

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

DEPT: HEALTH SERVICES AGENCY

BOARD AGENDA # *B-9

Urgent Routine X

AGENDA DATE October 30, 2001

CEO Concurs with Recommendation YES ont NO
(Information Attached)

4/5 Vote Required YES NO ✓

SUBJECT: APPROVAL OF THE CALIFORNIA DEPARTMENT OF HEALTH SERVICES CONTRACT # 01-15902 WITH THE STANISLAUS COUNTY HEALTH SERVICES AGENCY FOR THE YOUTH ADVOCATES PROMOTING BETTER HEALTH PROJECT

STAFF
RECOMMEN-
DATIONS:

1. APPROVAL OF THE CALIFORNIA DEPARTMENT OF HEALTH SERVICES CONTRACT # 01-15902 WITH THE STANISLAUS COUNTY HEALTH SERVICES AGENCY FOR THE YOUTH ADVOCATES PROMOTING BETTER HEALTH PROJECT.
2. AUTHORIZE THE HEALTH SERVICES AGENCY MANAGING DIRECTOR TO SIGN AND EXECUTE THE CONTRACT, AND ANY AMENDMENTS THEREAFTER.
3. APPROVAL OF ATTACHED BUDGET JOURNAL TO REFLECT THE CHANGES TO THE LEGAL BUDGET FOR FISCAL YEAR 2001-02.

FISCAL
IMPACT: The term of this grant is from September 1, 2001 through June 30, 2004. The total funding amount is \$300,000. The amount for this fiscal year, from September 30, 2001 to June 30, 2002 is \$89,633. These dollars were not included in the 2001-02 Agency budget.

BOARD ACTION

No. 2001-823

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

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

Noes: Supervisors: None

Excused or Absent: Supervisors: Caruso

Abstaining: Supervisor: None

1) X Approved as recommended

2) Denied

3) Approved as amended

MOTION:

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

Christine Ferraro
By: Deputy

File No.

APPROVAL OF THE CALIFORNIA DEPARTMENT OF HEALTH SERVICES CONTRACT # 01-15902
WITH THE STANISLAUS COUNTY HEALTH SERVICES AGENCY FOR THE YOUTH ADVOCATES
PROMOTING BETTER HEALTH PROJECT

PAGE: 2

DISCUSSION: The Stanislaus County Health Services Agency (HSA) has been receiving funding from the California Department of Health Services to coordinate and conduct tobacco control activities for the past twelve years. The Youth Advocates Promoting Better Health (YAPBH) is an expansion of the current tobacco education program to include the further development of youth advocates. Established in 1992, YAPBH seeks to change community norms around the use of tobacco products through education, advocacy, community collaboration, and policy implementation. The current member roster consists of 22 youth recruited from the community. This youth advocacy group has created a six part "Teen Television Tobacco Talk" series that was aired on KAZV Channel 14. Additionally, they conducted a Teen Town Hall to discuss tobacco issues including youth smoking, underage tobacco purchases, and tobacco industry marketing.

Although these are positive steps to raise the awareness of youth tobacco issues, additional efforts need to be taken to reduce the number of youth and young adults who initiate smoking or spit tobacco use. The Youth Advocates Promoting Better Health seek to achieve this goal by continuing to educate, and to develop and implement policies to change the social norm of tobacco use. HSA sought and was awarded funding from the Department of Health Services to focus its efforts on expanding the YAPBH Coalition in this County for the next three years. In addition to the tobacco prevention training they will receive, the youth will gain leadership and communication skills that will further their development.

Through increasing the capacity of coalition members, the program will seek to reduce youth access to tobacco products, counter pro-tobacco influences in our community, and reduce residents' exposure to environmental tobacco smoke. This will include advocacy and leadership training for youth in the County. In partnership with other agencies and community groups, the Program will seek to develop a tobacco retail licensing ordinance to reduce illegal tobacco sales to minors. Through voluntary policy enactment, movie theaters will adopt a smoke-free entrance policy. A media campaign to garner support and raise awareness of this issue will be conducted at the theater along with promotional events. Additionally, community agencies will adopt voluntary policies to not accept tobacco company funds.

**POLICY
ISSUES:**

The Board's approval of this agenda item will allow the Health Services Agency to broaden its efforts of preventing tobacco use in the youth of our community. 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 program is included in the 2001-02 budget.

**AUDITOR-CONTROLLER
BUDGET JOURNAL**

**AUDITOR-CONTROLLER
COPY**

BUDGET JOURNAL SCREEN

Budget Organization: **Stanislaus Budget Org**
 Budget: **LEGAL BUDGET**
 Accounting Period From: **Sep-01**
 To: **Jun-02**



BATCH SCREEN

Journal Batch: **BO --**
 Category: **Budget**

Line	Coding Structure						Period	Description	
	Fund 4	Org 7	Account 5	G/L Proj 7	Loc 6	Misc 6	AMOUNT		
1	1402	1200001	65600			.0	38,023.00	Operating Expenses	
2	1402	1200001	50000			.0	51,610.00	Wages & Salaries	
3	1402	1200001	25000			.0	89,633.00	Grant Revenue	
4						.0			
5						.0			
6						.0			
7						.0			
8						.0			
9						.0			
10						.0			
11						.0			
12						.0			
13						.0			
14						.0			
15						.0			
16						.0			
17						.0			
18						.0			
19						.0			
20						.0			
21						.0			
22						.0			
23						.0			
24						.0			
25						.0			
Totals								179,266.00	

Explanation: To reflect changes to the Public Health legal budget for FY 01/02. New Grant

Requesting Department	CEO	Auditors Office Only	
<i>Jo Annina Alach</i> Signature 10/16/01 Date	<i>John Jones</i> Signature 10/17/01 Date	Prepared By Date	Admin Approval (\$75K+) <i>[Signature]</i> 10-16-01 Date

GRANT AWARD

Federal I.D. number
94-6000540

The Department of Health Services, hereafter called the State, hereby makes a grant award of funds to:

Stanislaus County Health Services Agency

Hereafter called the Grantee, in the amount and for the purposes and duration set forth in this Grant Award.

Project Title Youth Advocates Promoting Better Health	Grant Number 01-15902
	Grant Period: From: 9/1/01 Through: 6/30/04
Project Director (Name, address, telephone) Mark E. Loeser, Project Director 108 Campus Way Modesto, CA 95350	State Amount: \$ 300,000
	Local Amount: \$ 0
Financial Officer (Name, address, telephone) Cindy Coit, Financial Officer P.O. Box 3271 Modesto, CA 95353	Other Amount \$ 0
	Total Project Cost \$ 300,000

This Grant Award consists of this title page, the provisions on the reverse side hereof which constitute a part of this grant and the following exhibits which are attached and made a part hereof by this reference:

Exhibit C entitled "Terms and Conditions," consisting of twenty-four (24) pages. See Exhibit C, paragraph 4, entitled "Incorporated Exhibits," for additional exhibits.

The Grantee hereby signifies its acceptance of this grant award and agrees to administer the grant project in accordance with the terms and conditions set forth in or incorporated by reference in this grant award and any applicable statutes or regulation of the State.

STATE OF CALIFORNIA	GRANTEE
Agency Department of Health Services	Grantee (if other than an individual, state whether a corporation, partnership, etc.) Stanislaus County Health Services Agency
BY (Authorized Signature) ▷ <i>Jeri L. Anderson</i> For	BY (Authorized Signature) ▷ <i>Kathy Kohman</i>
Printed name of person signing Edward Stahlberg	Printed name and title of person signing <i>KATHY KOHMAN, Interim Director</i>
Title Chief, Program Support Branch	Address 830 Scenic Drive, Modesto, CA 95350

Amount encumbered by this document \$ 89,633	Program / Category (Code and Title) 99	Fund Title GENERAL FUND	<input type="checkbox"/> Exempt from DGS review per AG Opinions about grants. <input checked="" type="checkbox"/> Other reason (explain) This grant exempt from DGS approval per Chapter 294, Statutes of 1997.		
Prior amount encumbered for this Grant \$	(Optional Use) 2001 DGS Supplement Grants				
	Item 4560-001-0001	Chapter 106		Statute 2901	Fiscal Year 2001/2002
Total amount encumbered to date \$ 89,633	Object of Expenditure (Code and Title) 01-13433-4506-418-04				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.		
Signature of Accounting Officer ▷ <i>Agrueth Damesan</i>		Date 11/30/2001			

TERMS AND CONDITIONS

1. Scope of Work/Control of Project

- A. The Grantee shall provide the specific services, deliverables, and objectives as specified in Exhibit A, the approved Scope of Work, and any subsequent revisions. The approved Scope of Work and any subsequent revision is hereby incorporated and made a part hereof by this reference.
- B. The State shall at all times maintain control and direction over the Scope of Work being performed pursuant to this grant. The State reserves the exclusive right to approve and adjust specific tasks to be performed within the Scope of Work to be performed by the Grantee. These changes shall be accomplished by written notification to the Grantee or amendment to this grant. Amendment to this grant shall be mutually agreeable to both parties.

2. Term of Grant

The term of this grant award shall be from September 1, 2001 through June 30, 2004.

3. Maximum Amount Payable

- A. Subject to the provisions of paragraph 3.B., the maximum amount payable shall not exceed the following amounts:

- 1) \$89,633 Year 1 (09/01/01-06/30/02) from the 01/02 fiscal year.
- 2) \$104,391 Year 2 (07/01/02-06/30/03) from the 02/03 fiscal year.
- 3) \$105,976 Year 3 (07/01/03-06/30/04) from the 03/04 fiscal year.
- 4) \$300,000 for the entire grant term.

- B. Limitation of State Liability

- 1) Funding for this grant for the period subsequent to FY 2001/02 shall be dependent upon the availability of future appropriations by the Legislature.
- 2) No legal liability on the part of the State for any payment may arise under this grant award until funds are made available and until the Grantee has received notice of funding availability that will be confirmed in writing.

EXHIBIT C

C. Funding Reduction

- 1) If changes are required by legislative mandates, court action, or other administrative action affecting the funding of the Competitive Grant Program, the grant shall be amended to reflect any reduction in funds or required change in the Scope of Work or terminated after a 30-day written notice to the Grantee.
- 2) In the event the State elects to amend the grant, it shall be mutually understood by both parties that the State reserves the right to determine which grants, if any, under this program shall be reduced, and that the State shall determine at its sole discretion the amount that any or all of the grants shall be reduced and for which fiscal year.

D. The State may extend the original term of this grant for continuation of the Scope of Work for a period of no more than two years.

4. Incorporated Exhibits

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

- 1) Exhibit A, entitled "Scope of Work," consisting of twenty-one (21) pages.
- 2) Exhibit A(S), Additional Provisions, consisting of fourteen (14) pages, notwithstanding provisions 8, 12, 19, 21, 22, and 28.
 - (a) Provision 8 is superceded by paragraph 3.C of this grant award.
 - (b) Provision 12 is superceded by paragraph 16 of this grant award.
 - (c) Provision 19 is superceded by paragraph 15 of this grant.
 - (d) Provision 21 is superceded by paragraph 27 of this grant award.
 - (e) Provision 22 is superceded by paragraph 13 of this grant award.
 - (f) Provision 28 is superceded by paragraph 8 of this grant award.

