

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

DEPT: Health Services Agency *ms*

BOARD AGENDA # *B-5

Urgent

Routine

AGENDA DATE September 1, 2009

CEO Concurs with Recommendation YES NO

4/5 Vote Required YES NO

(Information Attached)

SUBJECT:

Approval of Contracts SC38383-08-04 and SC38632-09-04 for professional services between California State University Fresno Foundation and Stanislaus County Health Services Agency for the Central California Regional Obesity Prevention Program

STAFF RECOMMENDATIONS:

1. Approve contract SC38383-08-04 effective August 1, 2008 through December 31, 2008, with the California State University Fresno Foundation for the Central California Regional Obesity Prevention Program, to replace the intended contract SC38383-06-01 previously approved by the Board of Supervisors on October 21, 2008.
2. Approve contract SC38632-09-04 effective January 1, 2009 through June 30, 2010, with the California State University Fresno Foundation for the Central California Regional Obesity Prevention Program.
3. Authorize the Health Services Agency Managing Director or her designee to sign both contracts and any amendments thereafter.

FISCAL IMPACT:

The term of the first contract SC38383-08-04 is from August 1, 2008 to December 31, 2008 for the maximum amount of \$18,500. The term of the second contract SC38632-09-04 is from January 1, 2009 to June 30, 2010, for the maximum amount of \$166,666. These amounts were included in the Health Services Agency's Fiscal Year 2008-2009 and Fiscal Year 2009-2010 budgets, respectively. There is no cost to the County General Fund.

BOARD ACTION AS FOLLOWS:

No. 2009-557

On motion of Supervisor Chiesa, Seconded by Supervisor O'Brien

and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Grover, and Chairman DeMartini

Noes: Supervisors: None

Excused or Absent: Supervisors: Monteith

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval of Contracts SC38383-08-04 and SC38632-09-04 for professional services between California State University Fresno Foundation and Stanislaus County Health Services Agency for the Central California Regional Obesity Prevention Program

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DISCUSSION:

For the past decade, Stanislaus County has consistently ranked among the top three worst counties in the State in death rates due to heart disease. Obesity is a major but preventable risk factor leading to heart disease and other chronic diseases. According to the 2008 Community Health Assessment, it is estimated that in Stanislaus County over 60% of adults are overweight, while over 35% of the 5th, 7th, and 9th grade school children are considered in an unhealthy fitness zone based on weight (Source: CA Department of Education).

The Central California Regional Obesity Prevention Program (CCROPP) seeks policy and environmental change to address the obesity problem and is focused on eight central valley counties including Stanislaus. CCROPP is funded by The California Endowment, via California State University Fresno Foundation, as the fiscal agent. The goal of this program is to create local social and physical environments that support healthy eating and active living to address obesity. This program adopts a partnership approach, between the Health Services Agency (HSA) Public Health division and Ceres Partnership for Healthy Children, a community based organization.

The four prioritized goals of this program are:

- Increase Public Health capacity to address the built environment, land use, and livable communities;
- Promote and facilitate healthy lifestyle choices for Stanislaus County employees;
- Increase access to affordable fresh fruits and vegetables to Ceres community residents; and
- Create a safe environment for children and adults to become more physically active in Ceres neighborhoods.

On October 21, 2008, the Board of Supervisors approved Contract SC38383-06-01 with California State University Fresno Foundation (CSU-Fresno Foundation) in the amount of \$18,500 for the period of August 1, 2008 through December 31, 2008. This amount was for planning activities and was in anticipation of a subsequent and contiguous contract agreement for the implementation of the CCROPP. At the time of the Board of Supervisor's approval of the "planning" agreement, the contract document for the "implementation" scope of work was under development as a collaborative effort between CSU-Fresno Foundation and the upstream funder, The California Endowment. As a result of that process, CSU-Fresno Foundation never fully executed the "planning" agreement and based on their relationship with The California Endowment are now requiring both the original planning agreement and the subsequent implementation agreement to follow the form and include the detail of the presently proposed contract documents.

Approval of Contracts SC38383-08-04 and SC38632-09-04 for professional services between California State University Fresno Foundation and Stanislaus County Health Services Agency for the Central California Regional Obesity Prevention Program

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HSA staff has determined and County Counsel concurs that the proposed contract documents simply reflect the expectations of the parties in greater detail, and do not alter the financial or scope of work obligations.

Although the Board of Supervisors had approved the previous planning contract on October 21, 2008 (#2008-718), based on the current requirement of the funder, the Health Services Agency is seeking approval to replace the approved but not executed contract document SC38383-06-01 with Contract SC38383-08-04 and the approval to enter Contract SC38632-09-04 for the implementation scope of work.

