

File No. 241025

Committee Item No. 1

Board Item No. 27

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee

Date October 30, 2024

Board of Supervisors Meeting

Date November 5, 2024

Cmte Board

- Motion
- Resolution
- Ordinance
- Legislative Digest
- Budget and Legislative Analyst Report
- Youth Commission Report
- Introduction Form
- Department/Agency Cover Letter and/or Report
- MOU
- Grant Information Form
- Grant Budget
- **All Years Budget**
- Subcontract Budget
- Contract/Agreement
- Form 126 – Ethics Commission
- Award Letter
- Application
- Public Correspondence

OTHER (Use back side if additional space is needed)

- DPH Activity and RPD Project Description
- DPH SPAN Workplan Year 1
- Statement on Retroactivity 10/24/2024
- DPH Presentation 10/30/2024
- _____
- _____
- _____
- _____
- _____
- _____

Completed by: Brent Jalipa

Date October 24, 2024

Completed by: Brent Jalipa

Date October 31, 2024

1 [Accept and Expend Grant - Retroactive - Centers for Disease Control and Prevention,
2 California Department of Public Health - State Physical Activity and Nutrition (SPAN) Program
3 and CDPH CalFresh Health Living Grant - \$440,000]

4 **Resolution retroactively authorizing the Department of Public Health to accept and**
5 **expend a grant in the amount of \$440,000 from the Centers for Disease Control and**
6 **Prevention through the California Department of Public Health (CDPH) for participation**
7 **in a program, entitled “State Physical Activity and Nutrition (SPAN) Program and CDPH**
8 **CalFresh Health Living Grant,” for the period of August 1, 2024, through September 30,**
9 **2028.**

10
11 WHEREAS, The Centers for Disease Control and Prevention (CDC), through the
12 California Department of Public Health (CDPH) has agreed to fund the Department of Public
13 Health (DPH) in the amount of \$440,000 for participation in a program, entitled “State Physical
14 Activity and Nutrition (SPAN) Program and California Department of Public Health (CDPH)
15 CalFresh Health Living Grant,” for the period of August 1, 2024, through September 30, 2028;
16 and

17 WHEREAS, DPH will utilize the grant funds to support the rollout of the Recreation and
18 Parks Department (RPD) Wellness Policy (WP), which includes nutrition standards based on
19 the local San Francisco vending policy and the United States Department of Agriculture Smart
20 Snacks guidance; and

21 WHEREAS, Staff funded with these grants will conduct the following activities: 1)
22 Conducting focus groups of parents and youth to ensure the policy is community-driven; 2)
23 Assisting in implementing and evaluating the RPD WP in six pilot sites for Fiscal Year 2023-
24 2024 located in RPD equity zones, under-resourced areas with the highest prevalence of
25 health disparities; 3) Developing training curricula, toolkits (e.g. nutrition enrichment classes,

1 food demonstrations, handouts, healthy snack buying guide, etc.) for RPD camp leads,
2 Nutrition and Wellness Youth Ambassadors on the new nutrition standards; 4) Leading
3 trainings among RPD staff and leadership on identifying and procuring healthy snacks and
4 beverages using the train-the-trainer model; 5) Communicating with RPD staff, parents, and
5 other stakeholders about current and updated nutrition standards via email, mailed flyers, and
6 social media; 6) Providing technical assistance for camp leads to purchase healthy snacks
7 and beverages for students participating in summer camps and afterschool programs, as
8 needed; 7) Assisting in the coordination and completion of site-level assessment
9 questionnaires and other forms of evaluation to assess policy impact; and

10 WHEREAS, The grant does not require an Annual Salary Ordinance Amendment; and

11 WHEREAS, A request for retroactive approval is being sought because DPH received
12 the award letter on December 8, 2023, for a project start date of August 1, 2024; and

13 WHEREAS, The Department proposes to maximize use of available grant funds on
14 program expenditures by not including indirect costs in the grant budget; now, therefore, be it

15 RESOLVED, That the Board of Supervisors hereby waives inclusion of indirect costs in
16 the grant budget; and, be it

17 FURTHER RESOLVED, That DPH is hereby authorized to accept and expend a grant
18 in the amount of \$440,000 from the CDC through CDPH; and, be it

19 FURTHER RESOLVED, That DPH is hereby authorized to retroactively accept and
20 expend the grant funds pursuant to Administrative Code, Section 10.170-1; and, be it

21 FURTHER RESOLVED, That the Director of Health is authorized to enter into the
22 Agreement on behalf of the City.

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1 Recommended:
2
3 _____ /s/

Approved: _____ /s/
Mayor

4 Dr. Grant Colfax
5 Director of Health

Approved: _____ /s/
Controller

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File Number: 241025
(Provided by Clerk of Board of Supervisors)

Grant Resolution Information Form
(Effective July 2011)

Purpose: Accompanies proposed Board of Supervisors resolutions authorizing a Department to accept and expend grant funds.

The following describes the grant referred to in the accompanying resolution:

- 1. Grant Title: **State Physical Activity and Nutrition (SPAN) Program and CDPH CalFresh Health Living Grant**
- 2. Department: **Department of Public Health
Maternal Child and Adolescent Services**
- 3. Contact Person: **Priti Rane** Telephone: 330-221-3350
- 4. Grant Approval Status (check one):
 Approved by funding agency Not yet approved
- 5. Amount of Grant Funding Approved or Applied for: **\$440,000**
- 6a. Matching Funds Required: **\$0**
b. Source(s) of matching funds (if applicable): **N.A.**
- 7a. Grant Source Agency: **Centers for Disease Control and Prevention**
b. Grant Pass-Through Agency (if applicable): **California Department of Public Health**
- 8. Proposed Grant Project Summary:

San Francisco Local Health Department will utilize Centers for Disease Control and Prevention (CDC) - State Physical Activity and Nutrition (SPAN) grant will support the rollout of the Recreation and Parks Department Wellness Policy (RPD WP), which includes nutrition standards based on the local San Francisco (SF) vending policy and the United States Department of Agriculture (USDA) Smart Snacks guidance. Staff funded with these grants will conduct the following activities:

- **Conducting focus groups of parents and youth to ensure the policy is community-driven.**
- **Assisting in implementing and evaluating the RPD WP in 6 pilot sites for FY23-24 located in RPD equity zones, under-resourced areas with the highest prevalence of health disparities.**
- **Developing training curricula, toolkits [e.g. nutrition enrichment classes, food demonstrations, handouts, healthy snack buying guide, etc.] for RPD camp leads, Nutrition and Wellness Youth Ambassadors on the new nutrition standards.**
- **Leading trainings among RPD staff and leadership on identifying and procuring healthy snacks and beverages using the train-the-trainer model**
- **Communicating with RPD staff, parents, and other stakeholders about current and updated nutrition standards via email, mailed flyers, and social media.**
- **Providing technical assistance for camp leads to purchase healthy snacks and beverages for students participating in summer camps and afterschool programs, as needed.**
- **Assisting in the coordination and completion of site-level assessment questionnaires and other forms of evaluation to assess policy impact.**

9. Grant Project Schedule, as allowed in approval documents, or as proposed:

Start-Date: **August 1, 2024**

End-Date: **September 30, 2028**

10a. Amount budgeted for contractual services: **\$0**

b. Will contractual services be put out to bid? **N.A.**

c. If so, will contract services help to further the goals of the Department’s Local Business Enterprise (LBE) requirements? **N.A.**

d. Is this likely to be a one-time or ongoing request for contracting out? **N.A.**

11a. Does the budget include indirect costs? Yes No

b1. If yes, how much? **N.A.**

b2. How was the amount calculated? **N.A.**

c1. If no, why are indirect costs not included?

