

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

DEPT: Health Services Agency *mat*

BOARD AGENDA # *B-9

Urgent Routine

AGENDA DATE October 21, 2008

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval of Contract SC38383-06-01 for Professional Services Between California State University, Fresno Foundation and County of Stanislaus Health Services Agency for the Central California Regional Obesity Prevention Program

STAFF RECOMMENDATIONS:

1. Approve the contract SC38383-06-01 with the California State University, Fresno Foundation, for the Central California Regional Obesity Prevention Program effective August 1, 2008 through December 31, 2008.
2. Authorize the Chairman of the Board of Supervisors to sign the contract.
3. Direct the Auditor Controller to increase appropriations and expenditures by \$18,500 as detailed in the Budget Journal form.

(Continued on Page 2)

FISCAL IMPACT:

The term of this contract is from August 1, 2008 to December 31, 2008 for the maximum amount of \$18,500, with the option to extend the period at the Foundation's option by notice in writing and execution of a written Addendum hereto. This is new grant funding which has not been included in the Public Health 2008-2009 Budget. As part of the Obesity Initiative, Public Health Departments within the Central Valley

(Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2008-718

On motion of Supervisor Grover, Seconded by Supervisor Monteith
and approved by the following vote,

Ayes: Supervisors: O'Brien, Grover, Monteith, and Vice-Chairman DeMartini

Noes: Supervisors: None

Excused or Absent: Supervisors: Mayfield

Abstaining: Supervisor: None

1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:

ATTEST: Elizabeth A. King
ELIZABETH A. KING, Assistant Clerk

File No.

Approval of Contract SC38383-06-01 for Professional Services Between California State University, Fresno Foundation and County of Stanislaus Health Services Agency for the Central California Regional Obesity Prevention Program

Page 2

STAFF RECOMMENDATIONS (Continued):

4. Authorize the Health Services Agency Managing Director, or her designee, to sign future contracts for continuation of this project until 2010.

FISCAL IMPACT (Continued):

have been awarded \$86,000 annually for Fiscal Years 2008-2009 and 2009-2010. The effective date for implementation of the annual contract is December 2008. Until December 2008, Stanislaus County will receive "bridge funding" in the amount of \$18,500 to begin meeting and planning efforts with the other Central Valley Public Health Departments. Effective December 2008, Stanislaus County will enter into an annual contract through 2010. Funding will be added to the Agency Public Health Budget yearly as contracts are implemented. There is no additional cost to the County General Fund.

DISCUSSION:

On November 1, 2005 the California State University, Fresno Foundation entered into an agreement with The California Endowment to coordinate the Central California Regional Obesity Prevention Project (CCROPP). This plan is centered on collaboration between partners within each county and across counties. To facilitate coordination between partners, regional CCROPP efforts are administered out of a central office in Fresno. The Regional Program Coordinator serves as the hub for linking partners. Having a lead partner who is neither a Public Health Department (PHD) nor a Community Based Organization has been determined to be a good system in ensuring impartiality and supporting linkages between both arms of the local partnership.

Since 2005 there were six (6) original counties who were engaged in the collaboration to address obesity in the valley: Kings, Kern, Madera, Fresno, Merced, and Tulare.

In 2008, discussions ensued to expand the partnership collaboration efforts to Stanislaus and San Joaquin Counties, as obesity is a major concern for the entire Central Valley. This expansion ensures organization support from the regional level, and will provide the needed evidence to catalyze policy and environmental change in an effort to address obesity and its contribution to increased chronic disease within the Central Valley region. The actual fiscal year for the project starts in November. Because The California Endowment and the CCROPP partners desired the immediate involvement of Stanislaus and San Joaquin, the "bridge" funding of \$18,500 has been allocated to the two counties to support staff, travel and ensure engagement from August 1, 2008 until December 31, 2008 in the planning phase of the project.

Approval of Contract SC38383-06-01 for Professional Services Between California State University, Fresno Foundation and County of Stanislaus Health Services Agency for the Central California Regional Obesity Prevention Program

Page 3

As a Subcontractor to the project, the Health Services Agency will direct efforts defined by this Agreement toward the accomplishment of the goals established for the Foundation under contract to The California Endowment. These goals are:

- Establish and sustain a regional structure and governance for the Central California Regional Public Health Partnership. (CCPHP).
- Establish functional partnerships between public health departments and broad based community coalitions in Fresno, Kern, Tulare, Madera, Merced, Stanislaus, San Joaquin and Tulare counties to improve community health.
- Improve social and physical environments for healthy nutrition and physical activity through policy advocacy and system change.

To achieve these outcomes, the Health Services Agency will substantially contribute to:

- Development of a model of regional infrastructure and governance to support the collaborative work of local public health departments to improve health in the region.
- Development of models of capacity-building in local public health departments for collaborative efforts to improve social and physical environments for healthier communities.
- Collaborative planning by public health departments and their community partners toward the environments for healthy eating and physical activity.
- Demonstrated changes in social and physical environments in the Central California region that support healthier nutrition and physical activity.

