

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: HEALTH SERVICES AGENCY

BOARD AGENDA # *B-11

Urgent _____ Routine X

AGENDA DATE April 24, 2001

CEO Concurs with Recommendation YES (initials) NO _____
(Information Attached)

4/5 Vote Required YES _____ NO _____

SUBJECT:

APPROVAL OF THE STATE DEPARTMENT OF HEALTH SERVICES CONTRACT #00-91804 WITH THE STANISLAUS COUNTY HEALTH SERVICES AGENCY FOR THE CALIFORNIA SAFE COMMUNITIES INJURY PREVENTION PROJECT

STAFF
RECOMMEN-
DATIONS:

1. APPROVAL OF THE STATE DEPARTMENT OF HEALTH SERVICES CONTRACT #00-91804 WITH THE STANISLAUS COUNTY HEALTH SERVICES AGENCY FOR THE CALIFORNIA SAFE COMMUNITIES INJURY PREVENTION PROJECT.
2. AUTHORIZE THE HEALTH SERVICES AGENCY MANAGING DIRECTOR TO SIGN AND EXECUTE THE CONTRACT, AND ANY AMENDMENTS THEREAFTER.

FISCAL
IMPACT:

The term of this contract is from April 1, 2001 through September 30, 2002. The maximum allocation from the state for this period is \$40,000. The Agency is required to match a total of \$33,217 county dollars from its share of vehicle license fees for this project. This grant covers an 18-month period, over 3 fiscal years. The allocations for each fiscal year is as follows: \$6,608 for fiscal year 2000-01, \$26,012 for 2001-02, and \$7,380 for 2002-03. These dollars have been included in the 2001 and 2002 HSA budget.

BOARD ACTION AS FOLLOWS:

No. 2001-299

On motion of Supervisor Simon, Seconded by Supervisor Mayfield
and approved by the following vote,

Ayes: Supervisors: Mayfield, Simon, Caruso, and Chair Paul

Noes: Supervisors: None

Excused or Absent: Supervisors: Blom

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

Motion:

APPROVAL OF THE STATE DEPARTMENT OF HEALTH SERVICES CONTRACT #00-91804 WITH THE STANISLAUS COUNTY HEALTH SERVICES AGENCY FOR THE CALIFORNIA SAFE COMMUNITIES INJURY PREVENTION PROJECT

PAGE: 2

DISCUSSION: The rate of unintentional deaths, the largest fraction being motor vehicles deaths, is high in Stanislaus County. Unintentional deaths is identified as one of the critical health issues in the 1999 and 2000 community health report. In response, the Health Services Agency applied for and was awarded the Safe Communities Injury Prevention Project to address this issue.

The goal of this 18-month planning project is to recruit, develop, and maintain a community based motor vehicle injury prevention coalition which will develop a strategic plan for the reduction of motor vehicle related injuries. The scope of work includes: 1) establish the Vehicle Injury Prevention (VIP) Coalition; 2) conduct county wide community assessment on motor vehicle injuries; 3) create a community profile; 4) develop a prevention strategic plan; and 5) seek further funding opportunities for implementation.

It is anticipated that at the end of this funding period, the Coalition will develop a strategic plan on vehicle injury prevention for a selected community in this County. HSA will seek further funding for the implementation of the prevention strategies.

**POLICY
ISSUES:**

The Board's approval of this agenda item will allow the Health Services Agency to establish a community based coalition to address motor injuries, which is identified as a critical health issue in this County. The implementation of this project meets the Board's goals of ensuring a Safe and Healthy Community, and modeling Community Leadership.

**STAFFING
IMPACTS:**

Staffing needed for this project is included in the 2000-01 budget.

THIS AGREEMENT, made and entered into this 1 day of April, 2001
in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE Chief, Program Support	AGENCY Department of Health Services	, hereafter called the State, and
CONTRACTOR'S NAME Stanislaus County Health Services Agency		, hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials as follows: *(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)*

1. SCOPE OF WORK:

The Contractor shall conduct a California Safe Communities Injury Prevention Project by working towards the achievement of the goals stated in Exhibit "A", entitled "Scope of Work, Year One", Exhibit "AA", entitled "Scope of Work, Year Two", and Exhibit "AAA", entitled, "Scope of Work, Year Three", in accordance with the following terms and conditions stated herein.

2. CONTRACT TERM:

The term of this agreement shall be from April 1, 2001 through September 30, 2002 subject to the provisions of Paragraph 4, MAXIMUM AMOUNT PAYABLE.

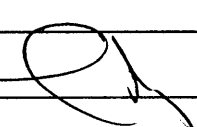
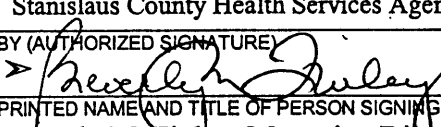
3. INCORPORATED EXHIBITS:

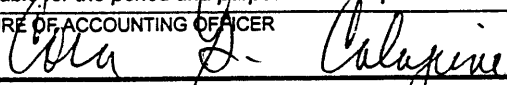
The following exhibits are attached, incorporated herein and made a part of hereof by this reference:

- A. Exhibit A, entitled "Scope of Work" (Year One), consisting of three pages.

(CONTINUED ON 5 SHEETS, EACH BEARING NAME OF CONTRACTOR AND CONTRACT NUMBER.

The provisions on the reverse side hereof constitute a part of this agreement.
IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA		CONTRACTOR	
AGENCY Department of Health Services	CONTRACTOR <i>(If other than an individual, state whether a corporation, partnership, etc.)</i> Stanislaus County Health Services Agency		
BY (AUTHORIZED SIGNATURE) 	BY (AUTHORIZED SIGNATURE) 		
PRINTED NAME OF PERSON SIGNING Edward Stahlberg	PRINTED NAME AND TITLE OF PERSON SIGNING Beverly M. Finley, Managing Director		
TITLE Chief, Program Support Branch	ADDRESS 830 Scenic Drive, Modesto, CA 95350		

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 6,608	PROGRAM/CATEGORY (CODE AND TITLE) Clearing Account		FUND TITLE General		Department of General Services Use Only
	(OPTIONAL USE)				
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	ITEM 4260-001-0001	CHAPTER 52	STATUTE 2000	FISCAL YEAR 2000-2001	Exempt From DGS Approval Per DGS Exemption Notice #55.2
TOTAL AMOUNT ENCUMBERED TO DATE \$ 6,608	OBJECT OF EXPENDITURE (CODE AND TITLE) 00-13449-4525-418-02-R13449-00				
<i>I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.</i>		T.B.A. NO.	B.R. NO.		
SIGNATURE OF ACCOUNTING OFFICER X 			DATE 5/09/01		

STANDARD AGREEMENT

1. The contractor 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, materialmen, laborers and any other person, firm or corporation furnishing or supplying work services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the Contractor in the performance of this contract.
2. The Contractor, and the agents and employees of Contractor, in the performance of the agreement, shall act in an independent capacity and not as officers or employees or agents of State of California.
3. The State may terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, the State may proceed with the work in any manner deemed proper by the State. The cost to the state shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.
4. Without the written consent of the State, this agreement is not assignable by Contractor either in whole or in part.
5. Time is the essence of this agreement.
6. No alteration or variation of the terms of this contract shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.
7. The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel and per diem, unless otherwise expressly so provided.

- B. Exhibit AA, entitled "Scope of Work" (Year Two), consisting of four pages.
- C. Exhibit AAA, entitle "Scope of Work" (Year Three), consisting of one page.
- C. Exhibit A(S), entitled "Additional Provisions" consisting of 14 pages.
- D. Exhibit B, entitled "Budget" (Year 1), consisting of one page.
- D. Exhibit BB, entitled "Budget" (Year 2), consisting of one page.
- E. Exhibit BBB, entitled "Budget" (Year 3), consisting of one page.
- F. Exhibit C, entitled "Contract Uniformity", consisting of two pages.
- G. Exhibit D, entitled "Travel Reimbursement Information", consisting of two pages.
- H. Exhibit E, entitled "Standardized Evaluation Methods for Process Objectives," consisting of three pages. Should there be a conflict between the "Methods of Evaluation" in the contract workplan and Exhibit E, Exhibit E shall prevail.
- I. Exhibit F, entitled "Event Notification Guidelines for Safe Communities", consisting of three pages, including Exhibit "F1", entitled "California Safe Communities Event Notification Form". Exhibit F1 shall be faxed to the Office of Traffic Safety (OTS) Public Information Officer, OTS Program Coordinator, and the Department of Health services' Safe Communities Coordinator two weeks prior to a scheduled event.
- J. Exhibit G, entitled "Contractor's Release", consisting of one page.

4. MAXIMUM AMOUNT PAYABLE:

Subject to the provisions of Paragraph 5, LIMITATION OF STATE LIABILITY, and Paragraph 6, FUNDING REDUCTION IN SUBSEQUENT FISCAL YEARS, the maximum amount payable shall not exceed the following amounts:

- A. \$6,608 for the 2000-2001 fiscal year (April 1, 2001 – June 30, 2001).
- B. \$26,012 for the 2001-2002 fiscal year (July 1, 2001 – June 30, 2002).
- C. \$7,380 for the 2002-2003 fiscal year (July 1, 2002 – September 30, 2002).
- C. \$40,000 for the entire contract term.

5. LIMITATION OF STATE LIABILITY:

Payment for performance by the contractor may be dependent upon the availability of future appropriations by the Legislature for the purposes of this contract. No legal liability on the part of the State for any payment may arise under this agreement until funds are made available and until the Contractor has received notice of funding availability, which will be confirmed in writing.