Not allowed by granting agency

To maximize use of grant funds on direct services

Other (please explain):

c2. If no indirect costs are included, what would have been the indirect costs? **5% of Direct Costs**

12. Any other significant grant requirements or comments:

The grant does not require an ASO amendment and partially reimburses the department for the existing positions:

No.	Class	Job Title	FTE	Start Date	End Date
1	2593	Health Program Coordinator 3	0.600	08/01/2024	09/30/2024
2	2822	Health Educator	0.300	08/01/2024	09/30/2024
3	2846	Nutritionist	0.450	08/01/2024	09/30/2024

We respectfully request for approval to accept and expend these funds retroactive to August 1, 2024. The Department received the award on December 8, 2023. The AL # for this grant is 93.439.

The grantor is a Federal entity.

Project Description: State Physical Activity and Nutrition (SPAN) Program and

Project ID: 10041524

Proposal ID: CTR00004267

Fund ID: 11580

Version ID: V101

Authority ID: 10001

Activity ID: 0001

****Disability Access Checklist***(Department must forward a copy of all completed Grant Information Forms to the Mayor’s Office of Disability)**

13. This Grant is intended for activities at (check all that apply):

- | | | |
|--|---|--|
| <input checked="" type="checkbox"/> Existing Site(s) | <input type="checkbox"/> Existing Structure(s) | <input type="checkbox"/> Existing Program(s) or Service(s) |
| <input type="checkbox"/> Rehabilitated Site(s) | <input type="checkbox"/> Rehabilitated Structure(s) | <input type="checkbox"/> New Program(s) or Service(s) |
| <input type="checkbox"/> New Site(s) | <input type="checkbox"/> New Structure(s) | |

14. The Departmental ADA Coordinator or the Mayor’s Office on Disability have reviewed the proposal and concluded that the project as proposed will be in compliance with the Americans with Disabilities Act and all other Federal, State and local disability rights laws and regulations and will allow the full inclusion of persons with disabilities. These requirements include, but are not limited to:

1. Having staff trained in how to provide reasonable modifications in policies, practices and procedures;
2. Having auxiliary aids and services available in a timely manner in order to ensure communication access;
3. Ensuring that any service areas and related facilities open to the public are architecturally accessible and have been inspected and approved by the DPW Access Compliance Officer or the Mayor’s Office on Disability Compliance Officers.

If such access would be technically infeasible, this is described in the comments section below:

Comments:

Departmental ADA Coordinator or Mayor’s Office of Disability Reviewer:

Toni Rucker, PhD
(Name)

DPH ADA Coordinator
(Title)

Date Reviewed: 9/26/2024 | 7:44 AM PDT

DocuSigned by:
Toni Rucker
A04292F7331F44D...
(Signature Required)

Department Head or Designee Approval of Grant Information Form:

Dr. Grant Colfax
(Name)

Director of Health
(Title)

Date Reviewed: 9/26/2024 | 4:26 PM PDT

DocuSigned by:
Jenny Louie for Dr. Colfax
40CPE25DD8E4484...
(Signature Required)
Jenny Louie, COO for



Accept and Expend Grant:

File 241025: State Physical Activity and Nutrition (SPAN) Program and CDPH CalFresh Healthy Living Grant

**BOS Budget & Finance Committee
October 30, 2024**

Priti Rane, Director of Nutrition Services
Maternal, Child, and Adolescent Health

SAN FRANCISCO DEPARTMENT OF PUBLIC HEALTH

Overview of Grant Accept and Expend



Centers for Disease Control and Prevention (CDC) – California Department of Public Health (CDPH) – State Physical Activity and Nutrition (SPAN) Program and CalFresh Healthy Living Grant:

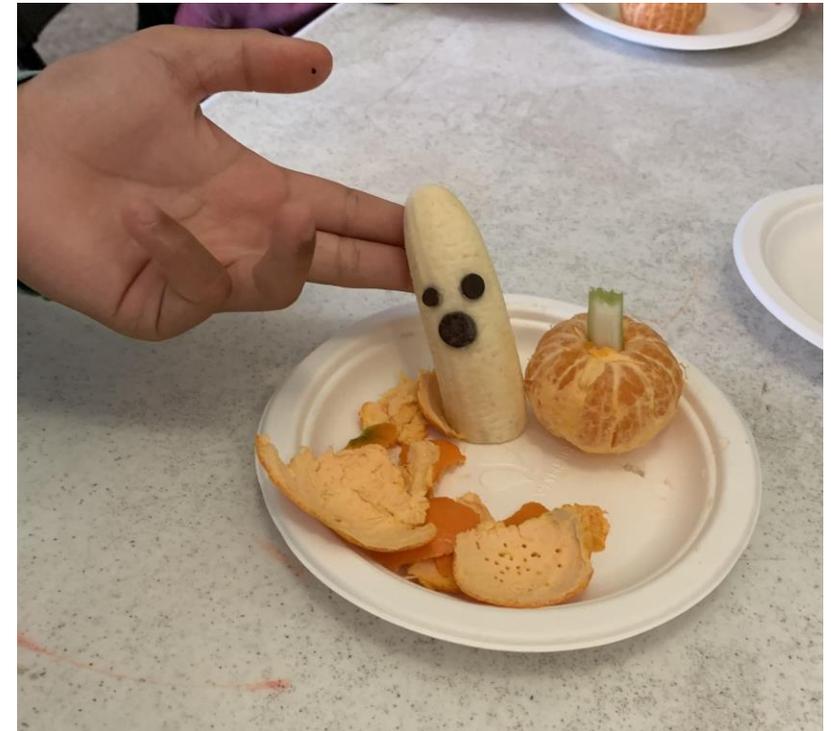
- **Funder:** CDC through CDPH
- **Amount:** \$440,000
- **Timeline:** August 1, 2024 – September 30, 2028
- **Grant Summary:** SFDPH staff to support the rollout of the Recreation and Parks Department (RPD) Wellness Policy

SPAN Program and CalFresh Healthy Living Grant



Grant Summary:

- **Developing training curricula and toolkits** for RPD camp leads and Nutrition and Wellness Youth Ambassadors on the updated nutrition standards
- **Communicating with RPD staff, parents, and other stakeholders** about current and updated nutrition standards
- **Providing technical assistance for camp leads to purchase healthy snacks and beverages** for students participating in summer camps and afterschool programs as needed
- **Conducting focus groups** of parents and youth to ensure the policy is community-driven
- Assisting in **implementing and evaluating the RPD Wellness Policy in 6 pilot sites**
- Assisting in **evaluation** to assess policy impact



Retroactivity



We are seeking **retroactive authorization** to accept this grant.

- The project start date for this grant was August 1, 2024. The start date was predetermined by the grantor.
- SFDPH received notice of this grant on December 8, 2023.
- However, DPH received the final grant budget and contract documents from the grantor (CDPH) on July 9, 2024.
- DPH then brought this item to the BOS after going through the fiscal approvals process, including Controller's Office review and approval.



Conclusion

DPH respectfully requests retroactive approval of this item. Thank you!

