its status to operate as a corporation.

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

13 **23. SEVERABILITY**

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

16 **24. ENTIRE AGREEMENT**

17 This Agreement constitutes the entire agreement between the CONTRACTOR and
18 COUNTY with respect to the subject matter hereof and supersedes all previous Agreement negotiations,
19 proposals, commitments, writings, advertisements, publications, and understanding of any nature
20 whatsoever unless expressly included in this Agreement.

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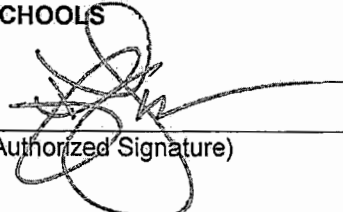
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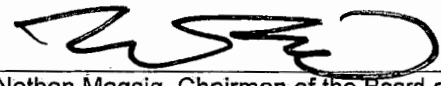
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1 IN WITNESS WHEREOF, he parties hereto have executed this Agreement as of the day
2 and year first hereinabove written.

3 **CONTRACTOR:**
4 **FRESNO COUNTY SUPERINTENDENT OF**
5 **SCHOOLS**

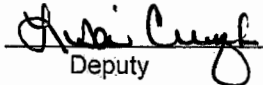
COUNTY OF FRESNO:

6 
7 _____
8 (Authorized Signature)

9 
10 _____
11 Nathan Magsig, Chairman of the Board of
12 Supervisors of the County of Fresno

13
14
15 Jim A. Yovino, Superintendent
16 Print Name & Title

17
18
19
20
21 **ATTEST:**
22 Bernice E. Seidel
23 Clerk of the Board of Supervisors
24 County of Fresno, State of California

25
26
27
28
By: 
Deputy

Mailing Address
1111 Van Ness Ave.
Fresno, CA 93721
Phone#: 559-443-4833
Contact: Cyndi Dean, Program Coordinator
Email: cdean@fcoe.org

FOR ACCOUNTING USE ONLY:

ORG No.:
Account No.: 56201555
Fund/Subclass: 7295

JW

Work Plan – Year One

Overarching Strategy 3: Implement & Integrate Nutrition & Physical Activity Standards into Statewide Early Care and Education (ECE) Systems		
Short-Term Outcome	Intermediate Outcome	
Demonstrated progress on ECE nutrition and physical activity standards	Increased number of ECE state and local systems with embedded nutrition and PA standards across four counties reaching up to 25,000 children	
Outcome Measures: Increased number of ECEs that have implemented and integrated nutrition and physical activity standards into policies and/or professional development plans.		
Strategy 1	Milestone	Completion Date
Collaborate with one partners to assess the number of ECEs that implement nutrition and PA standards in Fresno County.	Implementation of nutrition standards (inclusive of BF supports) and PA standards.	September 29, 2019
Settings: LHDs Statewide working in ECE settings		
Partners: Fresno County, CCFP Roundtable, CA State ECE Partnership, Resource & Referral Network (R&R Network)		
Activity		Timeline
Activity 2: Collect sample policies addressing nutrition and PA standards in ECEs.		Q2
Activity 3: Collaborate with state and local partners to determine a system and process to identify the number of ECEs (i.e. centers and family day care homes) in targeted counties that have nutrition and PA policies in place, and the strength of those policies. (In year-two, will review and document best practices.)		Q3
Activity 4: Coordinate with partners to assess the training and TA needs of ECEs to implement nutrition and PA standards and policies.		Q3
Activity 5: Based on the results of the assessment, work with partners to develop content for trainings, webinars, and/or identify resources to assist in the implementation of nutrition and PA standards in ECE sites.		Q4