6. FUNDING REDUCTION IN SUBSEQUENT FISCAL YEARS:

If funding for any fiscal year is reduced or deleted by the Legislature, for purposes of this Program, the State shall have the option to either:

- A. Cause this agreement to be canceled pursuant to Paragraph 8, CANCELLATION, or
- B. Offer a contract amendment to the contractor to reflect the reduced funding for this agreement.

7. PAYMENT PROVISIONS:

In consideration of the services performed in a manner acceptable to the State, the State shall reimburse the Contractor for actual costs incurred as outline in Budget Exhibits "B", "BB", and "BBB", respectively.

Invoices are to be signed by an authorized official, employee, or agent of the Contractor certifying that the expenditures reported are actual expenditures for the period reported and for services agreed to herein and necessary in carrying out the provisions of this contract.

Invoices shall be submitted in a format prescribed by the State, in triplicate, not more frequently than monthly, in arrears to:

Department of Health Services
State and Local Injury Control Section
California Safe Communities Program
Attn: Barbara Alberson
611 North 7th Street, MS 39A
P.O. Box 942732
Sacramento, CA 94234-7320

8. CANCELLATION:

This agreement may be canceled without cause by either party upon a 30-day advance written notice to the other party. Such notification shall state the effective date of termination and any final performance and/or payment/invoicing requirements.

9. CONTRACTOR'S RELEASE:

The Contractor agrees to complete and return Exhibit G, Department of Health Services "Contractor's Release" form, to the address specified in Paragraph 7, "Payment Provisions", after receipt of the final invoice payment from the State.

10. ALLOWABLE LINE ITEM SHIFTS:

- A. Cumulative line item shifts of up to \$10,000 per line item may be made, provided no line item is increased or decreased by more then \$10,000 and the annual contract total is not changed.
- B. Line item shifts meeting this criteria shall not require a formal contract amendment.

11. REPORT SUBMISSION:

All reports, invoices, and other correspondence related to this agreement are to be delivered to the address listed in Paragraph 7, above.

12. PROJECT MANAGER:

The Contractor agrees to designate a specific individual as Project Manager. The Project Manager shall be responsible for ensuring the terms and conditions of the contract are met. The Contractor will notify the State within five (5) working days of a change in the status of the Project Manager. The State reserves the right to approve any substitute Project Manager.

13. STATE PROJECT COORDINATOR:

Barbara Alberson, Chief, State and Local Injury Control Section, is designated as the State's Project Coordinator. The State may at any time designate a substitute Project Coordinator.

14. PROGRESS REPORTS:

Written progress reports shall be submitted quarterly to the Project Coordinator within 15 days following the end of each report period: July 15, 2001, October 15, 2001, January 15, 2002 and April 15, 2002. The Contractor shall comply with the policies and procedures including Progress Report Guidelines provided by DHS. Invoices may be held for payment when Progress Reports are not submitted by specified due dates.

15. PURCHASE OF EQUIPMENT:

No equipment shall be purchased by the Contractor for the performance of this contract except those line items approved by the State and incorporated into this agreement. Prior authorization in writing will be required before the Contractor will be reimbursed for any purchase order or invoice for equipment in excess of \$500. State property shall be used only for the performance of this contract. All equipment, material, supplies, or property of any kind purchased from funds reimbursed or furnished by the State under the terms of this contract and not fully consumer in the performance of the contact shall be the property of this State and shall be subject to the provisions of this paragraph and Paragraph 3 of Exhibit "A(S)".

16. ACKNOWLEDGEMENT:

The Contractor shall acknowledge, in the following manner, the support of the State whenever any findings, data, and materials delivered pursuant to this contract are used in any publications: "This material is based upon work supported by the State of California, Department of Health Services, State and Local Injury Control Section, and the State Office of Traffic Safety under Contract Number 00-91804."

17. MEETINGS/SITE VISITS:

The Contractor agrees to cooperate with the State by participating in meetings and site visits as the State or its designee may deem necessary for the monitoring and evaluation of the Contractor's performance. In these circumstances, State staff, including the State Office of Traffic Safety, or designee will be given

access to all data, working papers, facilities, etc., which may be utilized in the performance of requested services.

18. OUT-SERVICE TRAINING:

The Contractor shall submit, at least two weeks in advance of any out-service training event, a written request for permission to attend said training event. Permission to attend such events(s) shall be faxed and reviewed by the OTS and DHS Project Coordinators with consideration to available budget and pertinence to the Safe Communities Program.

19. PRIOR APPROVAL OF PROJECT FINDINGS:

Oral or written release of project findings/final report, except for technical papers or oral presentations, must receive prior approval from the State Project Coordinator.

20. CONTRACTOR'S FINDINGS:

Opinions, findings and conclusions are those of the contracting agency's staff and not those of the State agencies (DHS/OTS).

21. PAID ADVERTISING:

Funding for public information activities/advertising does not include paid commercial advertising, such as the purchase of radio or television airtime, billboard rental, etc.

22. FINAL REPORT:

A final report is due 30 days after the end of the contract period. One original and two copies shall be sent to the State Project Coordinator.

23. TIMELY SUBMISSION OF FINAL INVOICES

- A. A final undisputed invoice shall be submitted for payment as soon as practical, following the contract expiration or termination date and, in no case, later than ninety (90) calendar days following the expiration or termination date of this contract, unless a later or alternate deadline is negotiated and agreed upon in writing by the State. Said invoice should be clearly marked "Final Invoice", to indicate that all payment obligations of the State under this contract have ceased and that no further payments are due or outstanding.
- B. The State, at its discretion, may elect not to honor any delinquent final invoice if the Contractor fails to obtain prior written State approval of an alternate final invoice submission deadline. Written State approval to extend the final invoice submission deadline shall be sought prior to the expiration or termination date of this contract.
- C. The Contractor is hereby advised of its obligation to submit, with the final invoice, a "Contractor's Release (Exhibit G)" acknowledging submission of the final invoice to the State and certifying the approximately percentage amount, if any, of recycled products used in performance of this contract.

24. YEAR 2000 COMPLIANCE REQUIREMENTS:

The Contractor warrants and represents that the goods or services sold, leased, or licensed to the State of California, its agencies, or its political subdivisions, pursuant to this contract are "Year 2000 compliant". For purposes of this contract, a good or service is Year 2000 compliant if it will continue to fully function before, at, and after the Year 2000 without interruption and if applicable, with full ability to accurately and unambiguously process, display, compare, calculate, manipulate, and otherwise utilize date information. This warranty and representation supersedes all warranty disclaimers and limitation and all limitations liability provided by or through the Contractor.

25. PROHIBITED USE OF STATE FUNDS FOR SOFTWARE:

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract acquisition, operation or maintenance of computer software in violation of copyright laws.

**EXHIBIT A
 SCOPE OF WORK**

Year One

April 1, 2001 – June 30, 2001

The Contractor shall work toward achieving the following goals and will accomplish the following outcome and process objectives. This shall be done by performing the specified process objectives and evaluating the results using the listed methods.

GOAL STATEMENT: To recruit, develop, and maintain a community based motor vehicle injury prevention coalition which will develop a strategic plan for the reduction of motor vehicle related injuries.

MEASURABLE OUTCOME	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S)
1. Establish a Safe Communities Coalition with approximately 12-15 members comprised of people that represent the following areas: health care, law enforcement, neighborhood collaboratives, public health, car seat safety network, community based organizations, etc.	1.1. Contact potential members via letter of invitation and follow-up phone calls to invite them to join the Safe Communities Coalition. Potential members will include: <ul style="list-style-type: none"> ▪ Modesto Police Department Officer ▪ California Highway Patrol Officer ▪ Public Health Officer ▪ Public Health Nurse ▪ Members of the Keep Baby Safe (Car Seat Safety) Network ▪ American Medical Response ▪ Trauma Center personnel ▪ Alcohol and Drug Prevention Program ▪ City Planners ▪ Stanislaus County Risk Management ▪ Cable One (local cable TV) ▪ Modesto City Schools ▪ Health Services Agency Epidemiologist ▪ Neighborhood Collaborative ▪ Citizens for Safe Driving Committee ▪ Pedestrian Safety Committee 	1.1. 04/01 – 06/30/01 By Project Director/Coalition Coordinator (PD/CC), and Admin Clerk II (AC)	1.1. Invitation Letter Contact Log Meeting Announcement Participant Sign-In Sheet

MEASURABLE OUTCOME	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S)
<p>2. Start to conduct a community assessment that includes local injury data and community input.</p>	<p>1.2. Conduct first meeting to discuss and explain the Coalition's functions, which will include:</p> <ul style="list-style-type: none"> ▪ Provide input on local injury data resources ▪ Develop a strategic plan for traffic-related injury prevention ▪ Aid in obtaining community input during assessment phase ▪ Plan for and market traffic-related injury prevention strategies ▪ Facilitate communication among groups and build community ownership <p>1.3. Establish organization structure for Coalition by election of Chair and Co-chair</p> <p>1.4. Continue meeting monthly to</p> <ul style="list-style-type: none"> 1.4.1. Begin strategic planning process 1.4.2. Create vision and mission 1.4.3. Gather and analyze data 1.4.1. Create community profile by selecting a community to target prevention strategies 1.4.2. Develop strategic plan <p>2.1. Recruit a core group (law enforcement, emergency responders, medical staff from trauma centers, etc.) of the Safe Community Coalition members to serve on a Community Assessment Task Force. These members and the entire Coalition will also suggest appropriate community members to join this Task Force.</p>	<p>1.2. 05/01- 06/30/01 By PD/CC, and Coalition members</p> <p>1.3. 05/01 – 06/30/01 By Coalition members</p> <p>1.4. Ongoing</p> <p>2.1. 05/01 – 06/30/01 By PD/CC, and Coalition members</p>	<p>1.2. Meeting Announcement Meeting Agenda Meeting Minutes Safe Communities Mission And Goals Participant Sign-In Sheet Cumulative Attendance Records</p> <p>1.3. Organization structure Elected Chair and co-chair</p> <p>1.4. Participant Sign-in Sheets Cumulative Attendance Records</p> <p>2.1. List of Task Force Membership</p>