SFDPH NEOP- Rec and Park PSE Project

Funded by CDC- State Physical Activity and Nutrition (SPAN) Program and CDPH CalFresh Health Living Grant

August 1st 2024- September 30th 2024 (Year 1)

Direct costs- Personnel, Class #	Months	Salary	FTE	Budget
NEOP Project Director, 2593	1.5	141622	.6	\$42,487
Health Educator, 2822	1.5	\$118,397	.3	\$17,760

Fringe: \$27,111

Travel: \$642

88,000

October 1st 2024- September 30th2028 (Year 2-Year 5)

Direct costs- Personnel, Class #	Months	Salary	FTE	Budget
Nutritionist, 2846	12	\$126,958	.45	\$63479

Fringe: \$23,521

Travel: \$ 1000

Budget Justification

San Francisco Local Health Department will utilize CDC-SPAN grant will support the rollout of the Recreation and Parks Department Wellness Policy (RPD WP), which includes nutrition standards based on the local SF vending policy and the USDA Smart Snacks guidance. Staff funded with these grants will conduct the following activities:

- conducting focus groups of parents and youth to ensure the policy is community-driven.
- assisting in implementing and evaluating the RPD WP in 6 pilot sites for FY23-24 located in RPD equity zones, under-resourced areas with the highest prevalence of health disparities.
- developing training curricula, toolkits [e.g. nutrition enrichment classes, food demonstrations, handouts, healthy snack buying guide, etc.] for RPD camp leads, Nutrition and Wellness Youth Ambassadors on the new nutrition standards.
- leading trainings among RPD staff and leadership on identifying and procuring healthy snacks and beverages using the train-the-trainer model
- communicating with RPD staff, parents, and other stakeholders about current and updated nutrition standards via email, mailed flyers, and social media.
- providing technical assistance for camp leads to purchase healthy snacks and beverages for students participating in summer camps and afterschool programs, as needed.
- assisting in the coordination and completion of site-level assessment questionnaires and other forms of evaluation to assess policy impact.

Fringe will range from 40-45% . Travel budget will support local travel to RPD sites

NUTRITION AND PHYSICAL ACTIVITY BRANCH
SUPPLEMENTAL NUTRITION ASSISTANCE PROGRAM-EDUCATION

Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter “Department”
TO

[City and County of San Francisco], hereinafter “Grantee”

Implementing the [“State Physical Activity and Nutrition Program],” hereinafter “Project”

GRANT AGREEMENT NUMBER 24-10419

The Department awards this Grant and the Grantee accepts and agrees to use the Grant funds as follows:

AUTHORITY: The Department of Public Health has authority to grant funds for these contracts vested under the Federal-Healthy Hunger-Free Kids Act of 2010 (Public Law 111-296), Section 241, enacted on December 10, 2010, which established the Nutrition Education and Obesity Prevention Grant Program for eligible low-income individuals.

PURPOSE: The Department shall award this Grant Agreement to and for the benefit of the Grantee. The Department shall provide a grant to and for the benefit of the Grantee. The purpose of the Grant is to implement one strategy of the Centers for Disease Control and Prevention (CDC) State Physical Activity and Nutrition (SPAN) program. The grantee will work with local Recreation and Park sites to develop and implement nutrition guidelines in afterschool and summer programs, and other activities as outlined in the scope of work. This work will address the SPAN required strategy to implement state level policies and activities that promote food service and nutrition guidelines and associated healthy food procurement in facilities, programs, or organizations where food is sold, served, and distributed.

GRANT AMOUNT: The maximum amount payable under this Grant Agreement shall not exceed the amount of \$440,000.00. Funds awarded above the base funding allocation projection amount are contingent upon available funds. Budget sheets incorporated by reference.

TERM OF GRANT AGREEMENT: The term of the Grant shall begin on August 1, 2024, and terminates on September 30, 2028, or on approval of this grant. No funds may be requested or invoiced for services performed or costs incurred after September 30, 2028.

PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant will be:

California Department of Public Health	Grantee: City and County of San Francisco
Name: Kimmy Casjens	Name: Christopher Chau, Project Director
Address: 1616 Capitol Avenue	Address: 333 Valencia St., Suite 250
Sacramento, CA 95814	San Francisco, CA 94103
Phone: 279-667-2085	Phone: 628-217-6865
E-mail: Kimmy.Casjens@cdph.ca.gov	E-mail: Christopher.chau@sfdph.org

Direct all inquiries to the following representatives:

California Department of Public Health, Project Officer	Grantee: City and County of San Francisco
Attention: Linda Cowling, RD, MPH	Attention: Christopher Chau, Project Director
Address: 1616 Capitol Avenue	Address: 333 Valencia St., Suite 250
Sacramento, CA 95814	San Francisco, CA 94103
Phone: 279-667-2289	Phone: 628-217-6865
E-mail: Linda.cowling@cdph.ca.gov	E-mail: Christopher.chau@sfdph.org

All payments from CDPH to the Grantee; shall be sent to the following address:

Remittance Address
Grantee: City and County of San Francisco
Attention "Cashier": Jack Mok
Address: 101 Grove Street, Room #108
San Francisco, CA 94102
Phone: 415-554-2575
E-mail: jack.mok@sfdph.org

Either party may make changes to the Project Representatives, or remittance address, by giving a written notice to the other party, said changes shall not require an amendment to this agreement but must be maintained as supporting documentation. Note: Remittance address changes will require the Grantee to submit a completed CDPH 9083 Governmental Entity Taxpayer ID Form or STD 204 Payee Data Record Form and the STD 205 Payee Data Supplement which can be requested through the CDPH Project Representatives for processing.

STANDARD GRANT PROVISIONS. The Grantee must adhere to all Exhibits listed and any subsequent revisions. The following Exhibits are attached hereto or attached by reference and made a part of this Grant Agreement:

- Exhibit A SCOPE OF WORK

- Exhibit B BUDGET DETAIL AND PAYMENT PROVISIONS

- Exhibit C STANDARD GRANT CONDITIONS

- Exhibit D REQUEST FOR APPLICATION (RFA) - N/A

- Exhibit E ADDITIONAL PROVISIONS

- Exhibit F FEDERAL TERMS AND CONDITIONS

GRANTEE REPRESENTATIONS: The Grantee(s) accept all terms, provisions, and conditions of this grant, including those stated in the Exhibits incorporated by reference above. The Grantee(s) shall fulfill all assurances and commitments made in the application, declarations, other accompanying documents, and written communications (e.g., e-mail, correspondence) filed in support of the request for grant funding. The Grantee(s) shall comply with and require its subgrantee's to comply with all applicable laws, policies, and regulations.

GRANT EXECUTION. Unless otherwise prohibited by law or Grantees policy, the parties agree that an electronic copy of a signed Grant agreement, or an electronically signed Grant agreement, has the same force and legal effect as a Grant agreement executed with an original ink signature. The term “electronic copy of a signed Grant” refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed Grant in a portable document format. The term “electronically signed Grant” means a grant agreement that is executed by applying an electronic signature using technology approved by the Grantee.

IN WITNESS THEREOF, the parties have executed this Grant on the dates set forth below.

Executed By:

Date: _____
Roland Pickens, MHA, FACHE
Director of San Francisco Health Network
333 Valencia Street, Suite 250
San Francisco, CA 94103

Date: _____
Vanessa Manson, Chief
Contracts Management Unit
California Department of Public Health
1616 Capitol Avenue, Suite 74.262
P.O. Box 997377, MS 1800- 1804
Sacramento, CA 95899-7377

APPROVED AS TO FORM:

David Chiu
City Attorney

By: _____
Louise Simpson
Deputy City Attorney

Exhibit A
Scope of Work

Work Plan – Year One

Strategy 1	Milestone	Completion Date
Assist targeted Recreation & Parks sites in implementing wellness policy/nutrition standards	Policies and activities implemented to increase access to and availability of healthy foods and beverages	September 29, 2024
Settings: Six targeted Recreation & Park sites in San Francisco County		
Partners: SF LHD staff, CDPH staff		
Activity	Timeline	Responsible Party
Activity 1: Conduct staff interviews to ensure the proposed wellness policy/nutrition standards are community driven.	8/1/2024-09/30/2024	Danielle Lundstrom (lead); Christopher Chau
Activity 2: Implement and evaluate the wellness policy/nutrition standards in up to 6 pilot sites located in under-resourced areas with the highest prevalence of health disparities.	8/1/2024-9/30/2024	Danielle Lundstrom (lead) Christopher Chau
Activity 3: Collaborate with partners on the development of training curricula, toolkits [e.g., food demonstrations, handouts, healthy snack buying guide] for Recreation and Parks Department (RPD) site staff to support implementation of the new wellness policy/nutrition standards.	8/1/2024- 9/30/2024	SFDPH: Danielle Lundstrom (lead) Christopher Chau
Activity 4: Work with partners to provide trainings to RPD staff and leadership to support wellness policy/nutrition standards implementation and facilitation of supporting activities.	8/1/2024- 9/30/2024	Danielle Lundstrom (lead) Christopher Chau
Activity 5: Provide updates to the Activity Log provided by CDPH by the end of each month.	8/1/2024-9/30/2024	Danielle Lundstrom (lead)
Activity 6: Communication Activity: Communicate with RPD staff, parents, community partners, and other stakeholders about current and updated wellness policy/nutrition standards via email, handouts, mailed flyers, text messages, and/or social media. Communications produced will be sent to CDPH SPAN staff.	8/1/2024-9/30/2024	Danielle Lundstrom (lead) Christopher Chau
Activity 7: Evaluation Activity: Work with CDPH to identify and/or conduct landscape analysis.	8/1/2024- 09/30/2024	Christopher Chau (lead)

Exhibit A
 Scope of Work

<p>Activity 8: Evaluation activity: As part of performance measure reporting, SFDPH will assist CDPH in collecting data on the number of settings that increase access to healthier foods and outcomes identified in the SPAN logic model.</p>	<p>8/1/2024- 9/30/2024</p>	<p>SFDPH: Danielle Lundstrom (lead)</p>
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Workplan Overview Years Two-Five

Implement State Level Nutrition Policies:

Year 2: The Year 2 workplan will focus on strategies and activities where the SFDPH team extends opportunities into additional parks and recreation settings in San Francisco to adopt and implement nutrition guidelines and deepened evaluation efforts. As SFDPH works to implement the nutrition guidelines in additional parks and recreation sites, Cal SPAN will continue to promote new resources statewide and work with partners to develop trainings and TA to help inform and drive the approaches, making modifications as necessary. The SFDPH team will work with the SPAN team and partners to host convenings, webinars, and/or teleconferences to support state and local communities of practice. As organizations implement nutrition strategies, the SFDPH team will develop success stories to highlight achievements, challenges, and lessons learned.

Year 3: The Year 3 workplan will focus on strategies and activities where the SFDPH team extends opportunities into parks and recreation settings in neighboring counties to adopt and implement nutrition guidelines. In addition, during Year 3, the SFDPH and Cal SPAN teams will collaborate with state level Parks and Recreation staff on a process for adoption and implementation of nutrition guidelines and evaluation efforts in parks and recreation sites statewide. The SFDPH team will continue to work with SPAN team to work with partners to host convenings, webinars, and/or teleconferences to support state and local communities of practice. As organizations implement nutrition strategies, the SFDPH team will continue develop success stories to highlight achievements, challenges, and lessons learned that will be shared with the CDC.

Year 4: The Year 4 workplan will focus on strategies and activities where the SFDPH team will collaborate with Cal SPAN and state level Parks and Recreation staff to implement nutrition guidelines statewide. During Year 4, the SFDPH team will collaborate on trainings and technical assistance to ensure the successful adoption and implementation of nutrition guidelines at park and recreation sites throughout the state. As with previous years, the SFDPH team will continue to work with SPAN team to work with partners to host convenings, webinars, and/or teleconferences to support state and local communities of practice. As organizations implement nutrition strategies, the SFDPH team will continue develop success stories to highlight achievements, challenges, and lessons learned that will be shared with the CDC.

Year 5: The Year 5 workplan will focus on strategies and activities where the SFDPH and Cal SPAN team will collaborate with additional after school programs (e.g., Boys and Girls Clubs, and YMCA/YWCA) to adopt and implement nutrition guidelines within their state level programs. During Year 5, the SFDPH team will collaborate on trainings and technical assistance to ensure the successful adoption and implementation of nutrition guidelines at these additional afterschool programs. As with previous years, the SFDPH team will continue to work with SPAN team to work with partners to host convenings, webinars, and/or teleconferences to support state and local

Exhibit A
Scope of Work

communities of practice. As organizations implement nutrition strategies, the SFDPH team will continue develop success stories to highlight achievements, challenges, and lessons learned that will be shared with the CDC.

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

A. Upon completion of project activities as provided in Exhibit A- Scope of Work, and upon receipt and approval of the invoices, the State agrees to reimburse the Grantee for activities performed and expenditures incurred in accordance with the total amount of this agreement.

B. Invoices shall include the Grant Number and shall be submitted not more frequently than monthly in arrears to:

Kimmy Casjens, Contract Manager
California Department of Public Health
Nutrition and Physical Activity Branch
NPABFiscal@cdph.ca.gov

C. Invoices shall:

- 1) Be submitted no more than thirty (30) calendar days following the last day of the reporting period, with a fifteen (15)-day grace period (45 days total).
- 2) Be prepared on Grantee letterhead. If invoices are not on produced letterhead, invoices must be signed by an authorized official, employee, or agent certifying that the expenditures claimed represent activities performed and are in accordance with Exhibit A Scope of Work under this Grant.
- 3) Bear the Grantee's name as shown on the Grant.
- 4) Identify the billing and/or performance period covered by the invoice.
- 5) Itemize costs for the billing period in the same or greater level of detail as indicated in this Grant. Subject to the terms of this Grant, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable and approved by CDPH.

D. Amount awarded under this Grant amount is identified in the CDPH 1229 Grant Agreement.

2. Budget Contingency Clause

A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to fulfill any provisions of this Agreement.

B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to Grantee to reflect the reduced amount.

Exhibit B
Budget Detail and Payment Provisions

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. Amounts Payable

A. The amounts payable under this Grant shall not exceed \$440,000.

5. Timely Submission of Final Invoice

A. A final undisputed invoice shall be submitted for payment no more than forty-five (45) calendar days following the expiration or termination date of this Grant, unless a later or alternate deadline is agreed to in writing by the program grant manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this Grant have ceased and that no further payments are due or outstanding.

B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Grantee fails to obtain prior written State approval of an alternate final invoice submission deadline.

6. Travel and Per Diem Reimbursement

Any reimbursement for necessary travel and per diem shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (Cal HR). If the Cal HR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. No travel outside the State of California shall be reimbursed without prior authorization from the CDPH. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

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 CONTRACTOR:** 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).

 - A. Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
 - B. 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;
 - C. 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;
 - D. Establish an accounting system which will adequately depict final total costs of the Project, including both direct and indirect costs; and,
 - E. 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: (This provision does not apply to Local Governmental Entities)

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

19. STATE-FUNDED RESEARCH GRANTS:

- A. Grantee shall provide for free public access to any publication of a department-funded invention or department-funded technology. Grantee further agrees to all terms and conditions required by the California Taxpayer Access to Publicly Funded Research Act (Chapter 2.5 (commencing with Section 13989) of Part 4.5 of Division 3 of Title 2 of the Government Code).
- B. As a condition of receiving the research grant, Grantee agrees to the following terms and conditions which are set forth in Government Code section 13989.6 ("Section 13989.6"):
 - 1) Grantee is responsible for ensuring that any publishing or copyright agreements concerning submitted manuscripts fully comply with Section 13989.6.
 - 2) Grantees shall report to the Department the final disposition of the research grant, including, but not limited to, if it was published, when it was published, where it was published, when the 12-month time period expires, and where the manuscript will be available for open access.
 - 3) For a manuscript that is accepted for publication in a peer-reviewed journal, the Grantee shall ensure that an electronic version of the peer-reviewed manuscript is available to the department and on an appropriate publicly accessible database approved by the Department, including, but not limited to, the University of California's eScholarship Repository at the California Digital Library, PubMed Central, or the California Digital Open Source Library, to be made publicly available not later than 12 months after the official date of publication. Manuscripts submitted to the California Digital Open Source Library shall be exempt from the requirements in subdivision (b) of Section 66408 of the Education Code. Grantee shall make reasonable efforts to comply with this requirement by ensuring that their manuscript is accessible on an approved publicly accessible database, and notifying the Department that the manuscript is available on a department-approved database. If Grantee is unable to ensure that their manuscript is accessible on an approved publicly accessible database, Grantee may comply by providing the manuscript to the Department not later than 12 months after the official date of publication.