Activity 7: Evaluation Activity: Assess the number of ECEs in Fresno County that have implemented nutrition and PA standards.		Q4
Strategy 2	Milestone	Completion Date
Work with the CA Child Care R&R Network and CCFP Roundtable to improve PA and nutrition content in professional development trainings.	Training interventions provided to county R&Rs across CA include evidence-based PA and nutrition content and materials.	September 29, 2019
Settings: ECE sites, ECE trainings, R&R Network training opportunities; CCFP Roundtable meetings		
Partners: CA R&R Network; CCFP Roundtable member organizations; Fresno County LHD		
Activity		Timeline
Activity 1: In collaboration with partners, map systems of influence for ECE professional development standards and training guidance. Use this to inform future activities.		Q2 – Q3
Activity 4: Work with up to two partners to assess provider PA and nutrition trainings needs and interests.		Q3
Activity 5: Work with CA R&R Network and CCFP staff to assess what additional training materials and resources can be used in providing trainings in year two for county R&Rs and that can be integrated into Roundtable training materials. Inclusive of resources for parents and children.		Q3 – Q4
Activity 8: Evaluation Activity: Assess changes in knowledge of and intent to implement PA and Nutrition policies and practices among training recipients.		Q4

Strategy 3	Milestone	Completion Date
Provide Nutrition and PA technical assistance (TA) to up to three ECE county R&R organizations, and up to three individual ECE sites to increase ECE adoption and practice of PA and nutrition standards	Work with one ECE county R&R organization and two individual ECS sites to increase ECE adoption and practice of PA and nutrition standards.	September 29, 2019
Settings: County R&Rs; ECE sites in Fresno County		
Partners: CA R&R Network; CCFP Roundtable		
Activity		Timeline
Activity 1: Survey ECE county R&R sites and ECEs to determine which ones would like to receive nutrition and/or PA training or TA per specified topics. Provide requested TA.		Q2
Activity 2: Provide training and/or TA per assessment results. CDPH PA staff and R&R Network PA leads will provide PA TA to county R&R organizations and to individual ECE sites. Similarly, CDPH and R&R Network nutrition staff will provide nutrition TA.		Q3 – Q4
Activity 4: Evaluation Activity: CDPH PA staff and R&R Network PA leads will work together to draft survey content for ECEs that receive TA over the course of the grant to determine their satisfaction.		Q4

LHD SPAN Work Plan Requirements

Work Plan—Year One:

Overarching Strategy 1: Implement Food Service Guidelines

Strategy 1: Develop Healthy Meeting policy for state and local government agencies.

- Each LHD is required to work towards the development of **one** Healthy Meeting policy during Year 1.

Strategy 2: Assist small retail vendors in adopting healthy food service guidelines in select counties.

- Each LHD is required to work with **two** small retail vendors to assist in the adoption of healthy food service guidelines during Year 1.

Overarching Strategy 2: Implement Interventions Supportive of Breastfeeding

Strategy 1: Collaborate with partners to assess the number of sites that support BF in select counties.

- Each LHD is required to collaborate with **two** partners to assess the number of sites that support BF in select counties. Partners include community health clinics (i.e. FQHC's), WIC clinics and LHDs.

Strategy 2: Promote compliance with federal lactation accommodation laws in targeted (low-income) worksites.

- Each LHD is required to promote compliance with federal lactation accommodation laws in **two** targeted worksite.

Overarching Strategy 3 (& 5 Combined): Implement & Integrate Nutrition and Physical Activity Standards into Statewide Early Care and Education (ECE) Systems

Strategy 1: Collaborate with partners to assess the number of ECEs that implement nutrition and PA standards in select counties.

- Each LHD is required to collaborate with **one** partners to assess the number of ECEs that implement nutrition and PA standards in select counties.

Strategy 2: Work with the CA Child Care R & R Network and CCFP Roundtable to improve PA and nutrition content in professional development trainings.

- Each LHD is required to work with **one** partner to assess PA and nutrition training needs and interests.

Strategy 3: Provide Nutrition and PA technical assistance to up to five ECE county R&R organizations, and up to six individual ECE sites to increase ECE adoption and practice of PA and nutrition standards.

- Each LHD is required to work with **one** ECE county R&R organization, and **two** individual ECE sites to increase ECE adoption and practice of PA and nutrition standards.

Overarching Strategy 4: Establish New or Improved Pedestrian, Bicycle, and Transit Transportation Systems.

Strategy 1: Increase community PA by supporting LHD involvement in the development, revision, or implementation of pedestrian, bicycle, or transportation plans and/or updating a city or county-wide general plan's transportation or health element or promoting local policy or infrastructure solutions.