POLICY ISSUES:

The Board of Supervisors approval of the contracts supports the Board's priorities of *A healthy community* and *Effective partnerships*, by enabling the Health Services Agency efforts with regional and local partners to develop interventions aimed at reducing obesity and related chronic disease in Stanislaus County.

STAFFING IMPACT:

Existing Health Services Agency staff will continue to implement activities outlined in the contract.

**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

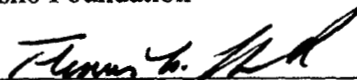
SUBCONTRACTOR

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

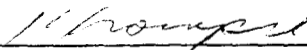
Approved for County of Stanislaus

by 

Mary Ann Lee
Managing Director

Date 9/3/09

And

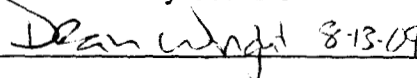
by 

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)

Central California Regional Obesity Prevention Program Detailed Work Plan

County: Stanislaus County

Sector: Public Health Department					
Target Community: Elected officials, County and City policy makers					
Intervention: Education and increased awareness of CCROPP agenda and activities					
<i>Activities</i>	<i>Responsible Person</i>	<i>Timeline</i>		<i>Resources</i>	
		<i>Start</i>	<i>Finish</i>	<i>Available</i>	<i>Needed</i>
<i>What actions or tasks are necessary to carry out the intervention?</i>	<i>Who will do the work?</i>	<i>When will this activity start?</i>	<i>When will it be complete?</i>	<i>What resources are available?</i>	<i>What resources are needed?</i>
1. Develop informational packet and/or material on CCROPP, its agenda and planned activities, to include the following information: <ol style="list-style-type: none"> a. CCROPP and its funding source b. How CCROPP benefits Stanislaus County and its residents c. How land use and the built environment can address obesity prevention d. The benefits of a worksite/employee wellness program 	CCROPP Project Director (PD)	September 2008	October 2008	Information from CCROPP Task Force Contacts with county and city officials	Develop relationship with contacts to schedule face to face appointments Develop materials and talking points
2. Provide information and solicit support from key county and city officials via face to face meeting with key county and city officials	CCROPP PD, PH Director, PH Officer, and Ceres Partnership Coordinator	October 2008	December 2008		Establish relationship
3. Provide information to those officials via correspondence if unable to schedule meeting					
4. Explore and establish relationship with Planning					

<p>Department to inquire on PH's participation in land use and facility planning</p>					
<p>5. Obtain confirmation from City and/or County to include PH in the discussion and review of its general plan</p>					
<p>6. Regular visits with elected officials to discuss and report on health concerns and issues</p>	<p>CCROPP PD, PH Director, PHO</p>	<p>August 2008</p>	<p>December 2008</p>		

Sector: Public Health Department

Target Community: County Board of Supervisors, County Human Resource Division, County employees

Intervention: Implementation of Countywide Employee Wellness Initiative

<i>Activities</i>	<i>Responsible Person</i>	<i>Timeline</i>		<i>Resources</i>	
		<i>Start</i>	<i>Finish</i>	<i>Available</i>	<i>Needed</i>
1. Participate in county wide employee wellness committee: a. Act as chair of committee b. Lead committee to develop countywide comprehensive employee wellness initiative, which includes the components of policy, educational programs, and county sponsored incentives. c. Develop action plan for roll out of initiative when approved for implementation.	CCROP PD	August 2008	September 2008	Draft of the County Employee Wellness Initiative	Board's approval and adoption of Initiative
2. Initiative to be approved by County HR Department, reviewed by County Chief Executive Office, and presented to and adopted by the Board of Supervisors	County CEO's office	September 2008	October 2008	County wide Committee	Financial and human resources for implementation
3. Roll out of Initiative according to plan.	County, CCROPP PD to assist	November 2008	December 2008	Commitment from County decision makers	
4. Provide regular input for continuous improvement on the implementation of initiative	CCROPP PD	August 2008	December 2008		
5. Implementation of Employee Wellness Initiative within the Public Health Department	CCROPP PD, PH leadership	N/A	N/A		