Project funding will allow the Assistant Director to act as Project Coordinator for the Public Health Department, to provide oversight and supervision to the planning and implementation of the local project and serve as liaison to the regional collaboration efforts. Other staffs involved in the project are funded through other funding streams. The Health Educator serves as the liaison to the community partners and represents the local efforts to the regional collaboration. The Associate Director represents the Department as part of the Central Valley Partnership, or public health officials who represent the Central Valley Public Health Departments and serve as policy and decision makers to California State University, Fresno Foundation for CCROPP. Operational funding from this grant will support travel expenses for all staff to participate in regional meetings.

The focus of this new project is prevention and one of the goals is to enhance the capacity within other Public Health Department staff to work with communities and respond to obesity and other chronic diseases. The nucleus of this new program will reside within the Chronic Disease Prevention and Health Promotion Services of the Health Services Agency.

Approval of Contract SC38383-06-01 for Professional Services Between California State University, Fresno Foundation and County of Stanislaus Health Services Agency for the Central California Regional Obesity Prevention Program

Page 4

POLICY ISSUE:

The Board of Supervisors' approval of the California State University, Fresno Foundation Contract will enable the Health Services Agency to work with regional and local partners to implement a plan to develop interventions aimed at reducing the harmful effects of obesity and chronic disease. This program supports the Board's priorities of *A healthy community* and *Effective partnerships*.

STAFFING IMPACT:

Existing Health Services Agency staff will implement the actions required by this Board action.

**County of Stanislaus: Auditor-Controller
Legal Budget Journal**

Database
Set of Books

FMS11IDB.CO.STANISLAUS.CA.US.PROD
County of Stanislaus

Balance Type		Budget
Category	* List - Text	Budget - Upload
Source	* List - Text	
Currency	* List - Text	USD
Budget Name	List - Text	LEGAL BUDGET
Batch Name	Text	
Journal Name	Text	
Journal Description	Text	
Journal Reference	Text	
Organization	List - Text	Stanislaus Budget Org

Upl	Fund	Org	Acc't	GL Proj	Loc	Misc	Other	Debit	Credit	Period	Line Description
								incr appropriations decr est revenue (format > number > general)	decr appropriations incr est revenue	Upper case MMM-YY List - Text	Text
	4	7	5	7	6	6	5				
Pb	1402	1420300	41320	0000000	000000	000000	00000		18500	SEP-08	CROPP Priv. Fndtn G
Pb	1402	1420300	50000	0000000	000000	000000	00000	10900		SEP-08	SALARIES
Pb	1402	1420300	52010	0000000	000000	000000	00000	4033		SEP-08	BENEFITS
Pb	1402	1420300	67040	0000000	000000	000000	00000	3567		SEP-08	TRAVEL
Totals:								18500	18500		

Explanation:

New grant from the CA Endowment for The Central California Regional Ob

Requesting Department		CEO	Data Entry		Auditors Office Only	
			Keyed by		Prepared By	
Signature		Signature	Date		Approved By	
09/30/08		10/17/08			10-07-08	
Date		Date	Date		Date	

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
California State University, Fresno Foundation
and
County of Stanislaus**

Subcontract Agreement Number: SC38383-06-01

Primary Award Number: 20052015

Primary Agency: The California Endowment

Whereas the California State University, Fresno Foundation , hereinafter referred to as "**Foundation**" received a three (3) year grant from The California Endowment for The Central California Regional Obesity Prevention Program.

Whereas County of Stanislaus, hereinafter referred to as "**Subcontractor**" has agreed to participate in this effort;

Therefore, the **Foundation** and the **Subcontractor**, collectively "**The Parties**", agree as follows:

**ARTICLE I
SCOPE OF SERVICES**

- A. The **Subcontractor** (County of Stanislaus Health Services Agency) agrees to provide professional and/or technical services, to the **Foundation** (California State University, Fresno Foundation), in accordance with the details of this Agreement identified as Attachment A – Scope of Work, attached hereto and by this reference incorporated herein.
- B. The **Subcontractor** shall perform the specified Work and shall furnish all labor, materials, supplies, equipment, supervision, and services for and incident to the performance of the Work.
- C. The Services covered by this Agreement shall be performed in accordance with the provisions herein, including all Attachments.
- D. With respect to the required Services, the **Subcontractor** agrees to be bound to the **Foundation** except as expressly provided herein.
- E. In consideration of services rendered, the **Foundation** agrees to pay the **Subcontractor** in accordance with the provisions of Article IV herein.

**ARTICLE II
GENERAL PROVISIONS**

- A. This Agreement, including Attachments, shall form the entire agreement and understanding between the **Foundation** and the **Subcontractor**. No verbal or written statements prior to or after the date of this Agreement, other than a written Addendum approved by the parties and signed by the parties hereto, shall be construed as modifying this Agreement in any way.
- B. The governing law of this Agreement shall be the law of the State of California.
- C. The **Subcontractor** is an independent contractor and will maintain complete control of and responsibility for its employees, agents, methods, and operation. The **Subcontractor** is responsible for compliance with all federal, state, and other tax, labor, safety, health, non-discrimination, and other applicable laws and regulations.
- D. Execution of this Agreement by the **Foundation** will be authorization for the **Subcontractor** to proceed with the Work and Services specified herein.
- E. The **Subcontractor** represents that a review of its existing clients and work has concluded that there exist no known conflict between such clients and work and the Scope of Work to be provided to the **Subcontractor**. The **Subcontractor** agrees to inform the **Foundation**, in writing, of any discovered conflicts or potential conflicts, which may arise in the course of the Agreement.
- F. Both parties agree that the administration of this Agreement shall be subject in all respects to the Bylaws, policies and procedures of the California State University, Fresno Foundation.
- G. Programmatic communications to the California State University, Fresno Foundation should be directed to:

Donna DeRoo, Assistant Director
Central California Center for Health and Human Services
California State University, Fresno
1625 E Shaw Ave, Suite 146
Fresno, CA 93710

(559) 228-2160
(559) 228-2168 FAX

dderoo@csufresno.edu

Fiscal Communications to the California State University, Fresno Foundation should be directed to:

Linda Christian, Grant Accounting Supervisor
4910 N. Chestnut
Fresno, CA 93726

(559) 278-0852.
(559) 278-0992 FAX

lindacar@csufresno.edu

Programatic and Fiscal communications to **Subcontractor** should be directed to:

Name, Jackie Camp, Accountant II, PH Finance
County : Stanislaus County

Department: Health Services Agency
Address: 830 Scenic Drive
City, CA Zip 95353

Phone (209) 558-8800
FAX (209) 558-

[email: jcamp@schsa.org](mailto:jcamp@schsa.org)

ARTICLE III TIME, SCHEDULES, AND DELAYS

- A. Time is of the essence in this Agreement.
- B. The period of this Contract shall be from **August 1, 2008**, through **December 31, 2008**. The period may be extended, at the **Foundation's** option, by notice in writing to the **Subcontractor** and execution of a written Addendum hereto.
- C. After commencement of Work, the **Subcontractor** shall notify the **Foundation** immediately by FAX, and confirm in writing within ten (10) business days, of any event or condition impairing its ability to meet the schedule, together with proposed revisions to the schedule. Delays caused by matters beyond the **Subcontractor's** control shall be excusable, but shall not be compensable beyond the contract amount.

**ARTICLE IV
CHARGES, INVOICING, AND PAYMENT**

- A. The total to be paid by the **Foundation** to the **Subcontractor** shall not exceed **\$18,500** for the period indicated above for reimbursement of all costs incurred. The **Subcontractor** will submit, in arrears, an itemized invoice along with supporting documentation, to the **Foundation** on a monthly basis for services rendered in accordance with specified line items identified as Attachment B - Itemized Budgets, attached hereto and by this reference incorporated herein, and shall not exceed the annual limits in billing as detailed in Exhibit B. "Annual" in this case shall refer to **April 1, 2008 – December 31, 2008**. The final invoice shall be received no later than **December 31, 2008**. Invoices shall reference the subcontract agreement number and include the following certification signed by the designated fiscal contact:

"I hereby certify that this claim for reimbursement of expenditures is true and correct to the best of my knowledge; that all expenditures claimed have been made in accordance with the terms and for the purpose set forth in our contract; and that these expenditures in the amount of \$ _____ have not been reimbursed from any other source."

- B. Provided that **Subcontractor** is not then in breach of this Agreement, within twenty (20) business days following receipt of invoice, the **Foundation** will pay the **Subcontractor** for the approved invoice amount. Payment of any invoice by **Foundation** shall not imply inspection, approval, or acceptance of Work by the Foundation.
- C. Acceptance by the **Subcontractor** of final payment under this Agreement shall constitute a release to the **Foundation** for all claims and liability to the **Subcontractor** for any additional compensation or payment relating to any and all things done or furnished in connection with this Agreement. However, final payment shall in no way relieve the Subcontractor of liability for its obligations, or for faulty or defective work, discovered after final payment.

**ARTICLE V
INDEPENDENT CONTRACTOR STATUS**

- A. This Agreement is by and between two (2) independent contractors and is not intended to and shall not be construed to create the relationship of employer, employee, partnership, agent, servant, or joint venture with the subcontractor or any persons employed by the **Subcontractor** including subcontractors or employees thereof. The **Subcontractor** shall control the manner and means of accomplishing the performance of the Agreement.

Subcontractor shall be solely responsible for any and all compensation of individuals providing services pursuant to this Agreement, including but not limited to, Federal and State withholding taxes, Workers Compensation, and other fringe benefits required by law or contract.

**ARTICLE VI
INSURANCE AND INDEMNIFICATION**

- A. The **Subcontractor** shall maintain throughout the period of this Agreement the following:
1. Worker's Compensation and Employer's Liability insurance, as required by law;
 2. Comprehensive General, Bodily injury, and property damage insurance, with \$1,000,000 combined single limits; and
 3. Comprehensive automobile liability for owned and rented/leased vehicles, including bodily injury and property damage coverage, with \$1,000,000 combined single limits.
- B. Unless otherwise expressly set forth in this Agreement, each party shall indemnify, defend, and save harmless the other, and their various directors, officers, agents, employees, boards, commissions, and departments, from any and all loss, damages, suits, claims (including actions by administrative agencies), penalties, costs, liabilities and expenses (including, but not limited to, a reasonable investigation, legal and paralegal expenses), that may arise out of this Agreement or the PARTIES ' respective performance hereunder provided that any such loss, damages, suits, claims, penalties, costs, liabilities and/or expenses does not arise out of the intentional or negligent acts or omissions of the indemnitee or its various directors, officers, agents, employees, boards, commissions, and departments.