- Each LHD is required to work towards the development, revision, or implementation of **either** pedestrian, bicycle or transportation plan **or** the updating of a city or county-wide general plan's transportation or health element or promoting local policy or infrastructure solutions.

Strategy 2: Increase community PA through training and TA to LHDs to support the development of successful application for the CA Department of Transportation's Active Transportation Program (ATP).

- Each LHD is required to participate in **one** statewide webinar demonstrating the types of transportation projects and activities fund through the ATP.
- Each LHD is required to assist in **one** evaluation survey assessing changes in knowledge and confidence in participating in planning processes among involved LHD staff.

Strategy 3: Support select LHDs to conduct SRTS program activities including promotion of Walking School Buses, Bicycle Trains, signage and wayfinding to promote family and community PA.

- Each LHD is required to participate in the dissemination of Walking School Bus and Bicycle Train Toolkits and infographics to a minimum of **two** school districts.
- Each LHD is required to participate in **one** statewide webinar on an emerging SRTS implementation, program or policy strategy.
- Each LHD is required to provide assistant in the piloting of **one** community participatory walkability audit and subsequent actin planning.

Strategy 4: Collaborate with state-level partners in transportation and planning to include obesity, chronic disease prevention, and health equity in transportation policy and programming.

- Each LHD is required to identify at least **one** way to enhance collaboration with Caltrans- which may include be not be limited to participating in Caltrans' AT efforts through either their newly created Walk/Bike Technical Advisory Committee or through the existing Active Transportation for Livable Communities committee (ATLC).

Work Plan Overview Years Two-Five

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

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

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

Strategy 4: Establish New or Improved Pedestrian, Bicycle, and Transit Transportation Systems: The Cal SPAN team will build upon the success of year one to include promotion and adoption of the CA-based Healthy Places Index tool (Southern CA Public Health Alliance) and the CDC's Health and Transportation Tool, and databases into program guidance, tools, and resources. We will promote incorporating health equity in AT through creation of infographics and messaging in collaboration with partners (e.g., Safe Routes to School Partnership, ChangeLab Solutions, PolicyLink, etc.). We will host convenings, webinars,

and/or teleconferences to support communities of practice. In years three to five, we will promote new resources statewide through the SNAP-Ed LHD network. Finally, we will increase our role as a contributor in the state's AT policy and program work, providing sustainability for these efforts in the future.

**CDC SPAN Grant Budget
Fresno County Superintendent of Schools**

Exhibit C

			Year (1)		Year (2)		Year (3)		Year (4)		Year (5)		Total		
A	Salaries and Wages														
		SOW Reference	Annual Salary	FTE	Budget	FTE	Budget	FTE	Budget	FTE	Budget	FTE	Budget		
	Position Title														
	Coordinator, Cyndi Dean	1, 2, 3	\$83,820.06	0.11	\$6,146.80	0.12	\$10,058.41	0.12	\$10,058.41	0.12	\$10,058.41	0.12	\$10,058.41	\$46,380.43	
Total Salaries and Wages					\$6,146.80		\$10,058.41		\$10,058.41		\$10,058.41		\$10,058.41	\$46,380.43	
B	Fringe Benefits			Benefit Rate	Budget	Benefit Rate	Budget	Benefit Rate	Budget	Benefit Rate	Budget	Benefit Rate	Budget		
				20%	\$1,229.36	20%	\$2,011.68	20%	\$2,011.68	20%	\$2,011.68	20%	\$2,011.68	\$9,276.09	
	Total Personnel					\$7,376.17		\$12,070.09		\$12,070.09		\$12,070.09		\$12,070.09	\$55,656.52
D	Equipment	SOW Reference			Budget		Budget		Budget		Budget		Budget		
	SPARK - promote healthy, active lifestyle - 1-day workshop @ \$2,699 + 7 curriculums (school sites) @ \$399 each = \$2,793 - Total for workshop and curriculums = \$5,492	2, 3			\$5,492.00									\$5,492.00	
	NASCO - Physical Activity & Nutrition Message to promote healthy lifestyle - 7 school sites x 1 Kit @ \$431.65 = \$3,021.55	2, 3			\$3,021.55		\$3,021.55		\$3,021.55		\$3,021.55		\$3,021.55	\$15,107.75	
	Harvest of the Month Rate the Taste - HOTM produce @ \$32.10 per class x 35 classes x 2 months = \$2,247	2, 3			\$2,247.00		\$2,247.00		\$2,247.00		\$2,247.00		\$2,247.00	\$11,235.00	
	Nutrition education materials to promote healthy lifestyles - 200 students x 1 events x \$4. = \$800 each event X 5 years.	2, 3			\$800		\$800.00		\$800.00		\$800.00		\$800.00	\$4,000.00	
	Family Connection Nights - Food for Taste Testing – Parent/Child learning classes & staff trainings - \$325 per FCN @ 6 sites = \$1,950 x 5 years	2, 3			\$1,950		\$1,950.00		\$1,950.00		\$1,950.00		\$1,950.00	\$9,750.00	
	CATCH – Physical Activity on-line access & Early Childhood Curriculum on-line access and Teacher's Manual - 12 curriculums @ \$190 each = \$2,280	2, 3					\$2,280.00		\$2,280.00		\$2,280.00		\$2,280.00	\$9,120.00	
	Skillastics Early Childhood Physical Activity Pack @ \$50 per 2-year on-line access plus 2-year on-line access Curriculum & Teacher's manual @ \$140 = \$190 total package x 12 sites = \$1,319.40	2, 3					\$1,319.00		\$1,319.00		\$1,319.00		\$1,319.00	\$5,276.00	
	Total Equipment					\$13,510.55		\$11,617.55		\$11,617.55		\$11,617.55		\$11,617.55	\$59,980.75
	E	Supplies	SOW Reference			Budget		Budget		Budget		Budget		Budget	
Office Supplies - paper, pens, copy paper, envelopes, folders, etc.		Strategy 3			1,503.63		670.27		670.27		670.27		670.27	4,184.71	
Total Supplies					1,503.63		670.27		670.27		670.27		670.27	\$4,184.71	