EXHIBIT C

- 3) Exhibit BY1, entitled "Budget – Year 1, 9/1/01 through 6/30/02," consisting of two (2) pages. Schedule 1-1 [pages 2-2 of Exhibit BY1] are incorporated for informational purposes only. Changes to a subcontractor's identification or budget will not cause or result in a formal amendment to the grant.
 - 4) Exhibit BY2, entitled "Budget – Year 2, 7/1/02 through 6/30/03," consisting of three (3) pages. Schedules 1-2 [pages 2-3 of Exhibit BY2] are incorporated for informational purposes only. Changes to a subcontractor's identification or budget will not cause or result in a formal amendment to the grant.
 - 5) Exhibit BY3, entitled "Budget – Year 3, 7/1/03 through 6/30/04," consisting of three (3) pages. Schedules 1-2 [pages 2-3 of Exhibit BY3] are incorporated for informational purposes only. Changes to a subcontractor's identification or budget will not cause or result in a formal amendment to the grant.
 - 6) Exhibit C, Terms and Conditions, consisting of twenty-four (24) pages.
 - 7) Exhibit D, entitled "Contract Uniformity," consisting of two (2) pages.
 - 8) Exhibit E, entitled "Contractor's Release," consisting of one (1) page.
 - 9) Exhibit F, entitled "Current Contract Year Equipment Purchased With State Funds," consisting of two (2) pages.
 - 10) Exhibit G, entitled "Annual Inventory of State Furnished Equipment," consisting of one (1) page.
- B. The following exhibits and any subsequent updates are not attached, but are incorporated herein and made a part hereof by this reference. These exhibits may be updated periodically by the State, as required by program directives. The State shall provide the Grantee with copies of said exhibits and any periodic updates thereto, under separate cover. The Grantee will maintain on file all exhibits referenced herein, and any subsequent updates.

EXHIBIT C

- 1) The budget justification supporting the line item budget.
- 2) The Tobacco Control Section (TCS) Competitive Grantees Administrative and Policy Manual.

5. Allowable Scope of Work Changes

- A. Proposed Scope of Work changes, as described herein, shall not result in a formal grant amendment provided the Grantee's award amount does not increase or decrease as a result of the proposed Scope of Work change.
- B. The Grantee or State may propose changes or revisions to the detailed activities, grant deliverables, and/or performance timeframes specified in the Scope of Work provided such changes do not alter the overall goals and basic purpose of the grant.
- C. Proposed Scope of Work changes may include the substitution of specified activities or tasks; the alteration or substitution of grant deliverables; and modifications to anticipated completion/target dates.
- D. Unless otherwise stipulated, all requested changes and revisions proposed by the Grantee must be in writing and are subject to prior written approval by the State before the changes can be implemented.
- E. In implementing this Paragraph 5, the State may prescribe a format for the Grantee's use to request said changes. If no format is prescribed by the State, the Grantee may devise its own format for this purpose.
- F. Grantee may not make Scope of Work changes in advance of receiving written authorization. Unauthorized Scope of Work changes may be denied by the State. Scope of Work changes will not be allowed or approved after the expiration or termination of the grant award.

6. Allowable Changes to the Budget Justification

- A. Grantee may request adjustments to the budget justification provided said adjustments do not result in an increase or decrease to any one of the eight line item budget totals appearing in the grant budget for any year.
 - 1) Said adjustments shall not require a grant amendment.
 - 2) Said adjustments require prior written approval from the State in accordance with a form and format prescribed by the State.

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- B. Grantee shall adhere to any State requirements regarding the process to follow in requesting approval to make adjustments to the budget justification.
- C. If any adjustments to the budget justification alter performance of the Scope of Work or result in an increase or decrease to any one of the eight line item budget totals, Grantee must obtain prior written approval from the State in accordance with Paragraphs 5 and 7. Failure to provide the State with timely notification of changes which affect the Scope of Work or line item totals in any Budget Exhibit could result in a disallowance of expenditures and/or an audit exception.
- D. Grantee may not make expenditures in advance of receiving written authorization for any requested changes to the budget justification. Unauthorized expenditures may be denied by the State. Changes to the budget justification will not be allowed or approved after the expiration or termination of the grant award.

7. 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 than \$10,000 and the grant award amount does not change.
- B. Line item shifts meeting this criteria shall not require a formal grant amendment.
- C. Grantee shall adhere to any State requirements regarding the process to follow in requesting approval to make line item shifts.
- D. Line item shifts may be proposed/requested by either the State or the Grantee.
- E. Grantee is cautioned against making expenditures in advance of receiving written authorization for any requested line item shifts. Unauthorized expenditures may be denied by the State. Line item shifts will not be allowed or approved after the expiration or termination of the grant award.

8. Progress Reports and Evaluation Instruments and Other Contractual Requirements

- A. The Grantee shall submit progress reports postmarked no later than the due dates specified in Paragraph B below. Facsimile reports are not

EXHIBIT C

acceptable. Failure to submit timely and acceptable reports is cause for invoice payments to the Grantee to be delayed or disallowed. The Grantee's last monthly and/or final invoice will not be processed until an acceptable Final Comprehensive Report has been received and approved by the State.

- B. The Grantee shall submit Progress Reports, which describe accomplishments during the report period, to the State at the address specified under Paragraph 12 below, in a form and format prescribed by the State and in accordance with the following schedule:

	FROM	TO	DUE DATE
1) First Report	09/01/01	12/31/01	02/28/02
2) Second Report	01/01/02	06/30/02	07/31/02
3) Third Report	07/01/02	12/31/02	01/31/03
4) Fourth Report	01/01/03	06/30/03	07/31/03
5) Fifth Report	07/01/03	12/31/03	01/30/04
6) Sixth and Final Comprehensive Report	07/01/01	06/30/04	06/30/04

- C. Reports are to be prepared in accordance with the instructions and format identified in the TCS Competitive Grantees Administrative and Policy Manual.
- D. The Grantee shall complete State evaluation instruments, needs assessment instruments, and other evaluation requirements in accordance with a form and format prescribed by the State.
- E. The Grantee shall coordinate and collaborate with TCS or its designee to maximize the tobacco education media/communication efforts, as directed by the State.
- F. The Grantee shall comply with all State-issued program and policy letters which may be issued during the grant term provided that the State shall only make changes or impose additional requirements which will not result in additional costs to the Grantee.

9. Payment Provisions

A. In consideration of services provided by the Grantee as described in the Scope of Work and performed in a manner acceptable to the State, the State shall reimburse the Grantee for actual expenditures not more frequently than once a month, in arrears, upon submission of an undisputed invoice in accordance with a form and format prescribed by the State. The invoice shall contain the following information:

- 1) An original signature
- 2) The time period covered
- 3) The Grantee name and grant number, and
- 4) Actual expenditures identified by line item in accordance with each annual Budget Exhibit.

Total State reimbursement for each line item identified in any Budget Exhibit is the maximum amount reimbursable for that line item during the grant term. The State, at its own option, may return disputed invoices to the Grantee for correction and resubmission prior to payment or reduce itemized expenses claimed which are not in accordance with Exhibit A, "Scope of Work," any Budget Exhibit or which cannot be verified as project expenses by the Grantee.

Invoices are to be signed by an authorized official, employee, or agent of the Grantee who shall certify that the expenditures claimed are actual expenditures for the period reported.

B. Timely Submission of Final Invoice

- 1) A final undisputed invoice shall be submitted for payment no more than ninety (90) calendar days following the expiration or termination of this grant, unless a later or alternate deadline is negotiated and agreed upon in writing by the program contract manager. Said invoice should be clearly marked "Final Invoice," to indicate that all payment obligations of the State under this grant have ceased and that no further payments are due or outstanding.
- 2) The State, at its discretion, may elect not to honor any delinquent final invoice if the Grantee fails to obtain prior written State approval of an alternate final invoice submission deadline. Written State approval shall be sought from the program contract manager prior to the expiration or termination date of this grant.

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3) The Grantee is hereby advised of its obligation to submit, with the final invoice, a "Contractor's Release, Exhibit E" acknowledging submission of the final invoice to the State and certifying the approximate percentage amount, if any, of recycled products used in performance of this grant.

C. The State will only reimburse the Grantee for employee vacation and sick leave earned and accrued during the grant award term. Therefore, the State will not reimburse the Grantee for vacation and/or sick leave taken after the termination of the grant award, or earned before the start date of the grant.

D. Overtime is not reimbursable under the terms of this grant unless the Grantee has budgeted for overtime expenses in any of the approved Budget Exhibits.

E. The Grantee understands and agrees that all deliverables as specified in this grant award must be fully and satisfactorily performed in order to receive the maximum amount payable identified in Paragraph 3.A., above. The Grantee agrees that if the State determines that any deliverable is not performed, only partially performed, or not performed at a level of quality/satisfaction to the State, the State may reduce the maximum amount payable under this grant award as follows:

1) Where a deliverable is not performed:

The State shall calculate the pro rata share of the non-performed deliverable by utilizing the relative values specified in the Scope of Work for each deliverable and reduce the maximum amount payable by deducting the relative value of the deliverable from any sum due the Grantee to the degree that the sum due the Grantee meets or exceeds the reduction. If the reduction exceeds the sum due the Grantee, the Grantee shall pay such amount back to the State upon its demand. The Grantee agrees that such deductions to sums due to the Grantee are offsets and no further amount shall be due to the Grantee.

2) Where a deliverable is only partially performed:

The State shall ascertain what percentage of the deliverable was only partially performed, calculate the pro rata share of the partially performed portion by utilizing the relative values specified in the Scope of Work for each deliverable and reduce the maximum amount payable by deducting the relative value of the partially

EXHIBIT C

performed deliverable from any sum due the Grantee to the degree that the sum due the Grantee meets or exceeds the reduction. If the reduction exceeds the sum due the Grantee, the Grantee shall pay such amount back to the State upon demand. The Grantee agrees that such deductions to sums due to the Grantee are offsets and no further amount shall be due to the Grantee.

- 3) Where a deliverable is not performed at a level of quality/satisfaction:

The State shall ascertain what percentage of the deliverable was not performed at a level of quality/satisfaction, calculate the pro rata share of that portion by utilizing the relative values specified in the Scope of Work for each deliverable and reduce the maximum amount payable by deducting the relative value of that portion from any sum due the Grantee to the degree that the sum due the Grantee meets or exceeds the reduction. If the reduction exceeds the sum due the Grantee, the Grantee shall pay such amount back to the State upon demand. The Grantee agrees that such deductions to sums due to the Grantee are offsets and no further amount shall be due to the Grantee.

- F. Grantee shall not divert, freeze, restrict, or prevent the use of funds received or generated, in whole or in part, for purposes other than conducting the activities described in the approved Scope of Work.

10. Recovery of Overpayments

The State shall recover overpayments to the Grantee including, but not limited to, payments determined to be:

- A. In excess of allowable costs.
- B. In excess of amounts usually charged by the Grantee or any of its subcontractors.
- C. For services not documented in the records of the Grantee or any of its subcontractors, or for services where the documentation of the Grantee or any of its subcontractors justifies only a lower level of payment.
- D. Based upon false or incorrect invoices.
- E. For services not authorized by the State.

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- F. For services already paid for or already reimbursed by the State or others.
- G. For services that should have been billed to others.

11. Travel and Per Diem

This paragraph supplements provision 1 in Additional Provisions, Exhibit A(S).

The Grantee's headquarters is the location where the computation of reimbursable travel costs will begin and end under the terms of this grant award. Headquarters is defined as the place where project personnel spend the largest portion of their regular working time and return to upon completion of special assignments. Any necessary travel away from the Grantee's headquarters shall be reimbursed in accordance with allowable costs identified in any Budget Exhibit and shall not exceed rates established by the State Department of Personnel Administration (DPA) for similar employees. Travel Reimbursement Information, CMU 01 (11/00), is incorporated in the TCS Competitive Grantees Administrative and Policy Manual.

12. Invoicing and Communications

Invoices, progress reports, and other written communications from the Grantee shall be sent to the Department of Health Services, Tobacco Control Section, Mail Station 555, P. O. Box 942732, Sacramento, CA 94234-7320. All written communication must include the grant number and the Grantee's full legal name.

13. Amendment Procedure

Should either party, during the term of this grant, desire a change or an amendment to the terms in the grant, other than that defined in Paragraphs 5, 6, and 7 above, such changes or amendments shall be proposed in writing to the other party, who will respond in writing whether the proposed changes or amendments are accepted or rejected. If accepted and after negotiations are concluded, the agreed upon changes shall be made through the State's official grant amendment process. The amendment will not be considered binding on either party until it is approved by the State. Grant changes will not be allowed or approved after the expiration or termination of the grant award term.