MEASURABLE OUTCOME	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S)
	<p>2.2. Start to gather data from various available sources within the State and County, such as motor vehicle injury reports from law enforcement, mortality reports, etc.</p> <p>2.3. Conduct 1 – 2 community forums to report on the preliminary results of data gathered. The community will be asked to:</p> <ul style="list-style-type: none"> ▪ respond to data, ▪ suggest additional areas to be researched, ▪ report on anecdotal motor vehicle injury issues (e.g., dangerous intersections near schools, etc.). 	<p>2.2. 05/01- 06/30/01 By PD/CC, Task Force members, epidemiologist</p> <p>2.3. 06/30/01 By PD/CC, Task Force members, and Coalition members</p>	<p>2.2. Report of Data Obtained</p> <p>2.3. Meeting Announcement/Flyer Agenda Notes of discussion topics List of issues identified and any appropriate recommendations for action Participant Sign-in Sheet</p>

**EXHIBIT AA
 SCOPE OF WORK
 Year Two**

July 1, 2001 – June 30, 2002

The Contractor shall work toward achieving the following goals and will accomplish the following outcome and process objectives. This shall be done by performing the specified process objectives and evaluating the results using the listed methods.

GOAL STATEMENT: To recruit, develop, and maintain a community based motor vehicle injury prevention coalition which will develop a strategic plan for the reduction of motor vehicle related injuries in Stanislaus County.

MEASURABLE OUTCOME	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S)
1. Create a Community Profile to for the development of motor vehicle injury prevention strategies.	1.1. Review data gathered by the Community Assessment Task Force, from various data sources, and results of community forums.	1.1. 07/01 – 08/30/01 By Task Force members, Project Director/Coalition Coordinator (PD/CC), and Epidemiologist.	1.1. Data summary Notes from community forums
	1.2. Determine and identify the target community by analyzing these data.	1.2. 08/01 – 09/30/01 By PD/CC, task force, and epidemiologist	1.2. Community identified
	1.3. Review injury problems and needs in the identified community.	1.3. 09/01 – 10/30/01 By CC, Epidemiologist, and task force	1.3. Data sources and summary
	1.4. Obtain cost figures associated with these problems from local hospitals and trauma centers, law enforcement agencies, and State.	1.4. 09/01 –10/30/01 By CC, Epidemiologist, and Coalition members	1.4. List of data sources

MEASURABLE OUTCOME	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S)
<p>2. Develop a draft strategic plan for the reduction of motor vehicle injuries, to submit funding proposal to the Office of Traffic Safety.</p>	<p>1.5. Create the community's profile to include: 1.5.1. description of the target population, such as demographics 1.5.2. identified traffic related injury problems 1.5.3. existing programs and resources for injury prevention 1.5.4. key stakeholders, community agencies, and policy makers, who can influence change and prevention strategies in this community</p> <p>2.1. Initiate strategic planning process at Coalition meetings by: 2.1.1. Introduction of strategic planning concept and methodology 2.1.2. Distribute reading materials on strategic planning process</p> <p>2.2. Continue with monthly Coalition meetings, and proceed with the strategic planning process: 2.2.1. Identify mission 2.2.2. Review community profile data 2.2.3. Identify prevention strategies</p> <p>2.3. Prepare draft strategic plan.</p> <p>2.4. Prepare funding proposal to be submitted to the Office of Traffic Safety, for the implementation of strategic plan.</p>	<p>1.5. 08/01 – 10/30/01 By CC, and epidemiologist</p> <p>2.1. 07/01 By CC and Coalition members</p> <p>2.2. 10/01 – 12/01 By CC, and Coalition members</p> <p>2.3. 12/01 – 01/02 By CC</p> <p>2.4. 12/01 – 01/15/02 By CC, with assistance from Agency's grant writer.</p>	<p>1.5. Completed community profile</p> <p>2.1. Meeting agenda Notes and minutes Attendance sheets Copies of ready materials</p> <p>2.2. Meeting notes</p> <p>2.3. Completed draft strategic plan</p> <p>2.4. Submitted funding proposal.</p>

MEASURABLE OUTCOME	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S)
<p>3. Conduct 2-3 focus groups and/or community forums to foster community ownership of the Safe Communities VIP Project.</p>	<p>3.1. Conduct 2-3 focus group discussions and/or community forums to :</p> <p>3.1.1. present the community profile and draft strategic plan to the stakeholders and community members</p> <p>3.1.2. obtain input from the community</p> <p>3.1.3. foster support and buy in for prevention activities.</p> <p>3.2. Invite community members who are not already on the Coalition to become Coalition members.</p> <p>3.3. Provide regular project updates and progress to the community by using flyers, newsletters, PSAs, or utilizing the local cable public access channel.</p>	<p>3.1. 10/01 – 1/02 By CC, and Coalition members</p> <p>3.2. 11/01 – 12/01</p> <p>3.3 12/01 – 06/02 By CC, Admin Clerk, and Coalition members</p>	<p>3.1. Meeting agendas and announcements Notes from discussions Sign in sheets</p> <p>3.2. List of new Coalition members</p> <p>3.3 Copies of newsletters and flyers Cable TV PSAs</p>
<p>4. Finalize the draft strategic plan.</p>	<p>4.1. Examine the feasibility for implementation of the prevention strategies identified in the draft.</p> <p>4.2. Finalize action plans for strategies by:</p> <p>4.2.1. Convene small workgroup(s) to develop action plans for each identified strategy.</p> <p>4.2.2. Conduct informal polls or focus groups to obtain ideas and resource commitments.</p> <p>4.2.3. Build in marketing component as one of the strategies and/or action.</p>	<p>4.1. 01/02 – 02/02 By coalition coordinator and members</p> <p>4.2. 01/02 – 03/02 Monthly meetings with coalition members</p>	<p>4.1. Meeting agenda Meeting notes and minutes, Attendance sheets and records.</p> <p>4.2. Meeting agenda, Meeting notes and minutes, Attendance sheets and records</p>

MEASURABLE OUTCOME	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S)
<p>5. Market the developed strategic plan to the community at large and key decision-makers.</p>	<p>5.1. Start preliminary marketing activities by participating in the Child Passenger Safety Week. Participate in a community event, such as a health fair in conjunction with the existing Keep Baby Safe Program, to distribute information and increase public awareness on injury prevention.</p> <p>5.2. Begin developing marketing strategies to be included in the strategic plan.</p> <p>5.3. Present strategic plan to County Board of Supervisors for buy in and support.</p> <p>5.4. Hold 1-2 community meetings to include stakeholders, and present strategic plan.</p> <p>5.5. Implement other marketing action steps developed in the strategic plan.</p>	<p>5.1. 02/02</p> <p>5.2. 04/02 by strategic plan workgroup</p> <p>5.3. 05/02 by Coalition Chair</p> <p>5.4. 05/02 – 06/02 by Coalition members and Coalition Coordinator</p> <p>5.5. 05/02 – 06/02 by persons outlined in the strategic plan</p>	<p>5.1. event announcement event description estimated number of participants reached promotional items (if any) given at event media coverage or photos</p> <p>5.2. copy of the strategic plan</p> <p>5.3. copy of presentation printed public comments by Board of Supervisors</p> <p>5.4. Announcements Flyers Sign in sheets Agenda Materials distributed at Meetings List of presentation locations and times</p> <p>5.5. methods outlined in plan</p>

**EXHIBIT AAA
 SCOPE OF WORK
 Year Three**

July 1, 2002 – September 30, 2002

The Contractor shall work toward achieving the following goals and will accomplish the following outcome and process objectives. This shall be done by performing the specified process objectives and evaluating the results using the listed methods.

GOAL STATEMENT: To recruit, develop, and maintain a community based motor vehicle injury prevention coalition which will develop a strategic plan for the reduction of motor vehicle related injuries.

MEASURABLE OUTCOME	IMPLEMENTATION ACTIVITIES	TIMELINE	METHOD(S) OF EVALUATING OBJECTIVE(S)
1. Market the developed strategic plan will be marketed to the community at large and key decision makers for their buy in and support.	1.1. Hold 1 or 2 community meetings or public forums to present the finalized strategic plan. 1.2. Implement other marketing action steps outlined in the strategic plan.	1.1. 07/02, by Coalition Coordinator and Coalition members. 1.2. 07/02, by persons listed in strategic plan.	1.1. announcements and flyers meeting agenda sign in sheets materials distributed 1.2 as outlined in the strategic plan
2. Develop an implementation grant proposal will be developed and for submission to Office of Traffic Safety and a minimum of 1 other funding source for funding.	2.1. Research on funding opportunities. 2.2 Convene workgroup to start developing a grant/funding proposal for the implementation of prevention strategies. 2.3 Submit proposal to funding organizations, such as OTS, California Endowment, Public Health Institute, etc.	2.1 07/02, by Coalition Coordinator and grant writer. 2.2 07/02 – 08/02, By CC and one or two Coalition members. 2.3 09/02 and beyond, depending on funding cycles of the various funding organizations. By CC.	2.1 list of contacted funding organizations 2.2 Copy of proposal 2.3 Letters of intent and copies of proposal submitted. List of funding agencies Award letter

STATE OF CALIFORNIA
DEPARTMENT OF HEALTH SERVICES

ADDITIONAL PROVISIONS

(FOR COST REIMBURSEMENT SUBVENTION AID/LOCAL ASSISTANCE
COST REIMBURSEMENT CONTRACTS/GRANTS)

1. TRAVEL AND PER DIEM

Any reimbursement for necessary travel and per diem shall be at rates currently in effect, as established by the Department of Personnel Administration, for similar state employees. Exceptions to these rates may be approved by the State upon the verification of a statement submitted by the Contractor indicating that such rates are not available to the Contractor. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.