- 4) For publications other than those described in paragraph B.3 above,, including meeting abstracts, Grantee shall comply by providing the manuscript to the Department not later than 12 months after the official date of publication.
- 5) Grantee is authorized to use grant money for publication costs, including fees charged by a publisher for color and page charges, or fees for digital distribution.

Exhibit D
Additional Provisions

1. Additional Incorporated Documents

- A. The following documents and any subsequent updates are not attached, but are incorporated herein and made a part hereof by this reference. CDPH will maintain on file, all documents referenced herein and any subsequent updates, as required by program directives. CDPH shall provide the Contractor with copies of said documents and any periodic updates thereto, under separate cover.

2. Cancellation / Termination

- A. This Grant may be cancelled by CDPH without cause upon thirty (30) calendar days advance written notice to the Grantee.
- B. CDPH reserves the right to cancel or terminate this Grant immediately for cause. The Grantee may submit a written request to terminate this Grant only if CDPH substantially fails to perform its responsibilities as provided herein.
- C. The term "for cause" shall mean that the Grantee fails to meet the terms, conditions, and/or responsibilities of this agreement. Causes for termination include, but are not limited to the following occurrences:
- 1) If the Grantee knowingly furnishes any statement, representation, warranty, or certification in connection with the agreement, which representation is materially false, deceptive, incorrect, or incomplete.
 - 2) If the Grantee fails to perform any material requirement of this Grant or defaults in performance of this agreement.
 - 3) If the Grantee files for bankruptcy, or if CDPH determines that the Grantee becomes financially incapable of completing this agreement.
- D. Grant termination or cancellation shall be effective as of the date indicated in CDPH's notification to the Grantee. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. In the event of early termination or cancellation, the Grantee shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this Grant.
- F. In the event of termination, and at the request of CDPH, the Grantee shall furnish copies of all proposals, specifications, designs, procedures, layouts, copy, and other materials related to the services or deliverables provided under this Grant, whether finished or in progress on the termination date.

Exhibit D
Additional Provisions

- G. The Grantee will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to this agreement after the effective date of termination.
- H. Upon receipt of notification of termination of this Grant, and except as otherwise specified by CDPH, the Grantee shall:
 - 1) Place no further order or subgrants for materials, services, or facilities.
 - 2) Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants.
 - 3) Upon the effective date of termination of the Grant and the payment by CDPH of all items properly changeable to CDPH hereunder, Grantee shall transfer, assign and make available to CDPH all property and materials belonging to CDPH, all rights and claims to any and all reservations, grants, and arrangements with owners of media/PR materials, or others, and shall make available to CDPH all written information regarding CDPH's media/PR materials, and no extra compensation is to be paid to Grantee for its services.
 - 4) Take such action as may be necessary, or as CDPH may specify, to protect and preserve any property related to this agreement which is in the possession of the Grantee and in which CDPH has or may acquire an interest.
- I. CDPH may, at its discretion, require the Grantee to cease performance of certain components of the Scope of Work as designated by CDPH and complete performance of other components prior to the termination date of the Grant.

3. Avoidance of Conflicts of Interest by Grantee

- A. CDPH intends to avoid any real or apparent conflict of interest on the part of the Grantee, subgrants, or employees, officers and directors of the Grantee or subgrants. Thus, CDPH reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Grantee to submit additional information or a plan for resolving the conflict, subject to CDPH review and prior approval.
- B. Conflicts of interest include, but are not limited to:
 - 1) An instance where the Grantee or any of its subgrants, or any employee, officer, or director of the Grantee or any subgrant or has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the grant would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the grant.
 - 2) An instance where the Grantee's or any subgrant's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.

Exhibit D
Additional Provisions

C. If CDPH is or becomes aware of a known or suspected conflict of interest, the Grantee will be given an opportunity to submit additional information or to resolve the conflict. A Grantee with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by CDPH to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, the conflict will be grounds for terminating the grant. CDPH may, at its discretion upon receipt of a written request from the Grantee, authorize an extension of the timeline indicated herein.

4. Dispute Resolution Process

A. A Grantee grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Grantee and CDPH, the Grantee must seek resolution using the procedure outlined below.

- 1) The Grantee should first informally discuss the problem with the CDPH Program Grant Manager. If the problem cannot be resolved informally, the Grantee shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Grantee's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Grantee. The Branch Chief shall respond in writing to the Grantee indicating the decision and reasons therefore. If the Grantee disagrees with the Branch Chief's decision, the Grantee may appeal to the second level.
- 2) When appealing to the second level, the Grantee must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Grantee shall include with the appeal a copy of the Grantee's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Grantee to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Grantee within twenty (20) working days of receipt of the Grantee's second level appeal.

B. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Grant Manager.

C. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Grantee shall be notified in writing by the CDPH Grant Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

D. The CDPH Branch determination is non-binding. Either party may appeal a determination made by the CDPH Branch Chief to a court of competent jurisdiction.

Exhibit D
Additional Provisions

Exhibit F
Federal Terms and Conditions

(For Federally Funded Grant Agreements)

This exhibit contains provisions that require strict adherence to various contracting laws and policies.

Index of Special Terms and Conditions

1. Federal Funds
2. Federal Equal Employment Opportunity Requirements
3. Debarment and Suspension Certification
4. Covenant Against Contingent Fees
5. Lobbying Restrictions and Disclosure Certification
6. Additional Restrictions
7. Human Subjects Use Requirements
8. Audit and Record Retention
9. Federal Requirements

1. Federal Funds

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
- b. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.
- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- d. CDPH has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

2. Federal Equal Opportunity Requirements

(Applicable to all federally funded grants entered into by the California Department of Public Health (CDPH) formerly known as California Department of Health Services (CDHS).)

- a. The Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Grantee will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or CDPH, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Grantee's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- b. The Grantee will, in all solicitations or advancements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment

without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.

- c. The Grantee will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Grantee's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Grantee will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Grantee will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Grantee's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Grantee may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Grantee will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subgrantee or vendor. The Grantee will take such action with

respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or CDPH may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Grantee becomes involved in, or is threatened with litigation by a subgrantee or vendor as a result of such direction by CDPH, the Grantee may request in writing to CDPH, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

3. Debarment and Suspension Certification

- a. By signing this Grant, the Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.
- b. By signing this Grant, the Grantee certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and
 - (4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
 - (5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
 - (6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- c. If the Grantee is unable to certify to any of the statements in this certification, the Grantee shall submit an explanation to the CDPH Program Contract Manager.
- d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.

- e. If the Grantee knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDPH may terminate this Agreement for cause or default.

4. Covenant Against Contingent Fees

The Grantee warrants that no person or selling agency has been employed or retained to solicit/secure this Grant upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Grantee for the purpose of securing business. For breach or violation of this warranty, CDPH shall have the right to annul this Grant without liability or in its discretion to deduct from the Grant price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

5. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded grants in excess of \$100,000 per Section 1352 of the 31, U.S.C.)

a. Certification and Disclosure Requirements

- (1) Each person (or recipient) who requests or receives a grant, subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled “Certification Regarding Lobbying”) that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.
- (2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled “Standard Form-LLL ‘disclosure of Lobbying Activities’”) if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a grant or any extension or amendment of that grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.
- (3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:
 - (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
 - (b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
 - (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- (4) Each person (or recipient) who requests or receives from a person referred to in

Paragraph a(1) of this provision a grant or subgrant exceeding \$100,000 at any tier under a grant shall file a certification, and a disclosure form, if required, to the next tier above.