14. Avoidance of a Conflict of Interest by the Grantee

The Grantee agrees it will take all reasonable efforts to ensure that no conflict of interest exists for its officers, agents and employees. The Grantee, its agents,

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officers, and employees shall not use their position to influence a government decision in which he or she knows, or has reason to know, he or she has a financial interest, such as for private gain for themselves or others with whom they have family, business, or other ties. In the event the State determines that a conflict of interest situation exists, any increase in cost(s) associated with the conflict of interest may be disallowed and such conflict may constitute grounds for termination of this grant. This provision shall not be construed to prohibit the employment of persons with whom grant officers, agents, and employees have family, business or other ties so long as the employment of such persons does not result in increased costs over those associated with employment of any other qualified applicant on a merit basis.

15. Acknowledgment of State Participation and Helpline Reference

- A. The Grantee shall acknowledge the financial support of State funds whenever any findings, data, and materials developed pursuant to this grant award are published or whenever the Grantee creates a product (e.g., brochure, a film, videotape, manual, book, pamphlet, training guide, poster, curriculum, etc.) pursuant to this grant, in the following manner: "This _____ was made possible by funds received from Grant Number 01-15902 with the California Department of Health Services, Tobacco Control Section."
- B. Informational materials including, but not limited to, brochures, pamphlets, posters, curriculum, training guides, etc., that are developed under this grant award, shall include the California Smokers Helpline toll-free telephone number unless granted an exemption from such requirement by the State.

16. Copyright and Ownership of Materials

- A. The State shall be the owner of all rights, title and interest in, not limited to the copyright to, any and all Works created, provided, or developed in part or in total under this grant, whether or not published or produced. For purposes of this paragraph, "Works" are all literary Works, writings and printed matter, including the medium by which it is recorded or reproduced, and photographs, art work, pictorial and graphic representations, motion pictures, other audiovisual products, digital recordings, tape recordings, educational materials, original computer software programs, data, and any other materials or products conceived, developed, or delivered as a result of this grant. The copyright to any and all Works created, provided, or developed under this grant, whether published or not published or produced, belongs to the State from the moment of creation.

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- B. The State retains all rights to use, reproduce, distribute, or display any Works created, provided, or produced under this grant and any derivative works based on grant Works, as well as all other rights, privileges, and remedies granted or reserved to a copyright owner under statutory and common law copyright law.
- C. Grantee shall grant to the State, as permitted in California Civil Code, Section 982, ownership in any original work of authorship created, provided, or produced under this grant that is not fixed in any tangible medium of expression.
- D. If for any reason, the State is not deemed to be the owner of all rights, title and interest in the Works created, provided, developed, or produced under this grant, then Grantee, by entering into this grant, assigns all such rights to the State.
- E. For any product, data or material which is created, provided, developed, or produced under this grant which is not deemed a Work, the Grantee shall grant the State a royalty-free, non-exclusive, and irrevocable license throughout the world to reproduce, to produce derivative Works, to distribute copies, to perform, to display or otherwise use, duplicate, or dispose of such product, data or material in any manner for governmental purposes, and to have or permit others to do so.
- F. Subject to the terms, conditions, and limitations contained in this grant and subject to the performance of all terms and conditions stated in this grant, the State grants to the Grantee a non-exclusive license to use, duplicate, distribute, and permit others to use Works created, produced or developed under this grant for the purpose of carrying out the terms and conditions of this grant, consistent with any limitations set forth in this grant.
- G. For Works requiring the use of other copyright holders' materials, the Grantee shall furnish the names and addresses of all copyright holders or their agents, if any, and the terms of any licenses or usage granted, at the time of delivery of the Works. No materials of other copyright holders shall be used without prior written permission of the State and the holder of the copyright.
- H. At any time the Grantee enters into an agreement with another party in order to perform the work required under this grant, the Grantee shall require the agreement to include language granting the State a copyright interest in any Works created, provided, developed, or produced under

EXHIBIT C

the agreement and ownership of any Works not fixed in any tangible medium of expression. In addition, the Grantee shall require the other party to assign those rights to the State in a format prescribed by the State. For any Works for which the copyright is not granted to the State, the State shall retain a royalty-free, non-exclusive and irrevocable license throughout the world to reproduce, to prepare derivative Works, to distribute copies, to perform, to display, or otherwise use, duplicate or dispose of such Works in any manner for government purposes, and to have or permit others to do so.

- I. The Grantee represents and warrants that:
 - 1) The Grantee is free to enter into and fully perform this agreement;
 - 2) The Grantee has secured or will secure all rights and licenses necessary for the creation, production, or development of the Works under this grant;
 - 3) Neither the Works created, produced, or developed under this grant, the materials contained therein, nor the exercise by either the Grantee or the State of the rights described or granted in this grant, shall infringe upon or violate the rights or interests of any person or entity;
 - 4) Neither the Works, nor any part of the Works, created, produced, or developed under this grant shall: a) violate the right of privacy of, or b) constitute a libel or slander against, or c) infringe upon the copyright, literary, dramatic, statutory or common law rights, trademarks or service marks of any person, firm, or corporation; and
 - 5) The Grantee has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to the State in this grant.
- J. All Works distributed under the terms of this grant and any reproductions of visual Works or text of such Works shall include a notice of copyright in a place that can be visually perceived either directly or with the aid of a machine or device. This notice shall be placed prominently on Works and set apart from other matter on the page or medium where it appears.
- K. The Grantee shall indemnify, defend and hold harmless the State and its licensees and assignees, and their officers, directors, employees, agents, representatives, successors, licensees and assignees from and against all

EXHIBIT C

claims, actions, damages, losses, costs and expenses, including reasonable attorneys' fees, which any of them may sustain because of the use, reproduction, distribution, display or transfer of the Works and any other materials furnished by Grantee under this grant, or because of the breach of any of the representations or warranties made in this grant award.

- L. If the use of any Work is enjoined as a result of any action or proceeding, the Grantee shall, at its own expense and at the option of the State:
- 1) Procure for the State the right to continue to use said element, if the cost of said element does not exceed the reasonable cost anticipated under paragraph 16.L.2) or 16.L.3) below; or
 - 2) Replace said element with a comparable element which is non-infringing or does not violate the rights or interest of any person or entity; or
 - 3) Modify said element so it becomes non-infringing or does not violate the rights or interest of any person or entity.
- M. The State owns all materials developed, provided, and produced for the State under this grant. During the contracting phase of this process, the State shall negotiate with the Grantee to determine the number of camera-ready and completed versions of each deliverable the State will receive. It is anticipated that the State will use deliverables in future tobacco control programs.

17. Project Monitoring

- A. The State and all authorized State control agencies shall have access to all internal and external reports, records, and documents used by the Grantee in the operation and administration of this grant. The State shall have the right to monitor all aspects of the Grantee's performance regardless of whether there are specific performance requirements in the grant pertaining to the area being monitored.
- B. The Grantee shall cooperate, and require its subcontractors to cooperate, with the State or its designee by participating in meetings and/or site visits as the State may deem necessary to monitor Grantee compliance with the grant.

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18. Insurance

Without limiting the Grantee's indemnification of the State, the Grantee shall provide and maintain liability and worker's compensation insurance for its employees assigned to perform work under and during the term of this grant.

19. Subcontracting

This paragraph supplements provision 4 in Additional Provisions, Exhibit A(S).

- A. As used in this grant, the term "subcontractor" shall include any individual or entity that enters into a written subcontract with the Grantee for performance of any part of this grant.
- B. No performance of this grant or any portion thereof may be subcontracted by the Grantee without the express written consent of the State. Any attempt by the Grantee to subcontract any performance of the grant without the express written consent of the State shall be void and shall constitute a breach of this grant. Whenever the Grantee is authorized to subcontract, all applicable terms of the grant shall be included in such subcontract and agreed to by the subcontractor. The Grantee must meet this requirement within ten (10) days after the State issues an authorization to subcontract. The State's acceptance of the subcontract shall be contingent upon the review and approval of the final subcontract.
- C. The State reserves the right to require the Grantee to remove or replace any or all subcontractors and require the Grantee to find appropriate replacements within thirty (30) days of notification. No subcontract, which the Grantee enters into with respect to performance under the grant, shall in any way relieve the Grantee of any responsibility for performance of its grant duties.
- D. Upon expiration or termination of any subcontract agreement exceeding \$5,000, the State shall be notified immediately.

20. Termination

A. Termination for Convenience

The State retains the option to terminate this grant without cause at the State's convenience, provided that written notice has been delivered to the Grantee at least thirty (30) days prior to such termination date. If the State terminates this grant at its convenience, the Grantee will be entitled to compensation upon submission of an invoice and proper proof of claim,

EXHIBIT C

in that proportion which its services and products were satisfactorily rendered or provided and its expenses necessarily incurred pursuant to this grant, up to the date when notice of termination is received by the Grantee (hereinafter referred to as "the notice date"). In the event of termination, at the request of the State, the Grantee shall furnish copies of all proposals, specifications, designs, procedures, layouts, copy, and other materials related to the services or deliverables provided under this grant, whether finished or in progress on the termination date. The Grantee will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to the grant after the notice date, unless the Grantee receives written advance approval from the State. Any services or deliverables for which the Grantee is paid which are provided according to the procedures in this paragraph shall become the property of the State.

B. Immediate Termination for Cause

The State reserves the right to immediately terminate this grant in whole or in part by providing written notice to the Grantee after the occurrence of any of the following:

- 1) If the Grantee knowingly furnishes any statement, representation, warranty, or certification in connection with the Scope of Work of the grant, which representation is materially false, deceptive, incorrect, or incomplete;
- 2) If the Grantee fails to perform to the State's satisfaction any material requirement of the grant or defaults in performance of the grant award;
- 3) If the State determines satisfactory performance of the grant is substantially endangered by the action or inaction by the Grantee, or can reasonably anticipate such occurrence of default;
- 4) If the Grantee files for bankruptcy or, if in the judgment of the State, the Grantee becomes financially incapable of completing the grant; or
- 5) The State may, at its discretion, require the Grantee to cease performance of certain components of the Scope of Work and complete performance of other components prior to termination of the entire grant.

EXHIBIT C

21. Responsibilities Upon Termination

After receipt of notification of termination of this grant, and except as otherwise specified by the State, the Grantee shall stop work under this grant on the date specified in the written notice of termination. The Grantee shall:

- A. Place no further order or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under this grant that is not terminated;
- B. Assign to the State, effective on the date of termination, in the manner, and to the extent specified by the State, all of the rights, titles, and interests for the Grantee under the orders and subcontracts terminated. In the case of said assignment, the State has the right, at its discretion, to settle or reimburse the Grantee for payment of any or all claims arising out of the termination of such orders and subcontracts and reduce any settlement amount determined by the amount reimbursed to the Grantee for payment of such orders or subcontracts;
- C. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent the State may require. The State's approval or ratification shall be final for the purposes of this section.
- D. Upon the effective date of termination of the grant and the payment by the State of all items properly chargeable to the State hereunder, Grantee shall transfer, assign, and make available to the State all property and materials belonging to the State, all rights and claims to any and all reservations, contracts, and arrangements with owners of media/PR materials, or others, and shall make available to the State all written information regarding the State's media/PR materials, and no extra compensation is to be paid to Grantee for its services in connection with any such transfer or assignment;
- E. Take such action as may be necessary, or as the State may specify, to protect and preserve any property related to this grant which is in the possession of the Grantee and in which the State has or may acquire an interest.