**CDC SPAN Grant Budget
Fresno County Superintendent of Schools**

Exhibit C

F	Travel	SOW Reference		Budget		Budget		Budget		Budget		Budget	
	1 Coordinator - Childhood Obesity Conference travel to Anaheim Marriott and parking for project implementation. Mileage = 251 miles (1-way) @ 54.5 rate x 2 (502 miles round trip) = \$273.59 plus Parking = 4-days @ \$18 = \$ 72. Total \$345.59	1, 2, 3		\$345.59		\$345.59		\$345.59		\$345.59		\$345.59	\$1,727.95
	Total Travel			345.59		345.59		345.59		345.59		345.59	\$1,727.95
G	Other	SOW Reference		Budget		Budget		Budget		Budget		Budget	
	1 Coordinator - Childhood Obesity Conference - <i>Beyond Obesity: Tackling Root Causes, Anaheim</i> - Registration @ \$375, 3-night stay @ \$189 per night x 3 = \$567 = tax = \$610.94, and Per Diem @ \$38 per day x 4 = \$152. Total \$1,137.94	1, 2, 3,		\$1,137.94				\$1,137.94				\$1,137.94	\$3,413.82
	1 Coordinator - IDEA World Conference - Ignite the Fire, Anaheim - Registration @ \$375, 3-night stay @ \$189 per night x 3 = \$567 = tax = \$610.94, and Per Diem @ \$38 per day x 4 = \$152. Total \$1,137.94	1, 2, 3				\$1,137.94				\$1,137.94			\$2,275.88
	Total Other			\$1,137.94		\$1,138		\$1,138		\$1,138		\$1,138	\$5,689.70
	Total Direct Costs			\$23,873.88		\$25,841.44		\$25,841.44		\$25,841.44		\$25,841.44	\$127,239.63
H	Total Indirect Costs		ICR Rate	Budget	ICR Rate	Budget	ICR Rate	Budget	ICR Rate	Budget	ICR Rate	Budget	
	Calculated at CDE approved rate of 10.52%		11%	\$2,626.13	11%	\$2,842.56	11%	\$2,842.56	11%	\$2,842.56	11%	\$2,842.56	\$13,996.36
	Total Annual Budget			\$26,500.00		\$28,684.00		\$28,684.00		\$28,684.00		\$28,684.00	\$141,235.99

EXHIBIT D

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:	