2. PURCHASING/PROCUREMENT RULES

- a. **Units of local government, public entities (including the Universities of California and California State University and auxiliary organizations/foundations thereof), and state or federal agencies**, whether acting as a contractor and/or subcontractor, may use their existing procurement systems to secure *all* articles, supplies, equipment (e.g., non-expendable items with a unit cost of \$500 or more and a useful life expectancy of four or more years, including EDP/ADP, telecommunications, and motor vehicles), and services related to such purchases that are required in performance of this contract, **without regard to dollar limit**, subject to the provisions in paragraphs e through i of this section. *The provisions in paragraphs b, c, and d of this section may also apply, if purchases are subdelegated to subcontractors that are nonprofit organizations, for-profit entities or private vendors.*
- b. All other entities (nonprofit organizations, for-profit entities, or private vendors) may use their existing procurement systems to secure articles, supplies, equipment (e.g., nonexpendable items with a unit cost of \$500 or more and a useful life expectancy of four or more years, including EDP/ADP, telecommunications and motor vehicles), and services related to such purchases that are required in performance of this contract. **Equipment procurement shall not exceed an annual maximum limit of \$50,000**, subject to the provisions stipulated in paragraphs c through i of this section. *The provisions in paragraph a of this section may also apply, if purchases are subdelegated to subcontractors that are units of local government, public entities, state or federal agencies.*
- c. All other entities (nonprofit organizations, for-profit entities, or private vendors), whether acting as a contractor or subcontractor, shall use procurement systems that meet the following standards:
 - (1) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement contract in which, to his or her knowledge, he or she has a financial interest.
 - (2) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.

(3) Procurements shall be conducted in a manner that provides for all of the following:

- (a) Avoidance of the purchasing of unnecessary or duplicate items.
- (b) Solicitations for capital expenditures (equipment) shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.
- (c) The taking of positive steps to utilize small, minority, women, or veteran owned businesses.
- d. **To secure equipment above the annual maximum limit of \$50,000**, the Contractor shall make arrangements, through the appropriate Department of Health Services (DHS) program contract manager, to have all remaining equipment purchased through the DHS Purchasing Unit by way of the Department of General Services, Office of Procurement. The cost of equipment purchased by or through the State shall be deducted from the funds available in this contract. Contractor shall submit to the DHS Purchasing Unit a list of equipment specifications for those items that the State must purchase. The State may pay the vendor directly for such arranged equipment purchases and title to the equipment will remain with the State. The equipment will be delivered to the Contractor's address, as stated on the face of the contract, unless the Contractor notifies the State, in writing, of an alternate delivery address.
- e. Prior written authorization from the DHS program contract manager will be required before the Contractor will be reimbursed for any purchase of \$5,000 or more for articles, supplies, equipment, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by the State, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.
- f. In special circumstances, defined by the State, the State may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. The State reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that the State determines to be unnecessary in carrying out performance under this contract.
- g. The Contractor and/or Subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this contract. The State reserves the right to request copies of these documents and to inspect the purchasing practices of the Contractor and/or subcontractor at any time.
- h. For all purchases, the Contractor and/or Subcontractor must maintain copies of all paid vendor receipts, documents, bids and other information used in vendor selection, for inspection or audit by the State. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor and/or Subcontractor for inspection or audit by the State.
- i. The State may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under paragraphs a and/or b of this section, by giving the Contractor no less than 30 calendar days written notice.

3. OWNERSHIP/DISPOSITION/INVENTORY OF EQUIPMENT PURCHASED/REIMBURSED WITH CONTRACT FUNDS OR FURNISHED BY THE STATE

- a. All equipment of any kind, as defined in section 3 paragraph a, purchased/reimbursed with contract funds or furnished by the State under the terms of this contract and not fully

consumed in performance of this contract shall be considered state equipment and the property of the State.

- b. Title to state equipment shall not be affected by its incorporation or attachment to any property not owned by the State.
- c. Unless otherwise stipulated, the State shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment.
- d. The Contractor and/or Subcontractor shall maintain and administer, according to state directives and sound business practices, a program for the proper use, maintenance, repair, protection, insurance and preservation of state equipment.
- e. Equipment, as defined in section 3 paragraph a, purchased/reimbursed with contract funds or furnished by the State under the terms of this contract, shall only be used for performance of this contract.
- f. The Contractor shall submit an annual inventory of equipment, as defined in section 3, paragraph a, purchased/reimbursed with contract funds or furnished by the State under the terms of this contract. Include in that inventory, said equipment in the Contractor's possession and/or in the possession of a subcontractor. The State will prescribe the inventory format and will supply applicable forms to be used for this purpose.
- g. Within 90 calendar days prior to the termination or end of this contract, the Contractor shall provide a final inventory of equipment to the State and shall, at that time, query the State as to the requirements, including the manner and method, of returning state equipment to DHS. Final disposition of equipment shall be at state expense and according to state instructions. Property disposition instructions shall be issued by the State immediately after receipt of the final equipment inventory.
- h. **Motor Vehicles**
 - (1) If motor vehicles are purchased/reimbursed with contract funds or furnished by the State under the terms of this contract, within 30 calendar days prior to the termination or end of this contract, the Contractor and/or Subcontractor shall return such vehicles to the State and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to the State.
 - (2) If motor vehicles are purchased/reimbursed with contract funds or furnished by the State under the terms of this contract, the State shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner. The Contractor and/or a Subcontractor may use said vehicles for performance and under the terms of this contract.
 - (3) The Contractor and/or Subcontractor agree that all operators of motor vehicles, purchased/reimbursed with contract funds or furnished by the State under the terms of this contract, shall hold a valid State of California driver's license. In the event that 10 or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.
 - (4) If any motor vehicle is purchased/reimbursed with contract funds or furnished by the State under the terms of this contract, the Contractor and/or Subcontractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this contract or any period of contract extension during which any vehicle remains in the Contractor's and/or Subcontractor's possession:

(a) Automobile Liability Insurance

The Contractor, by signing this contract, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of \$1,000,000 per occurrence for bodily injury and property damage liability combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with contract funds or furnished by the State under the terms of this contract, to the Contractor and/or Subcontractor.

(b) The Contractor and/or Subcontractor shall, as soon as practical, furnish a copy of the certificate of insurance to the State.

(c) The Contractor and/or subcontractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this contract or until such time as the motor vehicle is returned to the State.

(d) The Contractor and/or Subcontractor agree to provide, at least 30 days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this contract, the term of any extension or continuation thereof, or for a period of not less than one (1) year.

(e) The Contractor and/or Subcontractor must provide evidence, that any required certificates of insurance contain the following provisions:

[1] The insurer will not cancel the insured's coverage without 30 calendar days prior written notice to the State (Department of Health Services).

[2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only insofar as the operations under this contract and any extension or continuation of this contract are concerned.

[3] The insurance carrier shall notify the State of California Department of Health Services, in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to the contract number for which the insurance was obtained.

(f) The Contractor and/or Subcontractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services, Office of Insurance and Risk Management. The Contractor shall be notified by the State, in writing, if this provision is applicable to this contract.

(g) In the event the Contractor and/or Subcontractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, the State may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event.

4. REQUIREMENTS APPLICABLE TO SUBCONTRACTS FOR SERVICES

a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing \$5,000 or more. For subcontracts for services exceeding \$5,000, Contractors shall obtain at least three bids or justify a sole source award.

(1) The Contractor must provide in its request for authorization, all particulars necessary for evaluating the necessity or desirability of incurring such cost.

- (2) The State may identify the information needed to fulfill this requirement.
- b. The State reserves the right to approve or disapprove the selection of subcontractors, require the substitution of subcontractors, and order the termination of subcontracts entered into in support of this contract.
 - c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of \$5,000 or more are subject to the prior review and written approval of the State. the State may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by the State.
 - d. Contractor shall maintain a copy of each subcontract entered into in support of this contract and shall, upon request by the State, make said copies available for approval, inspection, or audit.
 - e. Sole responsibility rests with the Contractor to ensure that subcontractors are paid in a timely manner.
 - f. The Contractor is responsible for all performance requirements under this contract even though performance may be carried out through a subcontract.
 - g. The Contractor is responsible for a subcontractor's actions or failure to take action in fulfilling the requirements of this contract.
 - h. When entering into consulting services contracts with the State, Contractor may be required to supply budget detail for each subcontractor and/or each major subcontracted activity under this contract.

(1) Budget detail format and submission requirements will be prescribed by the State.

(2) Methods of including budget detail in this contract, if applicable, will be prescribed by the State.