22. Purchasing/Procurement Rules

- A. Provisions 2a and 2b in Additional Provisions Exhibit A(S) are amended to read as follows:

EXHIBIT C

- 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 grantee 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 \$5,000 or more and a useful life expectancy of one year or more, including EDP/ADP, telecommunications, and motor vehicles*), and services related to such purchases that are required in performance of this grant, 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), whether acting as a grantee or subcontractor, may use their existing procurement systems to secure articles, supplies, equipment (e.g., *nonexpendable items with a unit cost of \$5,000 or more and a useful life expectancy of one year or more, including EDP/ADP, telecommunications and motor vehicles*), and services related to such purchases that are required in performance of this grant. Equipment procurement shall not exceed an annual maximum limit of \$50,000, subject to the provisions 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.*
- B. The following paragraphs supplement provision 2 in Additional Provisions, Exhibit A(S).
- 1) Grant funds cannot be used to purchase equipment without obtaining prior written authorization from the State.
 - 2) The Grantee agrees to complete and return Exhibit F "Current Contract Year Equipment Purchased with State Funds," consisting of two (2) pages, and Exhibit G "Annual Inventory of State Furnished Equipment," consisting of one (1) page, to the address specified in Paragraph 12 above.

EXHIBIT C

23. Ownership/Disposition/Inventory of Equipment Purchased/Reimbursed with Contract Funds or Furnished by the State

- A. Provisions 3a and 3e in Additional Provisions, Exhibit A(S) are amended to read as follows:
- a. All equipment with a unit cost of \$500 or more and a life expectancy of more than one year and certain theft sensitive items (regardless of costs), purchased/reimbursed with grant funds or furnished by the State under the terms of this grant and not fully consumed in performance of this grant shall be considered state equipment and the property of the State.
 - e. Equipment, purchased/reimbursed with grant funds or furnished by the State under the terms of this grant, shall only be used for performance of this grant.

24. Grant Generated Revenues

The Grantee shall obtain the State's prior approval to generate revenue and place any revenue generated by activities conducted under this grant, accruing to or received by the Grantee, into an identifiable FDIC-insured, interest-bearing bank account. Revenue generated by the Grantee as a result of this grant award shall be used only to meet the goals and objectives identified in the Grantee's approved Scope of Work, to defray costs incurred by the program, to measurably expand the program, or to improve the quality of services above the level of services already funded under this grant award. The Grantee shall maintain adequate documentation of the receipt and use of such revenues, and shall provide this documentation to the State upon request. If funding authority for this program expires, the Grantee agrees to return to the State, within ninety (90) days, any unexpended funds, including any interest earned remaining in the generated revenue account to the address specified in Paragraph 12. If this grant is terminated pursuant to Paragraph 20 above, the Grantee agrees to return to the State, within thirty (30) days, any unexpended funds, including any interest earned remaining in the generated revenue account to the address specified in Paragraph 12. The words "Unexpended Tobacco Control Program Generated Revenue" and the grant number shall be written on the face of the check or warrant that the Grantee has issued to return the unexpended generated revenue.

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25. Lobbying and Political Activities

A. The Grantee shall not use grant funds for direct or indirect lobbying.

- 1) Direct lobbying, for the purposes of this grant is defined as any explicit attempt to promote a yes or no vote on a specific piece of legislation, local ordinance or ballot measure through any oral, written or other form of communication with any member or employee of a legislative body, or any government official or employee who participates in the formulation of, or decision-making regarding that specific piece of legislation, local ordinance or ballot measure.
- 2) Indirect lobbying, for the purposes of this grant, is defined as any oral or written communication to the general public or any segment of the general population which explicitly attempts to promote a yes or no vote on a specific piece of legislation, local ordinance or ballot measure by encouraging the recipients of the communication to attempt to influence a legislator or an employee of a legislative body or any other government official or employee who participates in the formulation of, or decision-making regarding that legislation, local ordinance or ballot measure.

B. The Grantee shall not use grant funds to promote a yes or no vote on a ballot measure.

C. The Grantee shall not use grant funds to promote, directly or indirectly, any candidate for an elective public office.

26. Child Support Compliance Act Acknowledgement

Effective January 1, 1999, by signing this grant that exceeds \$100,000, the Grantee acknowledges that:

- A. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- B. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and providing the names of

EXHIBIT C

all new employees to the New Hire Registry maintained by the California Employment Development Department.

- C. Questions about the New Employee Registry and reporting requirements are to be directed to the California Employment Development Department.

27. Financial and Compliance Audit Requirements

(Applicable to all federally funded contracts, excluding those entered into with a commercial business. Applicable to nonprofit organizations receiving state funds under a direct service contract. If in doubt as to the applicability of this provision to a contract, request an interpretation from the Department of Health Services' (DHS) program contract manager.)

- A. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.
- B. Direct service contract means a contract for services contained in local assistance or subvention programs or both (See Health & Safety (H&S) Code Section 38020). Direct service contracts shall not include contracts, grants, or subventions to other governmental agencies or units of government nor contracts with regional centers or area agencies on aging (See H&S Code Section 38030).
- C. The Grantee, as indicated below, agrees to obtain one of the following audits:
 - 1) If the Grantee is a nonprofit organization (as defined in H&S Code Section 38040) and receives \$25,000 or more from any State agency under a direct service contract; the Grantee agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of c (3). or
 - 2) If the Grantee is a nonprofit organization (as defined in H&S Code Section 38040) and receives less than \$25,000 per year from any State agency under a direct service contract, the Grantee agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this grant. This audit does not fulfill the audit requirements of c (3). or

EXHIBIT C

- 3) If the Grantee is a State or Local Government entity or Nonprofit organization (as defined by the Federal Office of Management and Budget (OMB) Circular A-133) and expends \$300,000 or more in Federal awards, the Grantee agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in OMB Circular A-133 entitled "Audits of States, Local Governments, and Non-Profit Organizations." An audit conducted pursuant to this provision will fulfill the audit requirements outlined in c (1) and c (2) above. The requirements of this provision apply if:
- (a) The Grantee is a recipient expending Federal awards received directly from Federal awarding agencies, or
 - (b) The Grantee is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.
- D. The audit shall be completed by the 15th day of the fifth month following the end of the Grantee's fiscal year. Two copies of the audit report shall be delivered to the state program funding this grant. The audit report must identify the Grantee's legal name and the grant number assigned to this grant. The report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the DHS program contract manager shall forward the audit report to DHS' Audits and Investigations Unit.
- E. The cost of the audits described herein may be included in the funding for this grant up to the proportionate amount this grant represents of the Grantee's total revenue. The DHS program funding this grant must provide advance written approval of the specific amount allowed for said audit expenses.
- F. 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. Performance audits are defined by Generally Accepted Government Auditing Standards.
- G. Nothing in this grant limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.

EXHIBIT C

- H. Nothing in this provision limits the authority of the State to make audits of this grant, provided however, that if independent audits arranged for by the Grantee meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.
- I. The State may, at its option, direct its own auditors to perform either of the audits described above. The Grantee will be given advance written notification, if the State chooses to exercise its option to perform said audits.

28. Prohibited Use of State Funds for Software

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

29. Confidentiality of Information

This paragraph supplements provision 17 in Additional Provisions, Exhibit A(S).

- A. All financial, statistical, personal, technical, and other data and information relating to State operations which are designated confidential by the State or developed by the Grantee and deemed confidential by the State, shall be protected by the Grantee from unauthorized use and disclosure. If the methods and procedures employed by the Grantee for the protection of the Grantee's data and information are deemed by the State to be adequate for the protection of the confidential information, such methods and procedures may be used to carry out the intent of this paragraph. If the methods and procedures employed by the Grantee are deemed by the State to be inadequate, the State, in cooperation with the Grantee, will specify the procedures to be followed.
- B. The Grantee and all subcontractors shall immediately notify the Program Contract Manager of any request from a third party for disclosure of any information relating to this grant, including, but not limited to, subpoena, deposition proceedings, court order or other legal action. Unless the Program Contract Manager authorizes the disclosure of the information in writing, the Grantee and all subcontractors shall use every means, to the maximum extent permitted by law and at no cost to the State, to protect the information from disclosure.

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30. Union Organizing

Recipient, by signing this grant, hereby acknowledges the applicability of Government Code Section 16645 through 16649 to this agreement. Furthermore, Recipient, by signing this agreement, hereby certifies that:

- A. No state funds disbursed by this grant will be used to assist, promote, or deter union organizing.
- B. Recipient shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure.
- C. Recipient shall, where state funds are not designated as described in A above, allocate, on a pro-rata basis, all disbursements that support the grant program.
- D. If Recipient makes expenditures to assist, promote or deter union organizing, Recipient will maintain records sufficient to show that no state funds were used for those expenditures, and that Recipient shall provide those records to the Attorney General upon request.

31. Priority of Provisions

Where inconsistencies may exist between the terms of this grant award and the attachments hereto, such inconsistencies shall be resolved by giving precedence in the following order:

- A. Grant Award
- B. Exhibit A, Scope of Work
- C. Exhibit C, Terms and Conditions
- D. Exhibit A(S), Additional Provisions

**Exhibit A
Tobacco Control Section
Scope of Work**

Grant Number: 01-15902

Grant Term: 09/01/01 - 06/30/04

Agency Name: Stanislaus County Health Services Agency

Revision Date: 08/29/01

Project Name: Youth Advocates Promoting Better Health

Report Period:

Objectives/Activities/Evaluation	©	%	Start/ End Date	Who Is Responsible	Tracking Measures	For Progress Report Use Only	
						Document Number/ Letter	Actual Date(s) Completed
Priority Area: Reduce the Availability of Tobacco Products							
Objective 1: By June 30, 2004 the City of Modesto and the City of Ceres will adopt a retail licensing policy for all merchants who sell tobacco products in their communities.#46P		40%					
A. Coordination/Collaboration Activities							
1. Project Staff and 1-4 current YAPBH members will recruit a total of 10-25 new youth advocates in Stanislaus County targeting at risk youth from some of the following communities: Modesto, Turlock, Oakdale, and Ceres for the purpose of conducting youth public awareness campaigns that will create community norm changes countywide. Recruitment will take place in collaboration with but not limited to: I.D.E.A., 21 st Century Learning School site programs, the King Kennedy Neighborhood Collaborative, Police Activities League, LATCH Key Programs, 4H, Airport District, Center for Human Services Juvenile Justice Services Program, United Way Volunteer Center, Hispanic Youth Leadership Council, community service programs, and school clubs.		3.0	09/01- 6/02	Project Director (PD), Community Health Worker III (CHWIII), & Youth Advocates Promoting Better Health (YAPBH)	Contact log sheet, Recruitment Log, Membership Registry		
2. Newly recruited youth will identify where to find new Youth Advocates Promoting Better Health recruits in their communities.			01/02- 06/04	YAPBH	List of referral by location		
3. Project staff and 1-2 Youth Advocates Promoting Better Health will participate in teleconference calls with California Youth Advocacy Network(CYAN) to discuss any challenges, barriers, successes, and experiences in implementing community norm awareness campaign in Stanislaus County.			9/01- 6/04	PD, CHW III & YAPBH, Youth Liaison (YL)	CYAN Teleconference call meeting minutes		
4. Project staff and youth coalition members will meet 1-4 times monthly to strategize and formulate plan on implementing objectives described in scope of work.			9/01- 6/04	PD, CHWIII, YL, YAPBH	Meeting Minutes, Sign-in sheet+		

* Indicates a change.
+ On file in office.