In the event any claim, action or proceeding is made or brought against a party hereto with respect to which indemnity is required thereunder, the indemnitee shall promptly notify the indemnitor and the indemnitor shall assume the investigation and defense thereof, including the employment of counsel and payment of all expenses. Indemnitee shall have the right to employ separate counsel and to participate in the defense of any action or proceeding against indemnitee, but the indemnitor shall not be required to pay the fees or expenses of such separate counsel.

The obligations incurred in this section shall survive termination of this Agreement and are conditioned upon the indemnitor's prompt receipt of notice of any claim in the manner provided herein, opportunity to defend the claim solely with counsel of its choice, and cooperation by the indemnitee.

- C. The following shall be named as additional insureds under the general liability and automobile liability policies:
- "State of California, the Trustees of the California State University, California State University, Fresno, the California State University, Fresno Foundation, California State University, Fresno Association, Inc., and all of the said entities' officers, directors, employees, agents, representatives, and assigns."
- D. The certificate of insurance shall be issued and mailed to the **Foundation** within seven (7) days of execution of this subcontract.

**ARTICLE VII
MODIFICATIONS**

- A. The terms of this Agreement and its attachments may be modified or amended only by a written instrument signed by both parties hereto.

**ARTICLE VIII
COMPLIANCE WITH LAW**

- A. The **Subcontractor** shall carry out the responsibilities of this Agreement in accordance with applicable Federal, State, and local laws.
- B. The **Subcontractor** (or individual named as such in subcontract) agrees to comply with all terms and conditions of The California Endowment Agreement that is in effect from **November 1, 2005** through **December 31, 2008** and agrees that this Subcontract is subject to all conditions contained in the said Agreement, which are incorporated herein by this reference.

**ARTICLE IX
INSPECTION AND AUDIT**

- A. The **Subcontractor** shall maintain records supporting payments made under this Agreement in accordance with applicable laws, rules and regulations. The **Subcontractor's** performance and records pertaining to this Agreement are subject to monitoring, inspection, review, and audit by authorized representatives of the **Foundation**, at the **Subcontractor's** place of business, upon reasonable notice, during the **Subcontractor's** normal business hours. These records shall be retained for a period of three (3) years from the date of final payment from the **Foundations's** funds through this Agreement, or beyond that date, if any audit findings remain unresolved.

**ARTICLE X
STANDARD OF CARE**

- A. The **Subcontractor** represents that it is qualified to undertake the **Scope of Work** (Attachment A) and that the **Scope of Work** (Attachment A) will be performed in a manner consistent with that level of skill and care ordinarily exercised by other qualified professional consultants under similar circumstances.

**ARTICLE XI
SUSPENSION OF WORK**

- A. The **Subcontractor** will, upon written notice from the **Foundation**, suspend, delay, or interrupt all or part of the Work, as requested by the **Foundation**. In such event, the **Subcontractor** will resume Work upon written notice from the **Foundation**, provided the **Subcontractor's** staff is still available. An appropriate extension of time will be mutually agreed upon and added to the **Subcontractor's** time of performance if Work is resumed.

**ARTICLE XII
DISPUTES**

- A. The parties may pursue their respective remedies at law or equity for any claim, controversy, or dispute relating to this Agreement.

**ARTICLE XIII
NON-ASSIGNMENT**

- A. The **Subcontractor** shall not assign, transfer, or further subcontract this Agreement, in whole or in part, without prior written approval by the **Foundation**. Notwithstanding the foregoing, **Foundation**, at its sole discretion, may assign this Agreement at any time and without the consent or approval of the **Subcontractor**.

**ARTICLE XIV
SEVERABILITY AND SURVIVAL**

- A. If any of the provisions herein are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not effect any other provision, and this Agreement will be construed as valid, legal, and enforceable in all other respects.

**ARTICLE XV
TERMINATION**

- A. This Agreement may be terminated for cause or convenience by Foundation or Subcontractor or Subcontractor's Department of Community Health Director, or designee, upon the giving of thirty (30) days advance written notice of an intention to terminate.
- B. After termination, and subject to the limitation of Section IV(A) hereof, the **Subcontractor** will be reimbursed for Services rendered and necessary expenses incurred to the termination date upon submission to the **Foundation** of an invoice.

**ARTICLE XVI
SCOPE OF WORK**

- A. **Subcontractor** agrees to contribute to the overall goals and objectives of the grant by providing services and activities specified in Scope of Work (Attachment A).

**ARTICLE XVII
ENTIRE DOCUMENT**

A. This Agreement, including all attachments, represents the entire agreement between the parties, supersedes all prior agreements and understandings, and may be changed only by written amendment executed by both parties.