(3) Any subcontractor budget detail displayed in this contract, or incorporated by reference, is included for information purposes only.

Changes to a subcontractor's identity or subcontract budget detail may be made with the mutual consent of the State and the Contractor and said changes shall not require the processing of a formal amendment to this contract.

- i. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this contract.
- j. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:
 - "(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Contract Number) and final payment from the State, and to permit the State or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract."
- k. Unless otherwise stipulated in writing by the State, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this contract.
- l. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this exhibit: 1, 2, 3, 4, 5, 6, 7, 9, 10, 11, 12, 13, 15, 16, 17, 19, and 30.

5. INCOME RESTRICTIONS

Unless otherwise stipulated in this contract, the Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this contract shall be paid by the Contractor to the State, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by the State under this contract.

6. EXAMINATION OF ACCOUNTS, AUDITS, AND RECORDS

- a. The Contractor and/or Subcontractor 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 contract, including any matching costs and expenses. The foregoing constitutes "records" for the purposes of this clause.
- b. The Contractor's and/or Subcontractor's facility or office or such part thereof as may be engaged in the performance of this contract and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction by the State of California Bureau of State Audits or any of its duly authorized representatives.
- c. The Contractor and/or Subcontractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this contract, and (2) for such longer period, if any, as is required by applicable statute, by any other clause of this contract, or by subparagraphs (1) or (2) below.
 - (1) If this contract 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.

7. INSPECTION

The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluations made by the State of the premises of the Contractor or a Subcontractor, the Contractor shall provide and shall require Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the state representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

8. FUNDING AVAILABILITY

State Contract Funds Committed Prior to July 1 of any Fiscal Year.

- a. Contractor understands that this contract may have been written and executed prior to the passage of a Governor's annual budget in order to avoid program and fiscal delays which could occur if the contract were executed after such event.
- b. This contract is valid and enforceable only if sufficient funds are made available by the appropriate budget act for the purposes of this program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the legislature and contained in a budget bill or any statute enacted by the legislature that may affect the provisions, terms, or funding of this contract in any manner.

- c. If sufficient funds are not appropriated for this program and contract, this contract shall be invalid and of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the contractor or to furnish any other considerations under this contract, and the contractor shall not be obligated to perform any provisions of this contract.

9. STATE NONDISCRIMINATION CLAUSE AND REQUIREMENTS

- a. During the performance of this contract, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractors and subcontracts shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12990 et. seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other contract.
- b. Contractor shall include the nondiscrimination and compliance provisions of paragraph a in all subcontracts to perform work under the contract.
- c. The Contractor will not discriminate in the provision of services against any person with protected status as provided by state and federal law and described in paragraph a.
- d. For the purpose of this contract, distinctions made on the basis of a person's protected status as noted in paragraph a include, but are not limited to, the following: denying a participant any service or providing a benefit to a participant which is different, or is provided in a different manner or at a different time or place from that provided to other participants under this contract; subjecting a participant to segregation or separate treatment in any manner related to his or her receipt of any service; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether he or she satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit.
- e. The Contractor will take affirmative action to ensure that intended beneficiaries are provided services without regard to their protected status as noted in paragraph a.
- f. The Contractor agrees that complaints alleging discrimination in the delivery of services by the Contractor or his or her subcontractor because of a person's protected status as noted in paragraph a will be resolved by the State through the Department of Health Services' Affirmative Action/Discrimination Complaint Process.
- g. The Contractor shall, subject to the approval of the Department of Health Services, establish procedures under which participants of service are informed of their rights to file a complaint alleging discrimination or a violation of their civil rights with the Department of Health Services.
- h. The Contractor shall operate the program or activity in such a manner that it is readily accessible to and usable by mentally or physically handicapped persons pursuant to 45 Code of Federal Regulations, Parts 84, Sections 84.21 and 84.22.

- i. The Contractor shall keep records, submit required compliance reports, and permit state access to records in order that the State can determine compliance with the nondiscrimination requirements pursuant to 45 Code of Federal Regulations, Part 80, 84, and 90, Sections 80.6, 84.61, and 90.42.

10. FREEZE EXEMPTIONS

(Applicable only to local governmental and public entities.)

- a. Contractor agrees that any hiring freeze adopted during the term of this contract shall not be applied to the positions funded, in whole or part, by this contract.
- b. Contractor agrees not to implement any personnel policy which may adversely affect performance or the positions funded, in whole or part, by this contract.
- c. Contractor agrees that any travel freeze or travel limitation policy adopted during the term of this contract shall not restrict travel funded, in whole or part, by this contract.
- d. Contractor agrees that any purchasing freeze or purchase limitation policy adopted during the term of this contract shall not restrict or limit purchases funded, in whole or part, by this contract.

11. AMERICANS WITH DISABILITIES ACT REQUIREMENTS

By signing this contract, contractor assures the state that it complies with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

12. RIGHTS IN DATA

- a. **Subject Data.** As used in this clause, the term "Subject Data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, work flow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this contract. The term does not include financial reports, cost analyses, and similar information incidental to contract administration.
- b. **Federal Government and State Rights.** Subject only to the provisions of c below, the Federal Government and State may use, duplicate, or disclose in any manner and for any purpose whatsoever, and have or permit others to do so, all Subject Data delivered under this contract.
- c. **License to Copyrighted Data.** In addition to the Federal Government and State rights as provided in b above, with respect to any subject data which may be copyrighted, the Contractor and applicable subcontractor agrees to and does hereby grant to the Federal Government and State a royalty-free, nonexclusive, and irrevocable license throughout the world to use, duplicate, or dispose of such data in any manner for State or Federal Government purposes and to have or permit others to do so. *Provided, however,* that such license shall be only to the extent that Contractor now has, or prior to completion or final settlement of this contract may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.

13. CLEAN AIR AND WATER

(Applicable only if the contract is not with a sole source vendor of products or services, or if it exceeds \$5,000.)

The Contractor agrees under penalty of perjury (it, he, she) is not in violation of any order or resolution which is not subject to review promulgated by the State Air Resources Board or an air pollution district.

The Contractor agrees under penalty of perjury (it, he, she) is not subject to cease and desist order which is not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions, or is not finally determined to be in violation of provisions of federal law relating to air or water pollution.

14. USE OF MINORITY, WOMEN, AND DISABLED VETERAN BUSINESS ENTERPRISES

(Applicable to any contract subject to M/W/DVBE goal participation or good faith effort compliance. Not applicable to local government or public entities or entities exempted by DHS.)

- a. It is a federal policy to award a fair share of contracts to small, minority, and women owned business firms. The State Legislature has declared that a fair proportion of the total purchases and contracts or subcontracts for property and services for the State be placed with minority, women, and disabled veteran owned business enterprises.
- b. All M/W/DVBE participation attachments, however labeled, completed as a condition of bidding, contracting or amending a subject contract are incorporated herein and made a part of this contract by this reference.
- c. Contractor agrees to use any and all proposed M/W/DVBEs, as identified in previously submitted M/W/DVBE attachments, unless the contractor submits a written request for substitution of a like vendor. All requests for substitution must be approved by the State, in writing, prior to using a substituted M/W/DVBE subcontractor, supplier or vendor.

Requests for substitution must be directed to the program funding this contract and must contain: (1) identity of the firm to be substituted and its M/W/DVBE status, (2) reason for the substitution, and (3) identity of the replacement firm and its M/W/DVBE status.

- d. Contractor agrees the State will have the right to review, obtain, and copy all records pertaining to performance of the contract. Contractor agrees to provide the State or its delegatee with any relevant information requested and shall permit the State or its delegatee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with State M/W/DVBE goal or good faith effort compliance. Contractor further agrees to maintain such records for a period of three (3) years after final payment is received under the contract.

15. PRINTING

If printing or other reproduction work of more than an incidental and minor dollar amount (e.g., \$25,000 or 10 percent of the contract total, whichever is less) is a reimbursable item in this contract, it shall be printed or produced by the State Printer. The State Printer may, at his sole option, elect to forego said work and delegate the work to the private sector. If the State Printer prints or produces said work, or the State obtains printing or other work through another source, the cost will be deducted from said contract amount. This requirement does not apply to normal in-house copying necessary for routine business matters of the Contractor.

16. PRIOR APPROVAL OF TRAINING SEMINARS, WORKSHOPS OR CONFERENCES

Contractor shall obtain prior state approval over the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference and over any reimbursable publicity or educational materials to be made available for

distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under the contract in any media. This paragraph does not apply to necessary staff meetings to conduct routine business matters.

17. CONFIDENTIALITY OF INFORMATION

- a. The Contractor and his or her employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this contract or persons whose names or identifying information become available or are disclosed to the Contractor, his/her employees, agents, or subcontractors as a result of services performed under this contract, except for statistical information not identifying any such person.
- b. The Contractor, his/her employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this contract.
- c. The Contractor, his/her employees, agents, or subcontractors shall promptly transmit to the State all requests for disclosure of such identifying information not emanating from the client or person.
- d. The Contractor shall not disclose, except as otherwise specifically permitted by this contract or authorized by the client, any such identifying information to anyone other than the State without prior written authorization from the State.
- e. For purposes of this paragraph, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

18. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

(Not applicable if Contractor is a public entity.)

Contractor, by signing this contract, does swear under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

19. DOCUMENTS AND WRITTEN REPORTS

Any document or written report prepared as a requirement of this contract shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds \$5,000.