**Exhibit A
Tobacco Control Section
Scope of Work**

Grant Number: 01-15902

Grant Term: 09/01/01 - 06/30/04

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Revision Date: 08/29/01

Project Name: Youth Advocates Promoting Better Health

Report Period:

Objectives/Activities/Evaluation	©	%	Start/ End Date	Who Is Responsible	Tracking Measures	For Progress Report Use Only	
						Document Number/ Letter	Actual Date(s) Completed
5. 1-2 Youth Advocates Promoting Better Health will help support projects and activities by acting as Youth Liaisons between Youth Advocates Promoting Better Health, project staff, and the Stanislaus County Adult Tobacco Education Coalition. These liaisons will be subcontracted to earn a per annum stipend for their work as youth liaisons.			07/02- 06/04	PD, CHW III, YL	Copy of contract, job description, performance review		
6. Project staff and 1-2 Youth Advocates Promoting Better Health will post progress towards implementing the objective on PARTNERS statewide network for the purpose of communicating with Prop 99 funded programs.		.5	01/02- 06/04	CHWIII, YAPBH, YL	Copy of PARTNERS posting		
8. Project staff will present program updates at the Gold Country Youth Committee meeting held monthly during the full grant term.			9/01- 6/04	PD, CHWIII	Regional Meeting Agenda		
9. Project staff and 1-2 Youth Advocates Promoting Better Health will contact CYAN for the purpose of representing statewide advanced youth coalition members on a youth board of directors/youth leadership committee level.			7/02- 6/04	CHWIII YAPBH	Copy of correspondence with CYAN		
B. Educational Materials Development							
1. Project staff and 2-6 Youth Advocates Promoting Better Health will develop Youth Advocates Promoting Better Health informational brochure in collaboration with a graphic designer to be distributed to approximately 500-1500 community members, Key Opinion Leaders, chamber members, and new recruits. Contents of the brochure will include the following information: Mission, goals, history of the youth coalition, contact information, 1-800 numbers, and the statement "Funded by Prop. 99".	©	5.0	09/01- 06/02	PD, CHWIII YAPBH	Copy of Brochure		
2. Project staff will update Youth Advocates Promoting Better Health youth training manual. Manual will contain agenda, mission statement, history, philosophy, goals, and educational materials to	©	3.0	9/01- 06/02	PD, CHWIII	Copy of Training Manual		

* Indicates a change.

+ On file in office.

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Exhibit A
Tobacco Control Section
Scope of Work

Grant Number: 01-15902

Grant Term: 09/01/01 - 06/30/04

Agency Name: Stanislaus County Health Services Agency

Revision Date: 08/29/01

Project Name: Youth Advocates Promoting Better Health

Report Period:

Objectives/Activities/Evaluation	©	%	Start/ End Date	Who Is Responsible	Tracking Measures	For Progress Report Use Only	
						Document Number/ Letter	Actual Date(s) Completed
facilitate training of new youth recruits. Approximately 50-100 manuals will be assembled for trainings.							
3. 1-4 Youth Advocates Promoting Better Health will assist project staff in the design, layout, and content of a bi-annual newsletter to be distributed via regular mail /email to 50-150 youth, key opinion leaders, and statewide youth coalition members	©	3.0	01/02- 6/04	PC, CHWIII, YL, YAPBH	Copy of Newsletter		
4. 1-4 Youth Advocates Promoting Better Health will assist project staff in the research, design, layout, and implementation of a phone card to be given to approximately 20-50 YAPBH at trainings. The cards will have 10-30 minutes calling time. Youth will call a 1-800 number that contains an anti-tobacco message that gives the caller an access code prior to using the calling card. Youth Advocates Promoting Better Health will search TECC to see what materials have been developed. The calling card will contain 1-800 Helpline numbers. The card will be made available for use by Statewide Advanced Youth Coalitions and sent to TECC/CYAN.	©	4.0	01/02- 12/02	PD, CHWIII, YL, YAPBH	Copy of Phone Card		
C. Training Activities							
1. Project staff and 1-4 current Youth Advocates Promoting Better Health will co-facilitate 1-4 (2-hour) youth advocate orientations on their philosophy, mission, strategic plan, work plans, the tobacco control movement, STAKE ACT activities, and 6 Pillars of Character: Character Counts (Trustworthiness, Respect, Responsibility, Fairness, Caring, Citizenship).			09/01- 06/04	CHWIII, YL, YAPBH	Agenda, Training Manual, Photographs		
2. 1-2 Project staff will attend new grantee orientation.			09/01- 12/01	PD, CHWIII EV (Evaluator)	Training Agenda, Registration Form		
3. Project Director and project staff will attend Project Directors meeting in fiscal year 2002.			01/03- 06/04	PD, CHWIII	Training Agenda		
4. Project staff will attend approximately 5 conferences sponsored			09/01-	PD, CHWIII,	Training Agenda,		

* Indicates a change.
+ On file in office.

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Exhibit A
Tobacco Control Section
Scope of Work

Grant Number: 01-15902

Grant Term: 09/01/01 - 06/30/04

Agency Name: Stanislaus County Health Services Agency

Revision Date: 08/29/01

Project Name: Youth Advocates Promoting Better Health

Report Period:

Objectives/Activities/Evaluation	©	%	Start/ End Date	Who Is Responsible	Tracking Measures	For Progress Report Use Only	
						Document Number/ Letter	Actual Date(s) Completed
by TCS annually. These trainings may include but are not limited to CYAN Conferences, Educating Key Opinion Leaders (EKOL) Conferences, and Point of Sale Conferences (POS), Youth Summit, and CYAN's Youth Quest.			06/04	YL, YAPBH	Photographs		
5. Project staff and 1-2 Youth Advocates Promoting Better Health will invite 2-10 youth advocates from Contra Costa's Teens Industry GSHS Hammered by Teens (TIGHT) to conduct a peer to peer training to approximately 10-15 Youth Advocates Promoting Better Health advocates on some of the following topics: presenting to City Council members, media literacy activities, youth driven advocacy campaigns, and community service.		1.5	07/02- 06/03	PD, CHWIII YAPBH	Copy of correspondence, Sign-in Sheet, Agenda		
6. Project staff and 1-2 Youth Advocates Promoting Better Health will contact the City of Modesto and/or the City of Ceres to schedule 1 training annually in the council chambers on policy and procedures for presenting during council meetings.		2.0	06/02- 06/03	CHWIII, YL, YAPBH	Copy of agenda, Photographs, Correspondence from city personnel		
D. Policy Activities							
1. Project staff and 1-2 Youth Advocates Promoting Better Health will research with the CYAN, TALC, ANR, TECC, and other Proposition 99 funded programs to identify communities statewide that have existing retail licensing policys.			01/02- 06/02	PD, CHWIII YAPBH	Copy of searches		
2. Project staff and 1-2 Youth Advocates Promoting Better Health will prepare facts about historical sales rates, merchant education, law enforcement activities, and a sample retail-licensing policy that can be presented to the City Councils of Modesto and Ceres in collaboration with LLA, and adult coalition members.		1.0	07/03- 12/03	PD, CHWIII, Coalition, YL, YAPBH	Copy of Fact Sheet, Copy of Presentation Packet, Copy of Power Point Presentation		
3. Project staff and 10-15 Youth Advocates Promoting Better			07/03-	PD, CHWIII,	Agenda, Meeting		

* Indicates a change.
+ On file in office.

02/01

**Exhibit A
Tobacco Control Section
Scope of Work**

Grant Number: 01-15902

Grant Term: 09/01/01 - 06/30/04

Agency Name: Stanislaus County Health Services Agency

Revision Date: 08/29/01

Project Name: Youth Advocates Promoting Better Health

Report Period:

Objectives/Activities/Evaluation	©	%	Start/ End Date	Who Is Responsible	Tracking Measures	For Progress Report Use Only	
						Document Number/ Letter	Actual Date(s) Completed
Health from will present findings to council members and ask that they adopt a retail-licensing policy in collaboration with LLA.			06/04	YL, YAPBH	Minutes, Photographs, Newspaper Articles		
4. Attend follow-up meetings until policy is adopted in collaboration with LLA.		2.0	07/03- 06/04	PD, CHWIII, YL, YAPBH	Agenda, Meeting Minutes, Newspaper Articles		
E. Community Education Activities							
1. Project staff and 1-4 Youth Advocates Promoting Better Health will present both historical youth purchase survey rates and baseline survey purchase rates to 1-4 service organizations or established city council committees (Safety Committee, Human Services Committee, Economic Development, Citizens Advisory Committee, Kiwanas, Rotary, Toastmasters, AARP) to raise community awareness about the illegal sales of tobacco products to minors and promote 1-800 5ASK 4ID STAKE ACT HELPLINE.		3.5	01/03- 06/04	PD, CHWIII, YL, YAPBH	Photographs, Event Flyers, Newspaper Articles, Presentation Outline		
2. Project staff and 2-10 Youth Advocates Promoting Better Health will participate in 2-10 annual community events to petition residents on supporting retail-licensing policies in each community. Events include but are not limited to (Earth Day, Red Ribbon Week, Ceres Street Faire, International Festival, Hispanic Youth Leadership Council's Community Health Fair, the King-Kennedy Neighborhood Picnic, Great American Smokeout, "Teens Kick Ash", Lose the Chew Week Activities, and World No Tobacco Day Activities).			01/02- 06/04	CHWIII, YL, YAPBH	Photographs, Event Flyers, Petition, Presentation Outline		
3. Project staff and 1-4 Youth Advocates Promoting Better Health from will present to 1-2 Chambers of Commerce in the City of			01/03 12/03	PD, CHWIII, YL, YAPBH	Sign-in sheet, Agenda,		

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**Exhibit A
Tobacco Control Section
Scope of Work**

Grant Number: 01-15902

Grant Term: 09/01/01 - 06/30/04

Agency Name: Stanislaus County Health Services Agency

Revision Date: 08/29/01

Project Name: Youth Advocates Promoting Better Health

Report Period:

Objectives/Activities/Evaluation	©	%	Start/ End Date	Who Is Responsible	Tracking Measures	For Progress Report Use Only	
						Document Number/ Letter	Actual Date(s) Completed
Modesto and the City of Ceres annually to raise awareness about youth purchase rates in the community, historical sales rates, and tobacco industry tactics which target youth.					Photographs, Confirmation Letter		
F. Media Activities							
1. Project staff and 1-4 Youth Advocates Promoting Better Health will collaborate with TECC, Communications Assistance Project, Gold Country Region, and teen oriented radio stations to develop 1-2 radio campaign spots that highlight local illegal sales of tobacco products to minors rates and promote the 1-800-5ASK 4ID telephone numbers. Project staff will request that the radio stations provide production fees in-kind for each spot developed.		2.0	01/02- 06/02	CHWIII, YAPBH	Email Correspondence, Letters, Copy of searches conducted		
2. Project staff and 1-4 Youth Advocates Promoting Better Health will co-facilitate in the script development of the PSA to be aired on local radio stations.		3.5	01/02- 06/02	CHWIII, YAPBH	Draft scripts		
3. 10-20 paid radio spots will be purchased and aired monthly June – August 2002. Project Director will request that radio stations match paid spots with in-kind Public Service Announcement (PSA)spots.	©	1.0	06/02- 08/02	PD, CHWIII	Copy of Radio Spot, Airing Schedule		
4. Send sample radio spots to TECC, CYAN, and Gold Country Region.			01/02- 12/03	PD, CHWIII	Sample radio spot(s), Copy of PSA Script		
G. Evaluation Plan - The City of Modesto and the City of Ceres will adopt retail licensing policys. Through a non-experimental case study, we will examine the policy implementation process. 1. The general evaluation design is a non-experimental case study. 2. The Intervention group for the case studies will include interviews with City Council members, project staff and Youth			09/01- 06/04	EV, PD CHWIII, YL, YAPBH	Case Study, Agendas, Meeting Minutes, Recruitment Log, Copy of Survey, Copy of Post Survey, Outcome		

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Exhibit A
Tobacco Control Section
Scope of Work

Grant Number: 01-15902

Grant Term: 09/01/01 - 06/30/04

Agency Name: Stanislaus County Health Services Agency

Revision Date: 08/29/01

Project Name: Youth Advocates Promoting Better Health

Report Period:

Objectives/Activities/Evaluation	©	%	Start/ End Date	Who Is Responsible	Tracking Measures	For Progress Report Use Only	
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<p>Advocates.</p> <p>3. The project evaluator will assist in the design of the case study measurement tool.</p> <p>4. The case study will be conducted utilizing data collection instruments The process evaluation will employ a host of qualitative data collection strategies as a means for capturing data related to the retail licensing policy adoption process, including: a) Activity Logs, and b) Interviews. The Activity Logs will be used as the primary means for documenting the strategies that are employed in the adoption process. These logs will be compiled and maintained by Tobacco Education Staff. Finally, the Program Evaluation Team will conduct interviews with key adult members from the respective cities (including City Council Members) to solicit their insight/views regarding the adoption of the policy and the role of the youth advocates in the adoption process.</p> <p>5. Data will be collected at coalition meetings and at city council chambers.</p> <p>6. Evaluation for this objective will be a case study. Following the activities associated with the adoption of the retail licensing policy, a case study will be conducted in order to organize the data into major themes/categories for the purpose of forming a conceptual lens for understanding the strategies that promoted the adoption of the retail licensing policy, as well as the factors that impeded the process. This analysis will also highlight the differences and similarities</p>					reports, Draft Policy		

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**Exhibit A
Tobacco Control Section
Scope of Work**

Grant Number: 01-15902

Grant Term: 09/01/01 - 06/30/04

Agency Name: Stanislaus County Health Services Agency

Revision Date: 08/29/01

Project Name: Youth Advocates Promoting Better Health

Report Period:

Objectives/Activities/Evaluation	©	%	Start/ End Date	Who Is Responsible	Tracking Measures	For Progress Report Use Only	
						Document Number/ Letter	Actual Date(s) Completed
regarding the adoption process of the two cities. 7. The results for this case study will be sent to TCS, posted on PARTNERS, and shared with other Prop. 99 funded projects. 8. The project evaluation team will participate in State Administered evaluation activities		5.0					
Priority Area: Countering Pro-Tobacco Influences in the Community							
Objective 2: By June 30, 2004, the Center For Human Services Hutton House Teen Runaway Shelter will adopt a policy to no longer accept funds from Kraft/Phillip Morris. #9		25%	09/01-06/04				
A. Coordination/Collaboration Activities							
1. Project staff and 1-4 Youth Advocates Promoting Better Health will meet 1-4 times monthly to plan strategies and tactics for implementing sponsorship policy to include coordinating site visits, peer education activities, tobacco trainings, resource and referrals, and media activities until policy is adopted.			09/01-06/04	CHWIII, YAPBH	Sign-In sheet+, Meeting Agendas, Training Agendas, Photographs		
2. Project staff and 1-4 Youth Advocates Promoting Better Health will contact the Center for Human Services Hutton House Teen Runaway Shelter to schedule an orientation tour			09/01-06/02	PD, CHWIII, YAPBH	Sign-In sheet+		
3. Project staff and 1-4 Youth Advocates Promoting Better Health will participate in a tour of Hutton House Teen Runaway Shelter to better understand the facility, the demography of the youth served, and the staff who serve the youth.			01/02-06/02	CHWIII, YAPBH, YL	Sign-In sheet+, Agency Pamphlet		
4. Project staff and 1-2 Youth Advocates Promoting Better Health			07/02-	PD, CHWIII	Correspondence,		

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Tobacco Control Section
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Grant Term: 09/01/01 - 06/30/04
Revision Date: 08/29/01
Report Period:

Grant Number: 01-15902
Agency Name: Stanislaus County Health Services Agency
Project Name: Youth Advocates Promoting Better Health

Objectives/Activities/Evaluation	©	%	Start/ End Date	Who Is Responsible	Tracking Measures	For Progress Report Use Only	
						Document Number/ Letter	Actual Date(s) Completed
will contact Project Smart Money for the purpose of obtaining resources and technical assistance associated with sponsorships.			06/04	YAPBH, YL	copy of printed materials		
B. Community Education							
1. Project Staff and 1-4 Youth Advocates Promoting Better Health will conduct peer education episodes 2-6 times annually to the 2-8 Hutton House Youth Advisory Council (HHYAC) representatives and youth residing temporarily at the shelter on second hand smoke issues, harmful effects associated with tobacco use, STAKE ACT activities, tobacco companies tactics which target youth with products, and sponsorship activities in Stanislaus County implemented by tobacco companies. Episodes will last 30-60 minutes.		4.0	07/02-06/04	CHWIII, YAPBH, YL	Training Agenda, Sign-In sheet+, Presentation Evaluation Sheet		
2. Project staff and 1-4 Youth Advocates Promoting Better Health will promote the teen oriented California 1800 Smokers Helpline for youth who wish to quit. Youth Advocates Promoting Better Health will promote Contra Costa's T.I.G.H.T, Youth Media Network (YMN), and CYAN's website. Youth will distribute California's Smokers Helpline Gold Card. Incentives, such as (pens, calling cards, stress balls, t-shirts) will be distributed to approximately 4-16 participants.			07/02-06/04	CHWIII, YAPBH, YL	Incentive Log+, Smokers Helpline Log+		
3. 1-2 Youth Advocates Promoting Better Health will conduct 1-4 peer education episodes annually to 2-8 Center for Human Services Diversity Plus Teen Group (Gay, Lesbian, Transgender, Questioning youth) members on SHS issues, harmful effects associated with tobacco use, STAKE ACT activities, tobacco companies tactics which target youth with products, and sponsorship activities in Stanislaus County implemented by tobacco companies. Peer education components will include but not limited to: music videos,		4.0	07/02-06/04	CHWIII, YL, YAPBH	Agenda, Sign-In Sheet+, Evaluation Sheet		

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Grant Number: 01-15902

Grant Term: 09/01/01 - 06/30/04

Agency Name: Stanislaus County Health Services Agency

Revision Date: 08/29/01

Project Name: Youth Advocates Promoting Better Health

Report Period:

Objectives/Activities/Evaluation	©	%	Start/ End Date	Who Is Responsible	Tracking Measures	For Progress Report Use Only	
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magazines, talk shows, and interactive role-playing will be integrated into peer education episodes. Episodes will last 30-60 minutes.							
4. Youth Advocates Promoting Better Health will invite HHYAC representatives' and Diversity Plus youth to attend Chapter Coalition meetings to participate in tobacco control activities through monthly meeting flyers and bi-annual newsletter mailing.			07/02- 06/04	CHWIII, YL, YAPBH	Copy of Meeting Announcement, Copy of Newsletter		
D. Training Activities							
1. Project staff and 1-2 Youth Advocates Promoting Better Health will invite the Communications Assistance Project (CAP) to co-facilitate 1-2 trainings during the full grant term to 10-20 Youth Advocates Promoting Better Health advocates for the purpose of developing PSA's, constructing letters to the editors of local newspapers, and on developing awareness of the Reputations for Cash Campaign.		2.0	01/03- 06/03	PD, CHWIII, YL, YAPBH	Correspondence, Training Agenda, Copy of Training Materials, Sign-in Sheet+, Training Evaluation, Photographs		
2. Project staff and 1-4 Youth Advocates Promoting Better Health members will contact 1-3 statewide ethnic networks to obtain technical assistance and co-facilitate cultural competency based trainings to 5-15 youth advocates. Possible training topics include but are not limited to the following: tobacco industry tactics which target ethnic populations, cultural sensitivity, reaching ethnic populations. 1-2 trainings will be conducted during the full grant term.		3.5	01/02 06/03	PD, CHWIII, YL, YAPBH	Training Agenda, invitation, Photographs, Training Materials, Sign-In sheet		
E. Policy Activities							
1. Project staff and 1-2 Youth Advocates Promoting Better Health will research with the CYAN, TALC, ANR, TECC, and other proposition 99 funded programs to identify teen runaway shelters with policies in California who have rejected sponsorship monies			07/02- 12/02	CHWIII, YL, YAPBH	Fact Sheet		

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Grant Number: 01-15902

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Agency Name: Stanislaus County Health Services Agency

Revision Date: 08/29/01

Project Name: Youth Advocates Promoting Better Health

Report Period:

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and provide fact sheet to Hutton House youth advisory council members and house personnel.							
2. 1-2 Youth Advocates Promoting Better Health will research with CYAN, TALC, ANR, TECC, and other proposition 99 funded programs to identify existing policies at teen runaway shelters regarding the acceptance of tobacco industry/tobacco affiliate funds throughout the State of California and provide fact sheet to Hutton House youth advisory council members and house personnel.			07/02- 12/02	CHWIII, YL, YAPBH	Copy of model policies		
3. Project staff and 1-2 Youth Advocates Promoting Better Health will conduct research on alternative funding sources available(American Legacy Foundation, Gold Country, Ethnic Networks, TCS RFA's) and present findings to HHYAC representatives and Hutton House administration for the purpose of presenting model policy.			07/02- 12/02	PD, CHWIII, YL, YAPBH	Copy of funding alerts, internet searches, draft proposals		
4. Project staff and 1-6 Youth Advocates Promoting Better Health will present a model policy and alternative sponsorship-funding list to the Center for Human Services Board of Directors to consider for adoption.		2.0	07/03- 12/03	PD, CHWIII, YL, YAPBH	Meeting Agenda, Sign-in Sheet, Copy of Model Policy		
5. 15-25 Youth Advocates Promoting Better Health from both Chapters will attend the Center for Human Services Board of Director's meeting. Youth from the HHYAC will be invited to participate.		2.5	07/03- 12/03	PD, CHWIII, YL, YAPBH	Sign-in sheet, Meeting Agenda		
6. Attend follow-up meetings until policy is adopted.		1.0	07/03- 12/03	PD, CHWIII, YL, YAPBH	Sign-in sheet, Meeting Agenda		
F. Media							
1. Project staff and 1-2 Youth Advocates Promoting Better Health contact the Modesto Bee's "Teens in the Newsroom" Buzz Section 1-4 times annually to have teen reporters write articles on smoking		1.0	07/03- 06/04	CHWIII, YL YAPBH	Copy of News Articles		

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Grant Term: 09/01/01 - 06/30/04

Agency Name: Stanislaus County Health Services Agency

Revision Date: 08/29/01

Project Name: Youth Advocates Promoting Better Health

Report Period:

Objectives/Activities/Evaluation	©	%	Start/ End Date	Who Is Responsible	Tracking Measures	For Progress Report Use Only	
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and teens, activities that the youth coalition is involved in, and to highlight coalition efforts in collaboration with the Hutton House Teen Runaway Shelter.							
2. 2-4 Youth Advocates Promoting Better Health will develop 2-4 letters to the editor for 2-4 local periodical newspapers (Modesto Bee, Oakdale Leader, Patterson Irrigator, Turlock Journal, Ceres Courier, El Sol, El Grafico) annually discussing tobacco industry sponsorships of local social service organizations, countering the good guy image of tobacco sponsorship activities, and promotion of local youth coalition tobacco control activities.		1.0	01/02- 06/03	CHWIII, YL, YAPBH	Draft Letters, Copies of Letters to the Editor, Newspaper Articles		
3. Project Staff and 1-2 Youth Advocates Promoting Better Health will invite 1-2 HHYAC representatives and contact public access channel Cable One, KAZV Channel 14, and Channel 23, 1-4 times annually to spotlight youth coalition activities on some of the following but not limited to: smoking and teens, Smokers Helpline, activities that the coalition is involved in, and services provided to teens by the shelter.		1.0	01/02- 06/03	PD, CHWIII, YL, YAPBH	Video Copy of television taping, Copy of Script Outline, Activity Evaluation		
G. Evaluation Plan – the Center For Human Services Hutton House Teen Runaway Shelter will adopt a policy to no longer accept funds from Kraft/Phillip Morris. 1. The general evaluation design is a non-experimental case study. 2. The Intervention group for the case studies will include interviews with Hutton House Youth Advisory Council Members, Center For Human Services Board of Director Members, project staff and Youth Advocates.			09/01- 06/04	EV, PD, CHWIII	Case Study, Cassette Copy of Interviews+, Copy of Model Policy, Agendas, Meeting Minutes, Copies of Newspaper Articles		