(5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDPH Program Contract Manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

6. Additional Restrictions

Grantee shall comply with the restrictions under Division F, Title V, Section 503 of the Consolidated Appropriations Act, 2012 (H.R. 2055), which provides that:

“SEC. 503.(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.”

7. Human Subjects Use Requirements

(Applicable only to federally funded agreements in which performance, directly or through a subgrantee/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Grantee agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

8. Audit and Record Retention

(Applicable to agreements in excess of \$10,000.)

- a. The Grantee shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- b. The Grantee's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- c. Grantee agrees that CDPH, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. 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, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subgrantee related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896).
- d. The Grantee shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.
 - (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
 - (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

- f. The Grantee may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to electronic data storage device. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Grantee and/or Subgrantee must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records.

9. Federal Requirements

Grantee agrees to comply with and shall require all subgrantee's, if any, to comply with all applicable Federal requirements including but not limited to the United States Code, the Code of Federal Regulations, the Funding Opportunity Announcement, the Notice of Award, the funding agreement, and any memoranda or letter regarding the applicable Federal requirements.

Attachment 1

**STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH**

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subGrantees, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

City and County of San Francisco
Name of Grantee

Printed Name of Person Signing for Grantee

24-10419
Contract / Grant Number

Signature of Person Signing for Grantee

Date

Title

After execution by or on behalf of Grantee, please return to:

California Department of Public Health
Program
P.O. Box 997377, MS XXX
Sacramento, CA 95899-XXXX

|

CDPH reserves the right to notify the Grantee in writing of an alternate submission address.

Attachment 2

CERTIFICATION REGARDING LOBBYING

Approved by OMB Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 13520348-0046
(See reverse for public burden disclosure)

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract</p> <p><input type="checkbox"/> b. grant</p> <p><input type="checkbox"/> c. cooperative agreement</p> <p><input type="checkbox"/> d. loan</p> <p><input type="checkbox"/> e. loan guarantee</p> <p><input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application</p> <p><input type="checkbox"/> b. initial award</p> <p><input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing</p> <p><input type="checkbox"/> b. material change</p> <p>For Material Change Only:</p> <p>Year _____ quarter _____</p> <p>date of last report _____.</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee</p> <p>Tier _____, if known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p>	
<p>6. Federal Department/Agency _____</p>	<p>7. Federal Program Name/Description:</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p>	
<p>10.a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI):</p>	<p>b. Individuals Performing Services (including address if different from 10a. (Last name, First name, MI):</p>	
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. required disclosure shall be subject to a not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p>	
	<p>Print Name: _____</p>	
	<p>Title: _____</p>	
<p>Federal Use Only</p>		<p>Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)</p>

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
- (b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

CalFresh Healthy Living: Planned Non-Project Activity Form

Agency: California Department of Public Health
Federal Fiscal Year: 2024
Project Name: Food Services Guidelines in Out-of-School Time Settings
Budget Association Title: SF DPH Recreation & Parks Project

Non-Project Activity Description (Limit to 100 words)

<p>The San Francisco Department of Public Health (SFDPH) will pilot test the adoption and implementation of federal food service guidelines in out of school time and summer programs at SNAP-Ed eligible sites. Direct and indirect education strategies will be implemented to encourage and reinforce eventual policy, systems, and environmental (PSE) changes. Activities will include the development of training curricula and toolkits. Trainings will be delivered to on-site providers as well as Recreation and Parks staff and leadership.</p>
--

Link to SMART Objectives

This project addresses the following SMART objectives:

SMART Objective 1: 1c, 1d, 1e
SMART Objective 2:
SMART Objective 3:
SMART Objective 4: 4a
SMART Objective 5:
SMART Objective 6:

Please complete the budget totals below:

Budget

Total	Direct Cost Category
41,070.57	Salary/Benefits
	Contracts/Subgrants/Agreement
	Noncapital Equipment/Office Supplies
	Nutrition Education Materials
13.42	Travel
	Building/Space Lease or Rental
	Cost Of Publicly Owned Building Space
	Maintenance And Repair
2,916.01	Institutional Memberships and Subscriptions
	Equipment And Other Capital Expenditures
44,000	Total Direct Cost

San Francisco Department of Public Health

SPAN Work Plan—Year 1

Strategy 1	Milestone	Completion Date
Assist targeted Recreation & Parks sites in implementing wellness policy/nutrition standards	Policies and activities implemented to increase access to and availability of healthy foods and beverages	September 29, 2024
Settings: Six targeted Recreation & Park sites in San Francisco County		
Partners: SF LHD staff, CDPH staff		
Activity	Timeline	Responsible Party
Activity 1: Conduct staff interviews to ensure the proposed wellness policy/nutrition standards are community driven.	9/30/2023-3/31/2024	Danielle Lundstrom (lead); Christopher Chau
Activity 2: Implement and evaluate the wellness policy/nutrition standards in up to 6 pilot sites located in under-resourced areas with the highest prevalence of health disparities.	1/1/2024-9/29/2024	Danielle Lundstrom (lead) Christopher Chau
Activity 3: Collaborate with partners on the development of training curricula, toolkits [e.g., food demonstrations, handouts, healthy snack buying guide] for Recreation and Parks Department (RPD) site staff to support implementation of the new wellness policy/nutrition standards.	1/1/2024-9/29/2024	SFDPH: Danielle Lundstrom (lead) Christopher Chau
Activity 4: Work with partners to provide trainings to RPD staff and leadership to support wellness policy/nutrition standards implementation and facilitation of supporting activities.	9/30/2023-9/29/2024	Danielle Lundstrom (lead) Christopher Chau
Activity 5: Provide updates to the Activity Log provided by CDPH by the end of each month.	1/1/2024-9/29/2024	Danielle Lundstrom (lead)
Activity 6: Communication Activity: Communicate with RPD staff, parents, community partners, and other stakeholders about current and updated wellness policy/nutrition standards via email, handouts, mailed flyers, text messages, and/or social media. Communications produced will be sent to CDPH SPAN staff.	1/1/2024-9/29/2024	Danielle Lundstrom (lead) Christopher Chau
Activity 7: Evaluation Activity: Work with CDPH to identify and/or conduct landscape analysis.	9/30/2023-3/31/2024	Christopher Chau (lead)

San Francisco Department of Public Health

SPAN Work Plan—Year 1

Activity 8: Evaluation activity: As part of performance measure reporting, SFDPH will assist CDPH in collecting data on the number of settings that increase access to healthier foods and outcomes identified in the SPAN logic model.	7/1/2024-9/29/2024	SFDPH: Danielle Lundstrom (lead)
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Recipient Information

- 1. Recipient Name**
PUBLIC HEALTH, CALIFORNIA DEPARTMENT
OF
1616 Capitol Ave
Ms 8701
Sacramento, CA 95814-7402
(916) 552-8264
- 2. Congressional District of Recipient**
07
- 3. Payment System Identifier (ID)**
1743204993A1
- 4. Employer Identification Number (EIN)**
743204993
- 5. Data Universal Numbering System (DUNS)**
799150615
- 6. Recipient's Unique Entity Identifier (UEI)**
KD2JSY6LNMW7
- 7. Project Director or Principal Investigator**

Ms. Erica Eilenberg
Authorized Official
erica.eilenberg@cdph.ca.gov
916-449-5394
- 8. Authorized Official**