20. RESOLUTION OF DIRECT SERVICE CONTRACT DISPUTES

- a. If the Contractor believes there is a dispute or grievance between the Contractor and the State, the procedures set forth in Chapter 2.1, Sections 20201 through 20205, of Title 22, of the California Code of Regulations, shall be followed.
- b. If the Contractor wishes to appeal the decision of the Deputy Director for Public Health or his/her designee, the Contractor shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5, commencing with Section 251, California Code of Regulations.)

- c. Disputes arising out of an audit or examination of a contract not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the contract shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.

21. FINANCIAL AND COMPLIANCE AUDIT OF NONPROFIT ENTITIES

(Applicable only if Contractor is a private, nonprofit entity)

- a. Definitions within this paragraph are defined in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.
- b. Contractor agrees to obtain an annual single, organization-wide, financial and compliance audit. The audit shall be conducted in accordance with the requirements specified in the Federal Office of management and the Budget (OMB) Circular A-133, "Audits of Institutions of Higher Education and Other Nonprofit Organizations".
- c. References to "Federal" in OMB Circular A-133 shall be considered to mean "Federal and/or State" in contracts where state funds are present either alone or in conjunction with federal funds.
- d. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year. Two copies of the audit report shall be delivered to the state program funding this contract. The report shall be due within 30 days after the completion of the audit.
- e. If the contractor receives less than \$25,000 per year from the State, the audit shall be conducted biennially, unless there is evidence of fraud or other violation of state law in connection with this contract. This requirement takes precedence over the OMB A-133 section which exempts from federal audit requirements any nonprofit institution receiving less than \$25,000 per year.
- f. The cost of such audit may be included in the funding for this contract up to the proportionate amount this contract represents of the Contractor's total revenue.
- g. The State, or its authorized designee including the Bureau of State Audits, is responsible for conducting contract performance audits which are not financial and compliance audits.
- h. Nothing in this contract limits the State's responsibility or authority to enforce state law or regulations, procedures, or reporting requirements arising pursuant thereto.
- i. Nothing in this paragraph limits the authority of the State to make audits of this contract, provided however, that if independent audits arranged for by the Contractor meet generally accepted governmental auditing standards, the State shall rely on those audits and any additional audit work shall build upon the work already done.
- j. The State may, at its option, direct its own auditors to perform the single audit described in OMB Circular A-133. The State's auditors shall meet the independence standards specified in Government Auditing Standards. The audit shall be conducted in accordance with OMB Circular A-133 so as to satisfy all state and federal requirements for a single organization-wide audit.

22. CONTRACT AMENDMENTS

This contract may be amended by mutual agreement between the parties as stipulated in the body of this contract. The amendment may be subject to the approval of the Department of General Services.

23. CONFLICT OF INTEREST — CURRENT AND FORMER STATE EMPLOYEES**a. Current State Officers and Employees**

- (1) Contractor shall not utilize in the performance of this contract any state officer or employee in the state civil service or other appointed state official unless the employment, activity, or enterprise is required as a condition of the officer or employee's regular state employment. Employee in state civil service is defined to be any person legally holding a permanent or intermittent position in the state civil service.
- (2) If any state officer or employee is utilized or employed in the performance of this contract, Contractor shall first obtain written verification from the State that the employment, activity, or enterprise is required as a condition of the officer's, employee's or official's regular state employment and shall keep said verification on file for three years after the termination of this contract.
- (3) Contractor may not accept occasional work from any currently employed state officer, employee, or official.
- (4) If Contractor accepts volunteer work from any currently employed state officer, employee, or official, Contractor may not reimburse, or otherwise pay or compensate, such person for expenses incurred, including without limitation, travel expenses, per diem, or the like, in connection with volunteer work on behalf of contractor.
- (5) Contractor shall not employ any state officers, employees, or officials who are on paid or unpaid leave of absence from their regular state employment.
- (6) Contractor or anyone having a financial interest in this contract may not become a state officer, employee, or official during the term of this contract. Contractor shall notify each of its employees, and any other person having a financial interest in this contract that it is unlawful under the Public Contract Code for such person to become a state officer, employee, or official during the term of this contract unless any relationship with the Contractor giving rise to a financial interest, as an employee or otherwise, is first terminated.
- (7) Occasional or one-time reimbursement of a state employee's travel expenses is not acceptable.

b. Former State Officers and Employees

- (1) Contractor shall not utilize in the performance of this contract any formerly employed person of any state agency or department that was employed under the state civil service, or otherwise appointed to serve in the state government, if that person was engaged in any negotiations, transactions, planning, arrangement, or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency or department. This prohibition shall apply for a two-year period beginning on the date the person left state employment.
- (2) Contractor shall not utilize within 12 months from the date of separation of services, a former employee of the contracting state agency or department if that former employee was employed in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to the employee leaving state service.

c. Failure to Comply with Subparts a or b

If Contractor violates any provision of subparts a or b above, such action by Contractor shall render this contract void, *unless the violation is technical or nonsubstantive.*

24. CONTRACTOR NAME CHANGE

Contractor shall provide written notice to the State at least 30 days prior to any changes to the Contractor's current legal name.

25. NOVATION

If the Contractor proposes any novation agreement, the State shall act upon the proposal within 60 days after receipt of the written proposal. The State may review and consider the proposal, consult and negotiate with the Contractor, and accept or reject all or part of the proposal. Acceptance or rejection may be made orally within the 60 day period, and confirmed in writing within five days.

26. DRUG-FREE WORKPLACE

Contractor certifies to the State that it will provide will provide a drug-free workplace by doing all of the following:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition.
- b. Establishing a drug-free awareness program to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace.
 - (2) The person's or organization's policy of maintaining a drug-free workplace.
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs.
 - (4) The penalties that may be imposed upon employees for drug abuse violations.
- c. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision a and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.
- d. Contractor agrees this contract may be subject to suspension of payments or termination of this contract, or both, and the Contractor may be subject to debarment, in accordance with the requirements of the Government Code, Section 8350 et seq., if the Department determines that any of the following has occurred:
 - (1) The Contractor or Grantee has made a false certification.
 - (2) The Contractor violates the certification by failing to carry out the requirements of subdivisions a through c above.

27. COVENANT AGAINST CONTINGENT FEES

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

28. FINAL INVOICE — FINAL REPORT — RETENTION OF FUNDS

(Applicable only if a final report is required by the contract)

The State may, at its discretion, withhold 10 percent (10%) of the face amount of the contract, 50 percent (50%) of the final invoice, or \$3,000 whichever is greater, until receiving a final report that is satisfactory to the State.

29. CONTRACTOR PERFORMANCE EVALUATION

The State may, at its discretion, evaluate the performance of the Contractor at the conclusion of the contract. If performance is evaluated, the evaluation shall not be a public record, but may be placed on file with the Department of General Services. Negative performance evaluations may be considered by the State prior to making future contract awards. Performance evaluations, may include, but not be limited to the following:

- (a) Whether the work or services were completed as specified.
- (b) The reasons for and amount of cost overruns, if any.
- (c) Whether the work or services met the specified quality standards.
- (d) Whether the Contractor fulfilled all contract requirements.
- (e) The factors outside the Contractor's control that may have caused performance difficulties.

30. OFFICIALS NOT TO BENEFIT

No members of or delegate of Congress or the State Legislature shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this contract if made with a corporation for its general benefits.

Stanislaus County Health Services Agency
Contract Number 00-91804

EXHIBIT B
BUDGET
Year One
April 1, 2001 – June 30, 2001

Personnel	\$4,135
Fringe Benefits @ 32%	\$1,323
Operating Expenses	\$900
Equipment	\$0
Travel	\$250
Subcontracts	\$0
Other Costs	\$0
Indirect Costs @ 15% of total Personnel Costs	\$0
	<hr/>
TOTAL	\$6,608
	<hr/> <hr/>

Stanislaus County Health Services Agency
Contract Number 00-91804

EXHIBIT BB
BUDGET
Year Two
July 1, 2001 – June 30, 2002

Personnel	\$16,746
Fringe Benefits @ 32%	\$5,359
Operating Expenses	\$2,607
Equipment	\$0
Travel	\$1,000
Subcontracts	\$0
Other Costs	\$300
Indirect Costs @ 15% of total Personnel Costs	\$0
	<hr/>
TOTAL	\$26,012
	<hr/> <hr/>

Stanislaus County Health Services Agency
Contract Number 00-91804

EXHIBIT BBB
BUDGET
Year Three
July 1, 2002 – September 30, 2002

Personnel	\$4,341
Fringe Benefits @ 32%	\$1,389
Operating Expenses	\$1,450
Equipment	\$0
Travel	\$200
Subcontracts	\$0
Other Costs	\$0
Indirect Costs @ 15% of total Personnel Costs	\$0
TOTAL	\$7,380

CONTRACT UNIFORMITY

Pursuant to the provisions of Article 7 (commencing with Section 100525) of Chapter 3 of Part 1 of Division 101 of the Health and Safety Code, the Department of Health Services sets forth the following policies, procedures, and guidelines regarding fringe benefits.