FOUNDATION

California State University, Fresno Foundation
4910 N. Chestnut
Fresno, CA 93726
(559) 278-0850
(559) 278-0992 FAX

SUBCONTRACTOR

County of Stanislaus, Health Services Agency
Address 830 Scenic Drive
City, State Zip; Modesto, CA 95353
Phone: (209) 558-6010
FAX (209) 558-8008

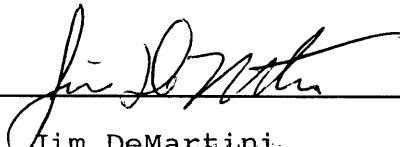
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, as follows:

Approved for the California State University,
Fresno Foundation

by _____
Thomas McClanahan
Associate Vice President, CSUF-ORSP

Date _____

Approved for County of Stanislaus

by  _____
Jim DeMartini
Vice-Chairman, Board of Supervisors

OCT 21 2008


Date _____

and

by _____
Keith Kompsi
Director, Foundation Financial Services

Date _____

APPROVED AS TO FORM
STANISLAUS COUNTY COUNSEL

BY  _____

ATTACHMENT A

Scope of Work

Subcontractor will direct all efforts defined by this Agreement toward the accomplishment of the goals established for the **Foundation** under contract to The California Endowment. These goals are:

- Establish and sustain a regional structure and governance for the Central California Regional Public Health Partnership. (CCPHP)
- Establish functional partnerships between public health departments and broad based community coalitions in Fresno, Kern, Tulare, Madera, Merced, Stanislaus, Stanislaus and Tulare counties to improve community health.
- Improve social and physical environments for healthy nutrition and physical activity through policy advocacy and system change.

As an outcome of Subcontractor's Work, the Subcontractor will substantially contribute to:

- Development of a model of regional infrastructure and governance to support the collaborative work of local public health departments to improve health in the region.
- Development of models of capacity-building in local public health departments for collaborative efforts to improve social and physical environments for healthier communities.
- Collaborative planning by public health departments and their community partners toward the implementation of local and statewide policy and system change efforts to improve environments for healthy eating and physical activity.
- Demonstrated changes in social and physical environments in the Central California region that support healthier nutrition and physical activity.

DELIVERABLES

Quarterly Reports

Provide reports that document in detail all activities involving:

1. Participation in monthly meetings with county obesity prevention councils and designated community organizations.
2. Participation in quarterly regional obesity prevention council meetings.
3. Participation in weekly coordination conferences with Project Coordinator.
4. Training provided to public health department staff, in coordination with that of community partners, to build skills in areas such as: cross-sector communication, community development, the Spectrum of Prevention, environmental assessment and planning, media literacy, and policy advocacy.
5. Contacts with and use of resources from existing complementary programs including those in public health departments, Healthy Eating, Active Communities (HEAC), California Nutrition Network, community organizations, schools and others.
6. Participation with project external evaluator including:
 - Collaboration in preparation of detailed work plan, and

- Provision or facilitation of data collection and staff liaison in support of local and regional information gathering.

Provide reports that document in detail all activities required by the specification above, but also provide detailed documentation regarding:

1. The public health department's role and efforts in support of implementation of regional and local obesity prevention programs in the county consistent with the work plan submitted during Phase I, that demonstrates coordination with the regional obesity prevention council, the CCPHP project coordinator and the external program evaluator. This component of the quarterly reports must include:
 - Targets for improving environments for nutrition and/or physical activity, and
 - Shared models and lessons, and
 - Participation in statewide advocacy and in the HEAC network.

**ATTACHMENT B
Itemized Budget**

Direct Costs

Year 3	Total
8/01/08 - 12/31/08	

Personnel

Phoebe Leung - Assistant Director
12 hrs/week x 16 weeks @ \$56.77/hr
Benefits @ Approx. 37%

10,900	10,900
\$ 4,031	4,031

Sub-Total

14,931	14,931
---------------	---------------

Non-Personnel

Office Supplies
Photocopies
Telephone
Postage and Shipping

875	875
-	-
-	-
-	-

Sub-Total

875	875
------------	------------

Other

Travel - Mileage/Transportation to Mtgs, Meals
for HSA Staff and West Modesto Staff
@ County Allowance

1,500	1,500
-	-

Sub-Total

1,500	1,500
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Indirect Expense

Indirects @ 8% of Personnel

1,194	1,194
-	-

Sub-Total

1,194	1,194
--------------	--------------

Total

18,500	18,500
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**ATTACHMENT B
Itemized Budget**

Direct Costs

Year 3	Total
8/01/08 - 12/31/08	

Personnel

Phoebe Leung - Assistant Director
12 hrs/week x 16 weeks @ \$56.77/hr
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10,900	10,900
\$ 4,031	4,031

Sub-Total

14,931	14,931
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Non-Personnel

Office Supplies
Photocopies
Telephone
Postage and Shipping

875	875
-	-
-	-
-	-

Sub-Total

875	875
-----	-----

Other

Travel - Mileage/Transportation to Mtgs, Meals
for HSA Staff and West Modesto Staff
@ County Allowance

1,500	1,500
-	-

Sub-Total

1,500	1,500
-------	-------

Indirect Expense

Indirects @ 8% of Personnel

1,194	1,194
-	-

Sub-Total

1,194	1,194
-------	-------

Total

18,500	18,500
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**SUBCONTRACT AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
CALIFORNIA STATE UNIVERSITY, FRESNO FOUNDATION
AND
COUNTY OF STANISLAUS**

Subcontract Agreement Number: SC38383-08-04
Period of Subcontract Agreement: August 1, 2008 through December 31, 2008
Amount of Subcontract Agreement: \$18,500