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Tobacco Control Section
Scope of Work**

Grant Number: 01-15902

Grant Term: 09/01/01 - 06/30/04

Agency Name: Stanislaus County Health Services Agency

Revision Date: 08/29/01

Project Name: Youth Advocates Promoting Better Health

Report Period:

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<p>3. The project evaluator will assist in the design of the case study measurement tool.</p> <p>4. The process evaluation will employ a host of qualitative data collection strategies as a means for capturing data related to the no tobacco sponsorship policy adoption process, including: a) Activity Logs, and b) Interviews. The Activity Logs will be used as the primary means for documenting the strategies that are employed in the adoption process. These logs will be compiled and maintained by the Tobacco Education Staff. Finally, the Program Evaluation Team will conduct interviews with key youth and adult members to solicit their insight/views regarding the adoption of the policy and the role of the youth advocates in the adoption process.</p> <p>5. Data will be collected at youth coalition meetings, Hutton House, Center For Human Services Board meetings, and recorded on tape cassette recorder when feasible.</p> <p>6. Evaluation for this objective will be a case study. Following the activities associated with the adoption of the no sponsorship policy, a case study will be conducted in order to organize the data into major themes/categories for the purpose of forming a conceptual lens for understanding the strategies that promoted the adoption of no sponsorship policy, as well as the factors that impeded the process.</p> <p>7. The results for this case study will be sent to TCS, posted on PARTNERS, and shared with other Prop. 99 funded projects.</p>		3.0					

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**Exhibit A
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Grant Number: 01-15902

Grant Term: 09/01/01 - 06/30/04

Agency Name: Stanislaus County Health Services Agency

Revision Date: 08/29/01

Project Name: Youth Advocates Promoting Better Health

Report Period:

Objectives/Activities/Evaluation	©	%	Start/ End Date	Who Is Responsible	Tracking Measures	For Progress Report Use Only	
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8. The project evaluation team will participate in State Administered evaluation activities.							
Priority Area: Environmental Tobacco Smoke							
Objective 3: By June 30, 2004, Signature Theaters in Modesto and Turlock will adopt and implement policies to prohibit smoking within 25-50 feet of entrance ways.#42P		35%	09/01-06/04				
A. Collaboration/Coordination							
1. Project staff will recruit 1-4 youth advocates for the purpose of implementing a smoke-free entrance policy at Signature Theaters in Modesto and Turlock.			09/01-06/02	CHWIII, YAPBH	Recruitment Log		
2. Project staff 1-4 Youth Advocates Promoting Better Health will meet monthly for development and implementation of timeline to move forward smoke-free entrance policies at Signature Theaters in Modesto and Turlock.			09/01-06/02	CHWIII, YAPBH	Meeting Agenda, Meeting Minutes		
3. 1-2 Youth Advocates Promoting Better Health will participate annually in 2-6 teleconference calls with CYAN to discuss any challenges, barriers, experiences, solutions, and youth advocacy activities in Stanislaus County.			01/02-12/02	CHWIII, YL, YAPBH	Teleconference Call Agendas, Meeting Minutes		
4. 1-4 Youth Advocates Promoting Better Health and their Youth Coordinator will collaborate with Stanislaus County LLA on progress towards objective and to request technical assistance via email, teleconference call, or scheduled meetings on as needed basis.			09/01-06/04	CHWIII, YL, YAPBH	Meeting Minutes, Copy of Resources Materials obtained, Meeting Agenda		
5. 1-4 Youth Advocates Promoting Better Health will submit and or participate in the YMN Crystal Awards annually.		2.0	09/01-06/04	CHWIII, YL, YAPBH	Copy of Artwork Entries		
B. Policy Activities							

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Agency Name: Stanislaus County Health Services Agency

Revision Date: 08/29/01

Project Name: Youth Advocates Promoting Better Health

Report Period:

Objectives/Activities/Evaluation	©	%	Start/ End Date	Who Is Responsible	Tracking Measures	For Progress Report Use Only	
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1. Project Staff and 1-4 Youth Advocates Promoting Better Health will contact TECC/TALC/CYAN to find existing observational surveys that would assess the existing norm for smoking at building entrances.			01/02- 06/02	CHWIII, YAPBH	Copy of Observational Surveys		
2. Project staff 1-4 Youth Advocates Promoting Better Health will contact Tobacco Detectives at the Tobacco Industry Monitoring Project to obtain resources on the tobacco industry's business, marketing, and public influence practices intended to hide its knowledge of tobacco's deadly health consequences.			01/02- 06/02	CHWIII, YL, YAPBH	Copy of Policies, Practices, Internal Documents, Web Site Downloads		
3. Project staff and 1-4 Youth Advocates Promoting Better Health will contact TALC, TECC, CYAN, and the Gold Country Tobacco Prevention Coalition to compile a list of communities statewide that have smoke-free theater entrance policies.			01/02- 06/02	CHWIII, YAPBH	Copy of Policies		
4. Project staff and 1-4 Youth Advocates Promoting Better Health will contact ACS and ALA to develop a local fact sheet that documents some of the risks associated with secondhand smoke that could be presented to the Gold Country Tobacco Prevention Coalition, BREATH, and corporate decision makers.		2.0	01/02- 06/02	PD, CHWIII, YAPBH	Copy of Fact Sheet		
5. Project staff and 1-4 Youth Advocates Promoting Better Health will contact THUMBS UP! THUMBS DOWN! to research the top 50 grossing movies and their production companies that negatively portray the use of tobacco products during fiscal years 1998, 1999, and 2000. The data collected will be used to present to corporate decision-makers to implement smoke-free entrance policies.			01/02- 06/02	CHWIII, YAPBH	Copy of Search Results+		
6. Project staff and 1-4 Youth Advocates Promoting Better Health will contact Signature Theater movie theater corporate headquarters to research existing smoking policies and procedures for theater employees.			01/02 12/02	PD, CHWIII, YAPBH	Copy of Existing Employee Policy		

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Agency Name: Stanislaus County Health Services Agency

Revision Date: 08/29/01

Project Name: Youth Advocates Promoting Better Health

Report Period:

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7. Project staff and 1-4 Youth Advocates Promoting Better Health will contact the community development department of the City of Modesto and the City of Turlock to research the rules and regulations for posting smoke-free entrance signs at Signature Theater entrances.			07/02- 12/02	PD, YAPBH, YL, YAPBH	Copy of City Policy+, Correspondence with Planning Commission		
8. Project staff and 1-4 Youth Advocates Promoting Better Health will contact theater manager/maintenance crews to assess the required materials and number of signs needed to post at theater entrance ways.			07/02- 12/02	PD, CHWIII, YL, YAPBH	Map of Theaters with possible sign posting strategies		
9. Project staff and 1-4 Youth Advocates Promoting Better Health will research through TECC/TALC/CYAN/BREATH/LLA existing policy and procedures for developing a company policy that designate theater entrances smoke-free. A sample draft policy will be developed that can be presented to key corporate personnel		2.0	07/02- 12/02	PD, CHWIII, YL, YAPBH	Copy of Model Smoke-free Policy Policy		
10. Project staff, the LLA, Adult Coalition Members, and 4-10 Youth Advocates Promoting Better Health from will present model smoke-free entrance policy to corporate decision makers and request that they adopt a smoke-free entrance policy for their moviegoers. Project staff will discuss what activities and resources that could be committed should a policy be implemented (signs, media, magnet event).			01/03- 06/03	PD, CHWIII, YL, LLA staff, Adult Coalition Members, YAPBH	Meeting Minutes, Meeting Agenda, Photographs from Presentation, Presentation Packet, Copy of Model Policy		
11. Attend follow-up meetings until policy is adopted.		1.0	01/03- 06/04	PD, CHWIII, YL, LLA staff, Adult Coalition Members, YAPBH	Meeting Minutes, Meeting Agenda, Copy of Policy		
12. Project staff and 1-4 Youth Advocates Promoting Better Health will participate in designing and developing a smoke-free entrance	©	1.5	01/03- 06/04	PD, CHWIII, YL, YAPBH	Copy of Sign Design		

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Revision Date: 08/29/01

Project Name: Youth Advocates Promoting Better Health

Report Period:

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sign to be placed at strategic locations at theater entrances. Approximately 2-5 signs per theater will be posted.							
14. Project staff and 1-4 Youth Advocates Promoting Better Health will contact theater manager/maintenance crews to install signs at theater entrance ways.			01/03-06/04	PD, CHWIII, YL, YAPBH	Photograph of Sign Posted at Theater Entranceway		
D. Training Activities							
1. 4-12 Youth Advocates Promoting Better Health will provide a 30-60 minute Theater Manager Education Training that would include some of the following topics: SHS health issues, statewide communities that have existing theater smoke-free entrance policies, the strategies and tactics employed by the tobacco industry to deceive the general public, and how the motion picture industry portrays the use of tobacco products in their films.		4.0	01/03-06/04	PD, CHWIII, YL, YAPBH	Training Agenda, Copy of Sample Policies, SHS Fact Sheet, Movie Clips		
E. Community Education Activities							
1. Project staff and 4-15 Youth Advocates Promoting Better Health will conduct one (1) smoke-free theater entrance magnet event after the adoption of new smoke-free entrance policy in 2002-2003 for approximately 200-600 attendees at either Signature Theaters in Modesto or Turlock.			01/03-06/04	PD, CHWIII, YL, Adult Coalition Members, YAPBH	Photographs of event, PSAs, Newspaper Articles, Incentive Items		
a. Project Staff and 1-4 Youth Advocates Promoting Better Health and theater personnel will form a planning committee to develop a strategic plan to conduct a magnet event.			01/03-06/04	PD, CHWIII, YL, YAPBH, Theater Personnel	Sign In Sheets+, Meeting Agenda, Event Schedule		
b. Plan a 2-4 hour magnet event at one of the theaters to promote the new smoke-free entrance policy and increase awareness about dangers of secondhand smoke and raise the community's awareness about the portrayal of tobacco products in movies.			01/03-06/04	PD, CHWIII, YL, YAPBH, Theater Personnel	Meeting Agenda, Sign In Sheet+		

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Agency Name: Stanislaus County Health Services Agency

Revision Date: 08/29/01

Project Name: Youth Advocates Promoting Better Health

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c. The committee will target a date, time, and theme for the event. Some possible themes include but are not limited to: Teen Oscar Night, Tobacco Free New Years Celebration, Halloween themed event, World No Tobacco Day, Lose the Chew Week, and Great American Smokeout.			01/03-06/04	PD, CHWIII, YL, YAPBH, Theater Personnel	Event Schedule		
d. Distribute 100-200 promotional items such as: movie passes, water bottles, gift certificates, t-shirts, key chains.	©		01/03-06/04	PD, CHWIII, YAPBH	Copy of Promotional Items		
e. Planning committee members will request that the theater provide a concessions coupon redeemable for soda/popcorn/candy for all youth 12-17 who bring clothing, canned goods, or any item that could be donated to a local charity. Local charities include but are not limited to: Hutton House Teen Runaway Shelter, Salvation Army, Homeless Gospel Mission, Sunshine Place, and food bank.			01/03-06/04	PD, CHWIII, YL, YAPBH, Theater Personnel	Copy of Coupon, Photographs of donated items, Letter to Designated Charity		
f. Planning committee will request that the theater provide a grand prize to be given to one 12-17 year old participant. Some examples of possible grand prize include: free 1-year family movie pass, two movie passes per month, t-shirts, and movie memorabilia/posters.			01/03-06/04	PD, CHWIII, Theater Personnel	Copy or Photograph of Grand Prize, Log of Sign In for Grand Prize		
g. Invite the O2 Van and Tobacco Free Challenge Race Team to participate in education, outreach, and incentive distribution.			01/03-06/04	CHWIII	Copy of Correspondence requesting participation		
h. Publicize event by purchasing four post card sized newspaper ads to promote event. Project Director will contact the Gold Country Tobacco Prevention Coalition and 1-4 Ethnic Networks to seek funding (mini-grant/sponsorship/rapid funds request) to develop 1-4 additional ads that target specific populations. Send PSA's and media releases to approximately 10 local newspapers (and free	©	3.5	01/03-06/04	PD, CHWIII, YL, YAPBH	Copy of Mini-Grant Sponsorship Application, Copy of Newspaper Ad, Copy of PSA		

* Indicates a change.