1. As used in this agreement with reference to State and/or federal funds, fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.
2. As used herein, fringe benefits do not include:
 - a. Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty, and/or military leave/training.
 - b. Director's and executive committee member's fees
 - c. Incentive awards and/or bonus incentive pay
 - d. Allowance for off-site pay
 - e. Location allowances
 - f. Hardship pay
 - g. Cost-of-living differentials
3. Specific allowable fringe benefits include:
 - a. Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental, and vision), unemployment insurance, workers compensation insurance and the employers portion of pension/retirement plans provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.
4. To be an allowable fringe benefit, the cost must meet the following criteria:
 - a. Be necessary and reasonable for the performance of the contract.
 - b. Be determined in accordance with generally accepted accounting principles.
 - c. Be consistent with policies that apply uniformly to all activities of the Contractor.
5. It is agreed by both parties that any and all fringe benefits shall be at actual cost.
6. Earned/accrued Compensation.
 - a. Compensation for vacation, sick leave, and holidays is limited to that amount earned/accrued within the contract term. Unused vacation, sick leave, and holidays earned from periods prior to the contract period cannot be claimed as allowable costs (See example on page 2).
 - b. For multiple year contracts, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the contract. Holidays cannot be carried over from one contract year to the next. (See example on page 2).
 - c. For single year contracts, vacation, sick leave, and holiday compensation which is earned/accrued but not paid, due to employee(s) not taking time off within the contract term, cannot be claimed as an allowable cost (See example on page 2).

Contract Uniformity
Earned/Accrued Compensation Examples

Example No. 1:

If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a contract period of one year. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of the State contract term, the Contractor during a one-year contract term may only claim up to three weeks of vacation and twelve days of sick leave actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the contract are not an allowable cost.

Example No. 2:

If during a three-year (multiple year) contract John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 166 weeks (3 x 52 weeks).

Example No. 3:

If during a single year contract, John Doe, works fifty weeks and uses one week of vacation and one week of sick leave and all fifty-two of these weeks have been billed to the State, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

**Travel Reimbursement Information
Effective November 1, 1999**

1. The following rate policy is to be applied for reimbursing the travel expenses of persons under contract.
 - a. Reimbursement shall be at the rates established for nonrepresented/excluded state employees.
 - b. Short Term Travel is defined as a 24-hour period, and less than 31 consecutive days, and is at least 50 miles from the main office, headquarters or primary residence. Starting time is whenever a contract employee leaves his or her home or headquarters. "Headquarters" is defined as the place where the contracted personnel spends the largest portion of their working time and returns to upon the completion of special assignments.
 - c. Contractors on travel status for more than one 24-hour period and less than 31 consecutive days may claim a fractional part of a period of more than 24 hours. Consult the chart appearing on page 2 of this exhibit to determine the reimbursement allowance. All lodging must be receipted. If contractor does not present receipts, lodging will not be reimbursed.

(1) Lodging (with receipts):

Travel Location / Area	Reimbursement Rate
Statewide Non-High Cost Area	\$ 84.00 plus tax
High Cost Areas including the following counties: Alameda, San Francisco, San Mateo, Santa Clara and Central and Western Los Angeles (L.A.). Central and Western L.A. is the territory bordered by Sunset Blvd. On the north, the Pacific Ocean on the West, Imperial Blvd./Freeway 105 on the South and Freeways 110, 10, and 101 on the East. Central and Western L.A. includes downtown L.A., Englewood, L.A. International Airport, Playa del Rey, Venice, Santa Monica, Brentwood, West L.A., Westwood Village, Culver City, Beverly Hills, Century City, West Hollywood and Hollywood.	\$110.00 plus tax

Reimbursement for actual lodging expenses exceeding the above amounts may be allowed with the advance written approval of the Deputy Director of the Department of Health Service or his or her designee. Receipts are required.

- (2) Meal/Supplemental Expenses (with or without receipts): With receipts, the contractor will be reimbursed actual amounts spent up to the maximum.

Meal / Expense	Reimbursement Rate
Breakfast	\$ 6.00
Lunch	\$ 10.00
Dinner	\$ 18.00
Incidental	\$ 6.00

- d. Out-of-state travel may only be reimbursed if such travel has been stipulated in the contract and has been approved in advance by the program with which the contract is held. For out-of-state travel, contractors may be reimbursed actual lodging expenses, supported by a receipt, and may be reimbursed for meals and supplemental expenses for each 24-hour period computed at the rates listed in c. (2) above. For all out-of-state travel, contractors must have prior Departmental approval and a budgeted trip authority.
- e. In computing allowances for continuous periods of travel of less than 24 hours, consult the chart appearing on page 2 of this bulletin.
- f. No meal or lodging expenses will be reimbursed for any period of travel that occurs within normal working hours, unless expenses are incurred at least 50 miles from headquarters.

Exhibit D (Continued)

2. If any of the reimbursement rates stated herein are changed by the Department of Personnel Administration, no formal contract amendment will be required to incorporate the new rates. However, DHS shall inform the contractor, in writing, of the revised travel reimbursement rates.
3. For transportation expenses, the contractor must retain receipts for parking; taxi, airline, bus, or rail tickets; car rental; or any other travel receipts pertaining to each trip for attachment to an invoice as substantiation for reimbursement. Reimbursement may be requested for commercial carrier fares; private car mileage; parking fees; bridge tolls; taxi, bus, or streetcar fares; and auto rental fees when substantiated by a receipt.
4. **Note on use of autos:** If a contractor uses his or her car for transportation, the rate of pay will be 31 cents maximum per mile. If the contractor is a person with a disability who must operate a motor vehicle on official state business and who can operate only specially equipped or modified vehicles may claim a rate of 31 cents per mile without certification and up to 37 cents per mile with certification. If a contractor uses his or her car "in lieu of" air fair, the air coach fair will be the maximum paid by the State. The contractor must provide a cost comparison upon request by the state. Gasoline and routine automobile repair expenses are not reimbursable.
5. The contractor is required to furnish details surrounding each period of travel. Travel detail may include, but not be limited to: purpose of travel, departure and return times, destination points, miles driven, mode of transportation, etc.
6. Contractors are to consult with the program with which the contract is held to obtain specific invoicing procedures.

Travel Reimbursement Guide

Length of travel period	This condition exists...	Allowable Meal(s)
Less than 24 hours	Travel begins at 6:00 a.m. or earlier and continues until 9:00 a.m. or later.	Breakfast
Less than 24 hours	<ul style="list-style-type: none"> • Travel period ends at least one hour after the regularly scheduled workday ends, or • Travel period begins prior to or at 5:00 p.m. and continues beyond 7:00 p.m. 	Dinner
24 hours	Travel period is a full 24-hour period determined by the time that the travel period begins and ends.	Breakfast, lunch, and dinner
Last fractional part of more than 24 hours	Travel period is more than 24 hours and traveler returns at or after 8:00 a.m.	Breakfast
	Travel period is more than 24 hours and traveler returns at or after 2:00 p.m.	Lunch
	Travel period is more than 24 hours and traveler returns at or after 7:00 p.m.	Dinner

STANDARDIZED EVALUATION METHODS FOR PROCESS OBJECTIVES

The involvement of the community in health planning and policy activities is the cornerstone of health education programs. The partially completed "Sample Project Work Plan" below includes several activities which promote community involvement frequently listed under "Implementation Activities." The typical work plan will list many activities in greater detail to support program goals.

The California Department of Health Services Epidemiology and Prevention for Injury Control Branch has identified standard methods of evaluation for community involvement in implementation activities. Contractors are required to include this language in their Work Plans. It is not necessary to list the detail in parenthesis which has been provided for explanation purposes. It is expected however, that the information detailed in the parenthesis be collected as part of the contract activities. Contractors may include additional items relevant to their own programs.

SAMPLE PROJECT WORK PLAN

MEASURABLE OUTCOME	IMPLEMENTATION ACTIVITIES	TIME LINE	METHODS OF EVALUATION FOR PROCESS AND/OR OUTCOME OBJECTIVES
	Community Coalition/Workgroup Meetings (Scheduled meetings, generally on a regular basis)		Meeting Announcement/Flyer Agenda Minutes Cumulative Attendance Records (Formatted like a class attendance list, this form demonstrates attendance by each member of the Coalition or Workgroup over time and includes the name and affiliation of each participant. This form does not require original signatures) Participant sign-in sheets (Requires original signatures of participants)
	Community Forums/Development Meetings (Scheduled meetings, generally occurring only once for any given audience, to recruit new members of Coalitions or Workgroups and/or to solicit response to issues of concern)		Meeting Announcement/Flyer Agenda Minutes or record of discussion topics List of "issues of concern" identified Recommendations for action [if appropriate] Participant sign-in sheets (Requires original signatures of participants, affiliation, mailing address and phone number)
	Community Recruitment (Phone calls, personal contacts, letters, visits to organizations or agencies to solicit interest in and support of program activities)		List of Outreach Activities (Date, organization, individual contacted, outcome) Sample letters and/or materials as appropriate

EXHIBIT E

MEASURABLE OUTCOME	IMPLEMENTATION ACTIVITIES	TIME LINE	METHODS OF EVALUATION FOR PROCESS AND/OR OUTCOME OBJECTIVES
	Community Informational Meetings/Presentations (Scheduled meetings, generally occurring only once for any given audience, to educate and inform the public)		Presentation Announcement/Flyer Agenda or Presentation Outline List of Presentations (Includes location, date, time, name of presenter, number in attendance) Participant sign-in sheets (Requires original signatures of participants, affiliation, mailing address and phone number)
	Community Events (Special events, generally occurring once or on an annual basis, such as festivals, rodeos, pageants, health fairs, holiday or cultural celebrations, etc.; generally open to the community or the members, families and friends of a particular organization)		Event Announcement Description of Events (Includes activity, location, date, time, population served [e.g., third graders, seniors, general community], estimated number of participants, brief explanation of how injury prevention issues were promoted)
	Trainings (Education and training activities for professionals or community members with a predetermined curriculum)		Training Announcement, Flyer, or Brochure Training Agenda (Includes dates, location, names of trainers) Training Materials Participant sign-in sheets (Requires original signatures of participants, affiliation, mailing address and phone number) Cumulative Attendance Records [<i>if multiple session training</i>] (Formatted like a class attendance list, this form demonstrates attendance by each training participant over time and includes the name and affiliation of each participant. This form does not require original signatures.) Evaluation Summary for each training event List of trainings conducted by participants (Includes dates, location, names of trainers, number of participants)

The California Department of Health Services Epidemiology and Prevention for Injury Control Branch has identified standard methods of evaluation for other program implementation activities as well. Contractors are required to use this language in their Work Plans when these activities are included.