Dr. Tomas J. Aragon.
Director and State Public Health Officer
Tomas.Aragon@cdph.ca.gov
916-558-1700

Federal Agency Information

- CDC Office of Financial Resources
- 9. Awarding Agency Contact Information**
Mr. Daniel Jackson
Grants Management Specialist
qpz2@cdc.gov
(678) 475-4577
 - 10. Program Official Contact Information**

Katherine Shealy
Program Officer
srk3@cdc.gov
770-488-5449

Federal Award Information

- 11. Award Number**
1 NU58DP007554-01-00
- 12. Unique Federal Award Identification Number (FAIN)**
NU58DP007554
- 13. Statutory Authority**
Public Health Service Act, as amended, Section 301(a) and Section 317K, 42 U.S.C. 241(a); 42 U.S.C. 247b-12
- 14. Federal Award Project Title**
California State Physical Activity and Nutrition Program (CalSPAN)
- 15. Assistance Listing Number**
93.439
- 16. Assistance Listing Program Title**
State Physical Activity and Nutrition (SPAN)
- 17. Award Action Type**
New
- 18. Is the Award R&D?**
No

Summary Federal Award Financial Information

19. Budget Period Start Date	09/30/2023	- End Date	09/29/2024	
20. Total Amount of Federal Funds Obligated by this Action				\$888,000.00
20a. Direct Cost Amount				\$888,000.00
20b. Indirect Cost Amount				\$0.00
21. Authorized Carryover				\$0.00
22. Offset				\$0.00
23. Total Amount of Federal Funds Obligated this budget period				\$0.00
24. Total Approved Cost Sharing or Matching, where applicable				\$0.00
25. Total Federal and Non-Federal Approved this Budget Period				\$888,000.00
26. Period of Performance Start Date	09/30/2023	- End Date	09/29/2028	
27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Period of Performance				\$888,000.00

28. Authorized Treatment of Program Income

ADDITIONAL COSTS

29. Grants Management Officer - Signature

Stephanie Latham

30. Remarks



Recipient Information	
Recipient Name PUBLIC HEALTH, CALIFORNIA DEPARTMENT OF 1616 Capitol Ave Ms 8701 Sacramento, CA 95814-7402 (916) 552-8264	
Congressional District of Recipient 07	
Payment Account Number and Type 1743204993A1	
Employer Identification Number (EIN) Data 743204993	
Universal Numbering System (DUNS) 799150615	
Recipient's Unique Entity Identifier (UEI) KD2JSY6LNMW7	
31. Assistance Type Cooperative Agreement	
32. Type of Award Other	

33. Approved Budget (Excludes Direct Assistance)	
I. Financial Assistance from the Federal Awarding Agency Only	
II. Total project costs including grant funds and all other financial participation	
a. Salaries and Wages	\$308,083.00
b. Fringe Benefits	\$184,110.00
c. Total Personnel Costs	\$492,193.00
d. Equipment	\$0.00
e. Supplies	\$1,154.00
f. Travel	\$15,863.00
g. Construction	\$0.00
h. Other	\$252,790.00
i. Contractual	\$126,000.00
j. TOTAL DIRECT COSTS	\$888,000.00
k. INDIRECT COSTS	\$0.00
l. TOTAL APPROVED BUDGET	\$888,000.00
m. Federal Share	\$888,000.00
n. Non-Federal Share	\$0.00

34. Accounting Classification Codes						
FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	OBJECT CLASS	CFDA NO.	AMT ACTION FINANCIAL ASSISTANCE	APPROPRIATION
3-921047C	23NU58DP007554	DP	410Q	93.439	\$888,000.00	75-23-0948



DEPARTMENT OF HEALTH AND HUMAN SERVICES Notice of Award

Centers for Disease Control and Prevention

Award# 1 NU58DP007554-01-00

FAIN# NU58DP007554

Federal Award Date: 08/23/2023

Direct Assistance

BUDGET CATEGORIES	PREVIOUS AMOUNT (A)	AMOUNT THIS ACTION (B)	TOTAL (A + B)
Personnel	\$0.00	\$0.00	\$0.00
Fringe Benefits	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$0.00	\$0.00
Construction	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
Total	\$0.00	\$0.00	\$0.00

AWARD ATTACHMENTS

PUBLIC HEALTH, CALIFORNIA DEPARTMENT OF

1 NU58DP007554-01-00

1. Terms and Conditions

AWARD INFORMATION

Incorporation: In addition to the federal laws, regulations, policies, and CDC General Terms and Conditions for Non-research awards at <https://www.cdc.gov/grants/federal-regulations-policies/index.html>, the Centers for Disease Control and Prevention (CDC) hereby incorporates Notice of Funding Opportunity (NOFO) number CDC-RFA-DP-23-0012, entitled The State Physical Activity and Nutrition Program (SPAN), and application dated March 28, 2023, as may be amended, which are hereby made a part of this Non-research award, hereinafter referred to as the Notice of Award (NoA).

Approved Funding: Funding in the amount of **\$888,000** is approved for the Year 1 budget period, which is September 30, 2023 through September 29, 2024. All future year funding will be based on satisfactory programmatic progress and the availability of funds.

The federal award amount is subject to adjustment based on total allowable costs incurred and/or the value of any third party in-kind contribution when applicable.

Note: Refer to the Payment Information section for Payment Management System (PMS) subaccount information.

Financial Assistance Mechanism: Cooperative Agreement

Substantial Involvement by CDC: This is a cooperative agreement and CDC will have substantial programmatic involvement after the award is made. Substantial involvement is in addition to all post-award monitoring, technical assistance, and performance reviews undertaken in the normal course of stewardship of federal funds.

CDC program staff will assist, coordinate, or participate in carrying out effort under the award, and recipients agree to the responsibilities therein, as detailed in the NOFO.

CDC will have substantial involvement beyond site visits and regular performance and financial monitoring during the period of performance. CDC activities are intended to ensure the success of the project and will include the following:

- Provide ongoing technical assistance.
- Provide SPAN implementation guidance to recipients on identifying and implementing strategies and activities
- Facilitate collaborative opportunities with other CDC funded NOFO national and state partners.
- Promote information sharing between recipients:
 - Facilitate routine conference calls, webinars, and other informational exchange.
 - Develop mechanism for documenting and sharing lessons learned.
- Convene recipient trainings.

Additionally, CDC will:

- Ensure that recipients have access to expertise found throughout NCCDPHP.
- Collaborate with recipients to explore appropriate flexibilities needed to meet public health outcomes and goals. Flexibility in cooperative agreements includes recipient's ability to propose alternative methods to achieve the outcomes and goals of the cooperative agreement that align with recipient's opportunities for success, infrastructure, partner and stakeholder buy-in, demographics, and burden. This includes bringing together resources from multiple cooperative agreements to jointly advance the goals of each and expanding the dialogue to bring in other CDC and recipient staff to reach a win/win solution.
- Create greater efficiencies and consistency across NCCDPHP programs. For example,
 - Jointly developed resources and tools that focus on cross-cutting functions, settings, domains, risk factors, conditions and diseases to ensure consistent messages and to meet technical assistance needs.
 - Joint training and technical assistance opportunities that help recipients produce policies and programs that are more holistic and fully supportive of work in tobacco, nutrition, physical activity, chronic disease management and other strategies and topics, as appropriate.
- Continue and expand support for recipients to leverage NCCDPHP resources to address cross-cutting functions, domains, settings, risk factors, and diseases.

Budget Revision Requirement: By October 30, 2023 the recipient must submit a revised budget with a narrative justification to reflect the approved funding amount of \$888,000. Failure to submit the required information in a timely manner may adversely affect the future funding of this project. If the information cannot be provided by the due date, you are required to contact the GMS/GMO identified in the CDC Staff Contacts section of this notice before the due date.