+ On file in office.

02/01

**Exhibit A
Tobacco Control Section
Scope of Work**

Grant Number: 01-15902

Grant Term: 09/01/01 - 06/30/04

Agency Name: Stanislaus County Health Services Agency

Revision Date: 08/29/01

Project Name: Youth Advocates Promoting Better Health

Report Period:

Objectives/Activities/Evaluation	©	%	Start/ End Date	Who Is Responsible	Tracking Measures	For Progress Report Use Only	
						Document Number/ Letter	Actual Date(s) Completed
newspapers), 8 radio stations, and 4 local television stations							
i. Conduct 2-4 hour magnet event, and invite local key opinion leaders to kick off the event to promote new smoke-free entrance policy.		5.0	01/03-06/04	PD, YL	Copy of Invitation		
I. Media Activities							
1. Project staff and 1-4 Youth Advocates Promoting Better Health will research through CDC Resource Center, TECC, CYAN, and CAP to find existing movie slides with a youth driven message that can be placed at 1-5 theaters who have adopted a smoke-free entrance policy.		3.0	01/03-06/04	PD, CHWIII, YAPBH	Activity Log		
2. Project staff and 1-4 Youth Advocates Promoting Better Health will research the cost of placing 3 anti-tobacco slide in 1-2 designated theaters. Ads will be placed in targeted theaters.	©	3.0	01/03-06/04	PD, CHWIII, YL, YAPBH	Copy of Slides, Invoice from Slides		
3. Project Staff and 1-4 YAPBH will request that the theater manager match paid advertisements with an in-kind donation that would allow the slides to run an additional 5 months annually.			01/03-06/04	PD, CHWIII, YL, YAPBH	Copy of Contract to Provide In-Kind Match with Paid Slide		
4. Project staff and 1-2 YAPBH will contact the Gold Country Tobacco Prevention Coalition and 1-4 Ethnic Networks to seek funding (mini-grant/sponsorship/rapid funds request) to develop additional slides that target specific populations. Place ethnic specific ads in targeted theaters.	©	3.0	01/03-6/04	PD, CHWIII, YAPBH	Copy of Mini-Grant/Sponsorship Application, Award Letter, Copy of Slides		
K. Evaluation- Signature Theaters in Modesto and Turlock will adopt and implement policies to prohibit smoking within 25-50 feet of entranceways.			09/01-06/04	EV, PD, CHWIII	Activity Log, Observational Study, Survey Report, Activity Report, Copy of Model Policy,		
1. The general evaluation design is a non-experimental case study.							

* Indicates a change.

+ On file in office.

02/01

Exhibit A
Tobacco Control Section
Scope of Work

Grant Number: 01-15902

Grant Term: 09/01/01 - 06/30/04

Agency Name: Stanislaus County Health Services Agency

Revision Date: 08/29/01

Project Name: Youth Advocates Promoting Better Health

Report Period:

Objectives/Activities/Evaluation	©	%	Start/ End Date	Who Is Responsible	Tracking Measures	For Progress Report Use Only	
						Document Number/ Letter	Actual Date(s) Completed
<p>2. The Intervention group for the case studies will include interviews with Signature Theater personnel, project staff and Youth Advocates.</p> <p>3. The project evaluator will assist in the design of the case study measurement tool.</p> <p>4. The case study will be conducted utilizing data collection instruments The process evaluation will employ a host of qualitative data collection strategies as a means for capturing data related to the smoke-free theater entrance policy adoption process, including: a) Activity Logs, and b) Interviews. The Activity Logs will be used as the primary means for documenting the strategies that are employed in the adoption process. These logs will be compiled and maintained by the Health Education Staff. Finally, the Program Evaluation Team will conduct interviews with key youth and theater personnel to solicit their insight/views regarding the adoption of the smoke-free entrance policy and the role of the youth advocates in the adoption process.</p> <p>5. Data will be collected at youth coalition meetings, Signature Theater meetings, planning committee meetings, and recorded on tape cassette recorder.</p> <p>6. Evaluation for this objective will be a case study. Following the activities associated with the adoption of the smoke-free entrance policy, a case study will be conducted in order to organize the data into major themes/categories for the purpose of forming a</p>					Copy of Policy, Copy of Slides, Copy of PSA's		

* Indicates a change.
+ On file in office.

**Exhibit A
Tobacco Control Section
Scope of Work**

Grant Number: 01-15902

Grant Term: 09/01/01 - 06/30/04

Agency Name: Stanislaus County Health Services Agency

Revision Date: 08/29/01

Project Name: Youth Advocates Promoting Better Health

Report Period:

Objectives/Activities/Evaluation	©	%	Start/ End Date	Who Is Responsible	Tracking Measures	For Progress Report Use Only	
						Document Number/ Letter	Actual Date(s) Completed
conceptual lens for understanding the strategies that promoted the adoption smoke-free theater entrance policy, as well as the factors that impeded the process.							
7. The results for this case study will be sent to TCS, posted on PARTNERS, and shared with other Prop. 99 funded projects.		5.0					
8. The project evaluation team will participate in State Administered evaluation activities.							
Total Deliverable		100%					

* Indicates a change.
+ On file in office.

STATE OF CALIFORNIA
DEPARTMENT OF HEALTH SERVICES

ADDITIONAL PROVISIONS

(FOR STATE FUNDED 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 and public entities (including the Universities of California and California State University and auxiliary organizations/foundations thereof) and state and federal agencies, whether acting as a contractor and/or subcontractor, may use their existing procurement systems to secure all 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, *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.**

- consumed in performance of this contract shall be considered state equipment and 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 not be under 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 may 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 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:

- (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.

- 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 subcontractors 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 12900 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 matter 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, Part 84, Sections 84.21 and 84.22.

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 a 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 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 the 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

- 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 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 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.

24. CONTRACTOR NAME CHANGE

Contractor shall provide a 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 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.

	Budget
Grantee Name: Stanislaus County Health Services Agency	Exhibit BY1 Page 1 of 2
Grant Number: 01-15902	
Term: 09/01/01 – 06/30/04	
	YEAR 1
	09/01/2001
	THROUGH
	06/30/2002
A. PERSONNEL COSTS	\$39,099
B. FRINGE BENEFITS @ approximately 28-32% of Total Personnel Cost	\$12,511
C. OPERATING EXPENSES	\$13,900
D. EQUIPMENT EXPENSES	\$0
E. TRAVEL/PER DIEM and TRAINING (at State DPA rates)	\$8,200
F. SUBCONTRACTORS	
1. Mini Grants	\$0
2. Subcontractors	\$0
3. Consultants	
a. Evaluation Consultant	\$3,000
b. Youth Liaison	\$0
TOTAL SUBCONTRACTS	\$3,000
G. OTHER COST	
1. Educational Materials	\$200
2. Promotional Items	\$901
3. Incentives	\$0
4. Media/Public Relations/Advertising	\$1,500
5. Sponsorship	\$0
5. Additional Expenses	\$0
TOTAL OTHER COST	\$2,601
H. INDIRECT EXPENSES @ 15-20% of Total Personnel Expenses	\$10,322
TOTAL EXPENSES	\$89,633

Stanislaus County Health Services Agency
Grant No. 01-15902
Term: 9/1/01-6/30/04

Exhibit BY1
September 1, 2001-June 30, 2002
\$3,000

Evaluation Consultant

Consultant will create and perform evaluation activities, attend TCS trainings as feasible, prepare case study evaluation reports.

Grantee Name: Stanislaus County Health Services Agency

Grant Number: 01-15902

Term: 09/01/01 – 06/30/04

YEAR 2

07/01//2002

THROUGH

06/30/2003

A. PERSONNEL COSTS	\$48,984
B. FRINGE BENEFITS @ approximately 28-32% of Total Personnel Cost	\$15,675
C. OPERATING EXPENSES	\$5,350
D. EQUIPMENT EXPENSES	\$0
E. TRAVEL/PER DIEM and TRAINING (at State DPA rates)	\$5,400
F. SUBCONTRACTORS	
1. Mini Grants	\$0
2. Subcontractors	\$0
3. Consultants	
a. Evaluation Consultant	\$3,000
b. Youth Liaison	\$2,500
TOTAL SUBCONTRACTS	\$5,500
G. OTHER COST	
1. Educational Materials	\$200
2. Promotional Items	\$0
3. Incentives	\$1,100
4. Media/Public Relations/Advertising	\$9,250
5. Sponsorship	\$0
6. Additional Expenses	\$0
TOTAL OTHER COST	\$10,550
H. INDIRECT EXPENSES @ 15-20% of Total Personnel Expenses	\$12,932
TOTAL EXPENSES	\$104,391

Stanislaus County Health Services Agency
Grant No. 01-15902
Term: 9/1/01-6/30/04

Exhibit BY2
July 1, 2002-June 30, 2003
\$3,000

Evaluation Consultant

Consultant will create and perform evaluation activities, attend TCS trainings as feasible, prepare case study evaluation reports.

Stanislaus County Health Services Agency
Grant No. 01-15902
Term: 9/1/01-6/30/04

Exhibit BY2
July 1, 2002-June 30, 2003
\$2,500

Youth Liaison

Provide assistance and act as peer liaisons between project staff and recruited youth. Will assist in developing flyers, co-facilitating meetings, attend public hearings, and act as liaison between statewide youth projects and local coalition members.

	Budget
Grantee Name: Stanislaus County Health Services Agency	Exhibit BY3 Page 1 of 3
Grant Number: 01-15902	
Term: 09/01/01 – 06/30/04	
	YEAR 3
	07/01//2003
	THROUGH
	06/30/2004
A. PERSONNEL COSTS	\$50,174
B. FRINGE BENEFITS @ approximately 28-32% of Total Personnel Cost	\$16,056
C. OPERATING EXPENSES	\$5,100
D. EQUIPMENT EXPENSES	\$0
E. TRAVEL/PER DIEM and TRAINING (at State DPA rates)	\$4,850
F. SUBCONTRACTORS	
1. Mini Grants	\$0
2. Subcontractors	\$0
3. Consultants	
a. Evaluation Consultant	\$3,000
b. Youth Liaison	\$2,500
TOTAL SUBCONTRACTS	\$5,500
G. OTHER COST	
1. Educational Materials	\$200
2. Promotional Items	\$0
3. Incentives	\$1,100
4. Media/Public Relations/Advertising	\$9,250
5. Sponsorship	\$0
6. Additional Expenses	\$500
TOTAL OTHER COST	\$11,050
H. INDIRECT EXPENSES @ 15-20% of Total Personnel Expenses	\$13,246
TOTAL EXPENSES	\$105,976

Stanislaus County Health Services Agency
Grant No. 01-15902
Term: 9/1/01-6/30/04

Exhibit BY3
July 1, 2003-June 30, 2004
\$3,000

Evaluation Consultant

Consultant will create and perform evaluation activities, attend TCS trainings as feasible, prepare case study evaluation reports.

Stanislaus County Health Services Agency
Grant No. 01-15902
Term: 9/1/01-6/30/04

Exhibit BY3
July 1, 2003-June 30, 2004
\$2,500

Youth Liaison

Provide assistance and act as peer liaisons between project staff and recruited youth. Will assist in developing flyers, co-facilitating meetings, attend public hearings, and act as liaison between statewide youth projects and local coalition members.

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 156 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.

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: _____