MEASURABLE OUTCOME	IMPLEMENTATION ACTIVITIES	TIME LINE	METHODS OF EVALUATION FOR PROCESS AND/OR OUTCOME OBJECTIVES
	Identify Existing Programs and Policies		Resource and Policy Inventory
	Provide Technical Assistance		List of Technical Assistance Activities (Date, organization, individual contacted, nature of technical assistance provided, outcome if available) Sample materials as appropriate
	Serve as a Member of a Committees convened by another Agency or Organization		List of Meetings Attended (Name of committee, agency or organization, date, location, brief statement of contributions made and benefits derived from participation for each committee) Agenda Minutes
	Media Activities		Media Plan List of Media Strategies (Type, location, play dates, as appropriate) Copies of print media, posters, etc. Copies of audio/video scripts Press Conference Materials (Event plan, announcement, press release, press kit, etc.) Photographs and/or artistic renderings (For billboards, one-sheet displays, etc.) Tapes of audio or video production (This will be determined on a case-by-case basis by CDHS/EPIC)
	Institutionalization		Plan for Institutionalization List of agencies, organizations, or individuals (Includes level and type of support pledged for specified period of time) Letters of Commitment (See CDHS/EPIC information sheet "How does a 'Letter of Commitment' differ from a 'Letter of Support?")

Please note that when a program or component of the Work Plan specifies working with a cultural or ethnic group, attendance records and other data collection materials are to include this information for participating individuals.

EVENT NOTIFICATION GUIDELINES FOR SAFE COMMUNITIES

The following is a contractual requirement for *Safe Communities* grantees.

- Retain copies of event notifications as part of the contract files.
- Include fax dates, event dates, and topics of announcements with the quarterly progress reports.

Reporting Traffic Safety Events, Activities, or Programs

Report events/programs/activities that stand out from day-to-day business, such as program kick-offs, significant speaking engagements, media events, first-ever checkpoints, collision victim extrication demonstration, new campaigns, and outstanding actions taken by a coalition or board.

Describe each item in 60 words or less. The description should be no more than one paragraph in length, have a lead "slug line," body, and contact name. Make sure your description answers the questions: Who?, What?, Where?, When?, and Why? And remember to identify the event/program/activity as part of your grant.

Fax the description to the Office of Traffic Safety (OTS) at least two weeks in advance of the event/program/activity. Address the fax to your OTS Program Coordinator, OTS Public Information Officer, and Department of Health Services (DHS) Safe Communities Coordinator.

		Phone Number	Fax Number
OTS Program Coordinator	Kimberly Herbert	(916) 262-0982	(916) 262-2960
OTS Public Information Officer	Janet Lane	(916) 262-0980	(916) 262-2960
DHS Safe Communities Coordinator	TBA	(916) 323-3611	(916) 323-3682

Examples:

Community Forum on Pedestrian Safety in the Tenderloin – The Tenderloin Safe Communities Coalition will host a Community Forum on Pedestrian Safety on Thursday, November 2, 2000, from 5:30 p.m. to 7:00 p.m. at St Anthony's Foundation, 121 Golden Gate Avenue at Jones Street. The forum will present information about pedestrian injuries and concerns and seek community input as the group moves from fact finding to problem solving. The Coalition is led by Adopt-A-Block, itself a coalition effort aimed at revitalizing the Tenderloin. Safe Communities Coalitions are sponsored by the San Francisco Department of Public Health, under a grant from the State Department of Health Services and the Office of Traffic Safety through the Business, Transportation and Housing Agency.

Highway 16 Safe Communities Coalition Influences Cal/Trans – The Highway 16 Safe Communities Coalition has been invited by the State Department of Transportation to help evaluate engineering changes needed on Highway 16 from Woodland to Cache Creek. This invitation is a result of the excellent work conducted by the coalition in analyzing and profiling motor vehicle injuries and fatalities in communities along the Highway 16 corridor.

SUGGESTED PROJECT PUBLICITY FOR SAFE COMMUNITIES EVENTS

Traffic safety is everybody's business. The more people who become constructively involved and the better they are informed, the more they can and will support efforts to prevent injuries and deaths caused by traffic related occurrences. Injuries are predictable and consequently preventable.

We believe that your injury prevention project, which is a part of the California Safe Communities Program, will help to reduce injuries and deaths in your area. For this reason, we suggest that in addition to submitting the Event Notification to DHS and OTS, that you tell your public what you are doing by making available to your local news media specific information on your project.

Factors that would be of interest are:

1. Project objectives
2. Method of obtaining objectives
3. Benefits that will accrue to your community and region
4. Time and cost of project (identify amounts of local and federal funding)

A series of follow-up releases in the form of progress reports will maintain interest in your effort to provide a safe driving environment for your citizens.

We would appreciate the following credit in any release you prepare:

"Support for the project has been provided by the California Department of Health Services and the Office of Traffic Safety through the Business, Transportation and Housing Agency, and the National Highway Traffic Safety Administration."

If we can be of assistance to you in telling the story, please contact your DHS Safe Communities Coordinator.

Please provide the OTS Program Coordinator, the OTS Public Information Officer, and the DHS Safe Communities Coordinator, with one copy of each press release that is presented to the news media in the same manner as the Event Notification. Include one copy of each press release in your quarterly progress reports.

CALIFORNIA SAFE COMMUNITIES EVENT NOTIFICATION FORM

Date:**Fax to:**

		Phone Number	Fax Number
OTS Program Coordinator	Kimberly Herbert	(916) 262-0982	(916) 262-2960
OTS Public Information Officer	Janet Lane	(916) 262-0980	(916) 262-2960
DHS Safe Communities Coordinator	TBA	(916) 323-3611	(916) 323-3682

From:

Name of reporting individual

Name of reporting agency

Contract No. 00-_____

Telephone: _____ FAX: _____

Date of Event:

Description of Event: (Describe each item in 60 words or less. The description should be no more than one paragraph in length, have a lead "slug line," body, and contact name. Make sure your description answers the questions: Who?, What?, Where?, When?, and Why? Remember to identify the event/program/activity as part of your grant.)

Contact Person:**Phone:***Attach Press Release if Available*

A copy of this Event Notification Form is also available in the *Administrative & Policy Manual for Contractors* (January 1997) and also on the diskette provided with the manual. The diskette file containing this form is named **event.not**. It is recommended that the information requested under "From:" above be entered and the file copied as needed for each event notification, i.e., "event1.not", "event2.not", etc.)

CONTRACTOR'S RELEASE

Instructions to Contractor:

With final invoice(s) submit one (1) original and two (2) copies. The original must bear the original signature of a person authorized to bind the Contractor. The additional copies may bear photocopied signatures.

Submission of Final Invoice

Pursuant to contract number _____ entered into between the State of California Department of Health Services and the Contractor (identified below), the Contractor does hereby acknowledge that final payment has been requested via invoice number(s) _____, in the amount(s) of \$ _____ and dated _____. If necessary, enter "See Attached" in the appropriate blocks and attach a list of invoice numbers, dollar amounts and invoice dates.

Release of all Obligations

By signing this form, and upon receipt of the amount specified in the invoice number(s) referenced above, the Contractor does hereby release and discharge the State, its officers, agents and employees of and from any and all liabilities, obligations, claims, and demands whatsoever arising from the above referenced contract.

Repayments Due to Audit Exceptions / Record Retention

By signing this form, Contractor acknowledges that expenses authorized for reimbursement does not guarantee final allowability of said expenses. Contractor agrees that the amount of any sustained audit exceptions resulting from any subsequent audit made after final payment, will be refunded to the State.

All expense and accounting records related to the above referenced contract must be maintained for audit purposes for no less than three years beyond the date of final payment, unless a longer term is stated in said contract.

Recycled Product Use Certification

By signing this form, Contractor certifies under penalty of perjury that [Enter "percentage value" or "zero"] _____ percent of the materials, goods, supplies or products offered or used in the performance of the above referenced contract meets or exceeds the minimum percentage of recycled material, as defined in Public Contract Code Sections 12161 and 12200.

Reminder to Return State Equipment/Property (If Applicable)

(Applies only if equipment was provided by DHS or purchased with or reimbursed by contract funds)

Unless DHS has approved the continued use and possession of State equipment (as defined in the above referenced contract) for use in connection with another DHS agreement, Contractor agrees to promptly initiate arrangements to account for and return said equipment to DHS, at DHS's expense, if said equipment has not passed its useful life expectancy as defined in the above referenced contract.

Patents / Other Issues

By signing this form, Contractor further agrees, in connection with patent matters and with any claims that are not specifically released as set forth above, that it will comply with all of the provisions contained in the above referenced contract, including, but not limited to, those provisions relating to notification to the State and related to the defense or prosecution of litigation.

Contractor's Legal Name (As on contract): _____

Signature of Contractor or Official Designee: _____

Date: _____

Printed Name/Title of Person Signing: _____