Summary Statement: Within 5 days of this Notice of Award's (NoA) issue date, the Summary Statement will be accessible to the recipient in GrantSolutions Grant Notes. Contact the assigned Program Officer indicated in the NoA with any questions regarding this document or any follow up requirements.

Expanded Authority: The recipient is permitted the following expanded authority in the administration of the award.

- Carryover of unobligated balances from one budget period to a subsequent budget period. Unobligated funds may be used for purposes within the scope of the project as originally approved. Recipients will report use, or intended use, of unobligated funds in Section 12 "Remarks" of the annual Federal Financial Report. If the GMO determines that some or all of the unobligated funds are not necessary to complete the project, the GMO may restrict the recipient's authority to automatically carry over unobligated balances in the future, use the

balance to reduce or offset CDC funding for a subsequent budget period, or use a combination of these actions.

FUNDING RESTRICTIONS AND LIMITATIONS

Indirect Costs:

Indirect costs are approved based on the negotiated indirect cost rate agreement dated July 8, 2022, which calculates indirect costs as follows, a Final is approved at a rate of 28.3% of the base, which includes, Total Indirect Cost divided by Total Direct Salaries and Benefits. The effective dates of this indirect cost rate are from July 1, 2022 to June 30, 2023.

Missing Contractual Elements – The contractors listed below are **not** approved and the recipient may not begin the contract until *names and itemized budgets*, are provided via GrantSolutions as an amendment and GMO approval is provided via Notice of Award.

Contractor 1: Child and Adult Care Food Program (CACFP) Roundtable

Contractor 2: First Five

Contractor 3: TBD - Evaluation

Contractor 4: TBD

Contractor 5: University of California, Nutrition Policy Institute

Contractor 6: San Francisco Department of Public Health

Contractor 7: California Department of Food and Agriculture (CDFA)

Contractor 8: California Breastfeeding Coalition

Contractor 9: CDPH Maternal, Child and Adolescent Health Division

Contractor 10: California WIC Association

REPORTING REQUIREMENTS

Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIIS): Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all

information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and to the HHS OIG at the following addresses:

CDC, Office of Grants Services
Daniel Jackson, Grants Management Specialist
Centers for Disease Control and Prevention
Branch 5 Supporting Chronic Diseases and Injury Prevention
2939 Flowers Road, MS TV2
Email: gpz2@cdc.gov (Include "Mandatory Grant Disclosures" in subject line)

AND

U.S. Department of Health and Human Services
Office of the Inspector General
ATTN: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW
Cohen Building, Room 5527
Washington, DC 20201

Fax: (202)-205-0604 (Include "Mandatory Grant Disclosures" in subject line) or
Email: MandatoryGranteeDisclosures@oig.hhs.gov

Recipients must include this mandatory disclosure requirement in all subawards and contracts under this award.

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371. Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 and 376, and 31 U.S.C. 3321).

CDC is required to report any termination of a federal award prior to the end of the period of performance due to material failure to comply with the terms and conditions of this award in the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS). (45 CFR 75.372(b)) CDC must also notify the recipient if the federal award is terminated for failure to comply with the federal statutes, regulations, or terms and conditions of the federal award. (45 CFR 75.373(b))

PAYMENT INFORMATION

The HHS Office of the Inspector General (OIG) maintains a toll-free number (1-800-HHS-TIPS [1-800-447-8477]) for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Information also may be submitted by e-mail to hhstips@oig.hhs.gov or by mail to Office of the Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington DC 20201. Such reports are treated as sensitive material and submitters may decline to give their names if they choose to remain anonymous.

Payment Management System Subaccount: Funds awarded in support of approved activities have been obligated in a subaccount in the PMS, herein identified as the “P Account”. Funds must be used in support of approved activities in the NOFO and the approved application.

The grant document number identified beginning on the bottom of Page 2 of the Notice of Award must be known in order to draw down funds.



San Francisco Department of Public Health

Grant Colfax, MD
Director of Health

City and County of San Francisco
London N. Breed
Mayor

Memorandum

To: Honorable Members of the Board of Supervisors

From: San Francisco Department of Public Health

Date: Thursday, October 24, 2024

RE: **Retroactivity re: File 241025:** Accept and Expend Grant - Centers for Disease Control and Prevention, California Department of Public Health - State Physical Activity and Nutrition (SPAN) Program and CDPH CalFresh Health Living Grant

This Resolution seeks authorization for the Department of Public Health (DPH) to retroactively accept and expend funds in the amount of \$440,000 from the Centers for Disease Control and Prevention (CDC) through the California Department of Public Health (CDPH).

This item is retroactive due to delays in receiving the final grant budget documents from CDPH. SFDPH received initial notice of the grant on December 8, 2023, for a project start date of August 1, 2024. This start date was predetermined by the grantor. However, DPH did not receive the final grant budget and contract documents until July 9, 2024. Once these issues were resolved with CDPH, DPH put together the accept and expend packet and forwarded it to the Controller's Office for review on September 10, 2024. The Controller's Office approved the accept and expend packet and forwarded it to the Mayor's Office on October 1, 2024, for introduction on October 15, 2024. We respectfully request retroactive authorization for this item.

Please contact Christina Chiong, SFDPH Accept & Expend Unit Manager, at christina.chiong@sfdph.org for any questions about this request for retroactive authorization.

City and County of San Francisco

Department of Public Health



**London N. Breed
Mayor**

TO: Angela Calvillo, Clerk of the Board of Supervisors
**FROM: Dr. Grant Colfax
Director of Health**
DATE: 9/26/2024
SUBJECT: Grant Accept and Expend
**GRANT TITLE: State Physical Activity and Nutrition (SPAN) Program and
CDPH CalFresh Health Living Grant - \$440,000**

Attached please find the original and 1 copy of each of the following:

- Proposed grant resolution, original signed by Department
- Grant information form, including disability checklist
- Budget and Budget Justification
- Grant application
- Agreement / Award Letter
- Other (Explain):

Special Timeline Requirements:

Departmental representative to receive a copy of the adopted resolution:

Name: Gregory Wong (greg.wong@sfdph.org) Phone: 554-2521

Interoffice Mail Address: Dept. of Public Health, 101 Grove St # 108

Certified copy required Yes

No

From: [Trejo, Sara \(MYR\)](#)
To: [BOS Legislation, \(BOS\)](#)
Cc: [Paulino, Tom \(MYR\)](#); [Validzic, Ana \(DPH\)](#); [Wong, Greg \(DPH\)](#); [Chiong, Christina \(DPH\)](#)
Subject: Mayor -- Resolution -- State Physical Activity and Nutrition Program A&E
Date: Tuesday, October 15, 2024 2:33:34 PM
Attachments: [1273 Board Cover Memo.docx](#)
[DPH A&E - State Physical Activity and Nutrition \(SPAN\) Program and CDPH CalFresh Health Living Grant - \\$440,000.pdf](#)
[DPH A&E Resolution - State Physical Activity and Nutrition \(SPAN\) Program and CDPH CalFresh Health Living Grant - \\$440,000.doc](#)
[RE New Proposed Legislation from DPH \(State Physical Activity and Nutrition \(SPAN\) Program and CDPH CalFresh Health - \\$440000\).msg](#)
[Supporting Docs.zip](#)

Hello Clerks,

Attached is a Resolution retroactively authorizing the Department of Public Health to accept and expend a grant in the amount of \$440,000 from the Centers for Disease Control and Prevention through the California Department of Public Health for participation in a program, entitled “State Physical Activity and Nutrition (SPAN) Program and CDPH CalFresh Health Living Grant,” for the period of August 1, 2024, through September 30, 2028.

Best regards,

Sara Trejo

Legislative Aide

Office of the Mayor

City and County of San Francisco