Primary Award Number: 20052015
Primary Agency: The California Endowment

WHEREAS, the California State University, Fresno Foundation, hereinafter referred to as "**Foundation**", received a 3 - year grant from The California Endowment pursuant to the agreement entitled: "The Central California Regional Obesity Prevention Program" ("Funding Contract"); and

WHEREAS County of Stanislaus, hereinafter referred to as "**Subcontractor**" has agreed to participate in this effort;

NOW THEREFORE, the **Foundation** and the **Subcontractor** agree as follows:

**ARTICLE I
SCOPE OF SERVICES**

- A. The **Subcontractor** agrees to contribute to the overall goals and objectives of the Funding Contract by providing professional and/or technical services to the **Foundation**, in accordance with and pursuant to the details of this Subcontract Agreement ("Agreement"), and specifically Attachment A – Scope of Work, which is attached hereto and incorporated herein by this reference ("Work").
- B. The **Subcontractor** shall perform the specified Work and shall furnish all labor, materials, supplies, equipment, supervision, and services for and incident to the performance of the Work.
- C. The Services covered by this Agreement shall be performed in accordance with the provisions herein, including all Attachments.
- D. With respect to the required Work, the **Subcontractor** agrees to be bound to the **Foundation** except as expressly provided herein.
- E. In consideration of services rendered, the **Foundation** agrees to pay the **Subcontractor** in accordance with and subject to the provisions of Article IV.

ARTICLE II
GENERAL PROVISIONS

- A. This Agreement, including attachments, shall form the entire agreement and understanding between the **Foundation** and the **Subcontractor**. Except as provided in Article VII hereof, no other written or verbal statements, shall be binding upon the parties or construed as modifying this Agreement in any way.
- B. The governing law of this Agreement shall be the law of the State of California, excluding its choice of law provisions. The parties agree that Fresno County is the sole proper venue for the litigation of any and all disputes arising out of or relating to this Agreement.
- C. The **Subcontractor** is an independent contractor and will maintain complete control of and responsibility for its employees, agents, methods, and operations. The **Subcontractor** is responsible for compliance with all federal, state, and other tax, labor, safety, health, non-discrimination, and other applicable laws and regulations.
- D. Execution of this Agreement by the **Foundation** will be authorization for the **Subcontractor** to proceed with the Work and Services specified herein.
- E. The **Subcontractor** represents that a review of its existing clients and work has concluded that there exist no known conflicts between such clients and work and the Work to be performed by the **Subcontractor** pursuant to this Agreement. The **Subcontractor** agrees to inform the **Foundation**, in writing, of any discovered conflicts or potential conflicts, which may arise in the course of the Agreement.
- F. Both parties agree that the administration of this Agreement shall be subject in all respects to the Bylaws, policies and procedures of the **Foundation**.
- G. Programmatic Communications to the **Foundation** shall be directed to:

Donna DeRoo, Assistant Director
Central California Center for Health and Human Services
California State University, Fresno
1625 E Shaw Avenue, Suite 146
Fresno, CA 93710

(559) 228-2160
(559) 228-2168 FAX

dderoo@csufresno.edu

Fiscal Communications to the **Foundation** shall be directed to:

Linda Christian, Grant Accounting Supervisor
California State University, Fresno Foundation
4910 N. Chestnut Avenue, MS OF123
Fresno, CA 93726

(559) 278-0852.
(559) 278-0992 FAX

lindacar@csufresno.edu

Programmatic and Fiscal Communications to **Subcontractor** shall be directed to:

Jackie Camp, Accountant II, PH Finance
Stanislaus County Health Services Agency
830 Scenic Drive
Modesto, CA 95353

(209) 558-8800
(209) 558-7514 FAX

jcamp@schsa.org

ARTICLE III TIME, SCHEDULES, AND DELAYS

- A. Time is of the essence in this Agreement.
- B. The period of this Agreement shall be from **August 1, 2008** through **December 31, 2008**. The period may be extended, at the **Foundation's** option, by notice in writing to the **Subcontractor** and execution of a written amendment hereto.
- C. After commencement of the Work, the **Subcontractor** shall notify the **Foundation** immediately by confirmed fax transmission, and confirm in writing within ten business days, of any event or condition impairing its ability to meet the schedule, together with proposed revisions to the schedule. Delays caused by matters beyond the **Subcontractor's** control shall be excusable, but shall not be compensable beyond the contract amount specified in Article IV(A) below.

ARTICLE IV CHARGES, INVOICING, AND PAYMENT

- A. The total to be paid by the **Foundation** to the **Subcontractor** shall not exceed **\$18,500** for the period indicated above, and shall only be paid out of, and will be subject to availability of funding

provided by the Funding Contract. Notwithstanding anything to the contrary seemingly contained in this Agreement, the **Foundation** shall in no case be liable to make payment out of its own funds to the **Subcontractor** for any portion of the amount referenced above in this Article IV(A) if funding is ceased or otherwise not provided to the **Foundation** through the Funding Contract. The **Subcontractor** will submit, in arrears, an itemized invoice along with supporting documentation, to the **Foundation** on a monthly basis for services rendered in accordance with specified line items in Attachment B, Itemized Budgets. The final invoice shall be received no later than **January 31, 2009**. Invoices shall reference the Subcontract Agreement and Purchase Order Numbers and shall include the following certification signed by the designated fiscal contact:

I hereby certify that this claim for reimbursement of expenditures is true and correct to the best of my knowledge; that all expenditures claimed have been made in accordance with the terms and for the purpose set forth in our contract; and that these expenditures in the amount of \$ _____ have not been and will not be reimbursed from any other source.

- B. Provided that **Subcontractor** is not then in breach of this Agreement, within 20 business days following receipt of invoice, and subject to the provisions of Article IV(A), the **Foundation** will pay the **Subcontractor** for the approved invoice amount. Payment of any invoice by **Foundation** shall not imply inspection, approval, or acceptance of Work by the **Foundation**.
- C. Acceptance by the **Subcontractor** of final payment under this Agreement shall constitute a release to the **Foundation** for all claims and liability to the **Subcontractor** for payment hereunder, and for any additional compensation or payment relating to any and all things done or furnished in connection with this Agreement. However, final payment shall in no way relieve the **Subcontractor** of liability for its obligations, or for faulty or defective work, discovered after final payment.

ARTICLE V INDEPENDENT CONTRACTOR STATUS

- A. This Agreement is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of employer, employee, partnership, agent, servant, or joint venture with the **Subcontractor** or any persons employed by or representing the **Subcontractor** including subcontractors or employees thereof. The **Subcontractor** shall control the manner and means of accomplishing the performance of the Agreement.
- B. **Subcontractor** shall be solely responsible for any and all compensation of individuals providing services pursuant to this Agreement, including but not limited to, federal and state withholding taxes, workers' compensation, and other fringe benefits required by law or contract.

ARTICLE VI INSURANCE AND INDEMNIFICATION

- A. The **Subcontractor** shall maintain throughout the period of this Agreement the following insurance coverages, which shall be written on an "occurrence" basis and provided by insurers that are subject to the approval of the **Foundation**:

1. Worker's Compensation and Employer's Liability insurance, as required by law;
2. Comprehensive General, Bodily injury, and property damage insurance, with \$1,000,000 combined single limits (or aggregate limits twice this amount); and
3. Comprehensive automobile liability for owned and rented/leased vehicles, including bodily injury and property damage coverage, with \$1,000,000 combined single limits (or aggregate limits twice this amount).

If the term of this Agreement exceeds twelve (12) months, then the **Foundation** may in its sole discretion, and upon thirty (30) days' advance written notice to the **Subcontractor**, require that the **Subcontractor**, at **Subcontractor's** sole cost and expense, acquire insurance having: (i) higher coverage limits, and/or (ii) additional types or amounts of coverage. Within fourteen (14) days after such a directive being made by the **Foundation** to the **Subcontractor**, **Subcontractor** shall provide the **Foundation** certificates of insurance evidencing compliance with such directive.

- B. The **Subcontractor** shall hold harmless, defend, and indemnify the **Foundation**; the Trustees of the California State University; the State of California; California State University, Fresno; and all of said entities' employees, agents, representatives, directors, officers, boards, committees and volunteers, from and against all claims, damages, costs, expenses, liabilities and/or losses arising out of, resulting from, or relating to: (1) the failure of the **Subcontractor** to perform its obligations under the Agreement or the performance of its obligations in a willful or negligent manner; (2) the inaccuracy of, or failure to adhere to, any representation or warranty by the **Subcontractor** given in accordance with or contained in the Agreement; and (3) any claim of damages or loss by any supplier or laborer arising out of any alleged act or omission of the **Subcontractor** or anyone directly or indirectly hired or employed by the **Subcontractor**; and (4) all claims, damages and losses arising out of, resulting from, or relating to the negligent acts of omissions or willful misconduct of the **Subcontractor** or anyone directly or indirectly hired or paid by the **Subcontractor**, or anyone for whose acts the **Subcontractor** may be liable. The obligation to indemnify pursuant to this Article shall be effective and shall extend to all such claims and losses in their entirety, even when such claims or losses arise from the comparative negligence of the **Foundation**, its employees, agents, and/or representatives. However, this obligation to indemnify shall not extend to any claims or losses arising out of the sole negligence or willful misconduct of the **Foundation**, its employees, agents, and/or representatives. The indemnification obligations under this Article shall survive any termination or expiration of this Agreement and shall not be limited by any assertion or finding that the person or entity indemnified is liable by reason of a non-delegable duty.
- C. The following shall be named as additional insureds under the general liability and automobile liability policies: "State of California; the Trustees of the California State University; California State University, Fresno; the California State University, Fresno Foundation; California State University, Fresno Association, Inc.; and all of the said entities' employees, agents, representatives, directors, officers, boards, committees and volunteers."
- D. All such insurance required by this Article shall contain a waiver of subrogation as to and in favor of: the State of California; the Trustees of the California State University; California State University, Fresno; the California State University, Fresno Foundation; California State

University, Fresno Association, Inc.; and all of the said entities' employees, agents, representatives, directors, officers, boards, committees and volunteers.

- E. Any deductible shall be the **Subcontractor's** sole liability. For any claims related to or arising out of this Agreement, the **Subcontractor's** insurance coverage shall be primary insurance as to all those defined in Article VI(C) above as additional insureds. Any insurance or self-insurance maintained by said additional insureds shall be in excess of the **Subcontractor's** insurance and shall not count as contributing to it. Certificates of insurance evidencing compliance with this Article VI shall be issued and mailed to the **Foundation** within 7 days of execution by the **Subcontractor** of this Agreement, and shall provide for no cancellation or modification of coverage without thirty (30) days' prior written notice to the **Foundation**.

ARTICLE VII MODIFICATIONS

The terms of this Agreement and its attachments may be modified or amended only by a written instrument signed by both parties hereto.

ARTICLE VIII COMPLIANCE WITH LAW

- A. The **Subcontractor** shall carry out the responsibilities of this Agreement in accordance with applicable Federal, State, and local laws.
- B. The **Subcontractor** agrees to comply with all terms and conditions of the Funding Contract that is in effect from **November 1, 2005** through **December 31, 2008** and agrees that this Agreement is subject to all terms and conditions contained in said Funding Contract, which are incorporated herein by this reference.
- C. The following General Terms and Conditions are hereby incorporated:
- a. OMB Circulars A-21, A-110 and A-133.
<http://www.whitehouse.gov/OMB/circulars/index.html>

ARTICLE IX INSPECTION AND AUDIT

The **Subcontractor** shall maintain records supporting payments made under this Agreement in accordance with applicable laws, rules and regulations. The **Subcontractor's** performance and records pertaining to this Agreement are subject to monitoring, inspection, review, and audit by authorized representatives of the **Foundation**, at the **Subcontractor's** place of business, upon reasonable notice, during the **Subcontractor's** normal business hours. These records shall be retained for a period of three (3) years from the date of final payment received through this Agreement, or beyond that date, if any audit findings remain unresolved.

**ARTICLE X
STANDARD OF CARE**

The **Subcontractor** represents that: (i) it is qualified to undertake the Work (Attachment A), (ii) it possesses the means and resources required in order to perform the Work in compliance with this Agreement, and (iii) the Work will be performed in a manner consistent with that level of skill and care ordinarily exercised by other qualified professional consultants under similar circumstances.

**ARTICLE XI
SUSPENSION OF WORK**

The **Subcontractor** will, upon written notice from the **Foundation**, suspend, delay, or interrupt all or part of the Work, as requested by the **Foundation**. In such event, the **Subcontractor** will resume Work upon written notice from the **Foundation**, provided the **Subcontractor's** staff is still available. An appropriate extension of time will be mutually agreed upon and added to the **Subcontractor's** time of performance if Work is resumed.

**ARTICLE XII
DISPUTES**

The parties may pursue their respective remedies at law or equity for any claim, controversy, or dispute relating to this Agreement.

**ARTICLE XIII
NON-ASSIGNMENT**

The **Subcontractor** shall not assign, transfer, or further subcontract this Agreement, in whole or in part, without prior written approval by the **Foundation**, which approval or denial shall be at the sole discretion of the **Foundation**. Notwithstanding the foregoing, **Foundation**, at its sole discretion, may assign this Agreement at any time and without the consent or approval of the **Subcontractor**.

**ARTICLE XIV
SEVERABILITY AND SURVIVAL**

If any of the provisions herein are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not effect any other provision, and this Agreement will be construed as valid, legal, and enforceable in all other respects.

**ARTICLE XV
TERMINATION**

- A. The **Foundation** retains the right to terminate this Agreement without cause upon thirty (30) days' advance notice to the **Subcontractor**. Each party retains the right to terminate this Agreement for cause upon fifteen (15) days' advance written notice to the other, which notice shall specify the cause.

B. After termination, and subject to the limitations of section IV(A) hereof, the **Subcontractor** will be reimbursed for Services rendered and necessary expenses incurred to the termination date upon submission of an invoice to the **Foundation**.

**ARTICLE XVI
ENTIRE DOCUMENT**

This Agreement represents the entire agreement between the parties and supersedes all prior agreements and understandings.

FOUNDATION

California State University, Fresno Foundation
4910 N. Chestnut Avenue, MS OF123
Fresno, CA 93726-1852

(559) 278-0850
(559) 278-0992 FAX

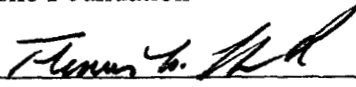
SUBCONTRACTOR

County of Stanislaus, Health Services Agency
830 Scenic Drive
Modesto, CA 95353

(209) 558-6010
(209) 558-8008 FAX

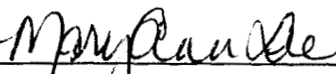
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, as follows:

Approved for the California State University,
Fresno Foundation

by 
Thomas McClanahan
Associate Vice President, CSUF-ORSP

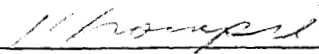
Date 9/14/09

Approved for County of Stanislaus

by 
Mary Ann Lee
Managing Director

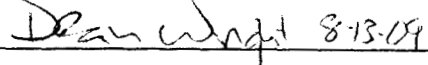
Date 9/13/09

And

by 
Keith Kompsi
Director, Foundation Financial Services

Date 9-10-09

Approved as to form

Stanislaus County Counsel
by  8-13-09

ATTACHMENT A
Scope of Work

See Attached Detailed Work Plan

(Pages 1 – 13)