Sector: Public Health Department

Target Community: Public Health decision makers and key staff

Intervention: Build PH capacity to address built environment and land use

<i>Activities</i>	<i>Responsible Person</i>	<i>Timeline</i>		<i>Resources</i>	
		<i>Start</i>	<i>Finish</i>	<i>Available</i>	<i>Needed</i>
1. Develop training/educational materials to train staff on the topic of land use and built environment	CCROPP PD	September 2008	October 2008	Information on topic	Training materials developed
2. Provide training to Public Health decision makers and key staff	CCROPP PD	November 2008	December 2008	Resources from CCROPP partners	Provide training
3. Determine PH's representation in participating in County's and/or City's planning meetings	PH Management Team	N/A	N/A		PH representative
4. Affirm collaborative relationship with County and/or City Planning Departments	CCROPP PD and PH representative	N/A	N/A		Relationship with County and City planning departments
5. PH representative to attend meetings and engage in discussion	PH rep	N/A	N/A		
6. Hold public forum or countywide training/health summit to discuss impact of environment on health and obesity	CCROPP PD, PH Director and PHO	N/A	N/A		Buy in

Sector: Public Health Department

Target Community: Community Partners, Organizations, Stakeholders, and residents

Intervention: Foster collaborative partnerships within Stanislaus County to address obesity prevention

<i>Activities</i>	<i>Responsible Person</i>	<i>Timeline</i>		<i>Resources</i>	
		<i>Start</i>	<i>Finish</i>	<i>Available</i>	<i>Needed</i>
1. Affirm and foster working relationship with Ceres Partnerships for Healthy Children, West Modesto King Kennedy Neighborhood Collaborative, and other community partners	CCROPP PD, HEAL Coordinator	August 2008	December 2008	Established collaborative relationship	Continual participation and involvement with community leaders and organizations
2. Attend regular meetings to share information	CCROPP PD, HEAL Coordinator, PH leadership	August 2008	December 2008	Funding for the implementation of projects by Ceres Partnership	Resources to participate in specific activities
3. Assist Ceres Partnership in its implementation of the Walking School Bus Program, as described in their work plan		According to work plan time line by Ceres Partnership	Information on policies	Educating community leaders	
4. Assist Ceres Partnership in its establishment of a certified Farmers Market at the Ceres Flea Market site, as described in their work plan					
5. Assist West Modesto Collaborative in its establishment of a walking trail in the West Modesto area					
6. Attend and/or facilitate regular coalition meetings (HEART Coalition, HEAL-CHI committee, Nutrition and Fitness Council, CNAP, and Breastfeeding Coalition) to promote collaboration, and share resources	CCROPP PD, PH staff	August 2008	December 2008		
7. Assist in reviewing and promoting policies that relate to obesity prevention	CCROPP PD, PH leadership				

Sector: Public Health Department

Target Community: County departments and officials, Stakeholders, Community Partners, and users of data

Intervention: Collect, analyze and disseminate data relating to obesity prevention

<i>Activities</i>	<i>Responsible Person</i>	<i>Timeline</i>		<i>Resources</i>	
		<i>Start</i>	<i>Finish</i>	<i>Available</i>	<i>Needed</i>
1. Implement the 2008 Comprehensive Community Health Assessment project: a. Conduct surveys b. Collect survey results c. Tabulate and analyze results d. Report to the community regarding results	CAPE (Community Assessment Planning and Evaluation) unit staff	August 2008	December 2008	Resources for CHA project in place Completion of CX3 surveys	Analysis of CHA results CX3 results from State DPH
2. Review CX3 data	Nutrition Network staff with CAPE staff	December 2008	December 2008		Develop presentation of results
3. Schedule public meetings to present CHA and CX3 results to the community		N/A	N/A		
4. Identify action plan and strategies to address obesity prevention, according to data and results, collaboratively within the community	CAPE staff, CCROPP PD, PH Director	N/A	N/A		Meetings to solicit input and identify prevention strategies from community

Sector: Public Health Department					
Target Community: CCROPP partners					
Intervention: Participate in and support regional CCROP activities					
<i>Activities</i>	<i>Responsible Person</i>	<i>Timeline</i>		<i>Resources</i>	
		<i>Start</i>	<i>Finish</i>	<i>Available</i>	<i>Needed</i>
1. Develop working relationship with all CCROPP partners	CCROPP PD, HEAL Coordinator	August 2008	December 2008	CCROPP partnerships and resources	Establish relationship
2. Attend all meetings, trainings and conferences	CCROPP PD	August 2008	December 2008	Funding	
3. Participate in all regional CCROPP activities, including any media events and social marketing campaigns	CCROPP PD, PH key staff members	As appropriate			

Sector: Public Health Department					
Target Community: Public Health staff					
Intervention: Education and increased awareness in PH's role in the prevention of obesity and chronic diseases					
<i>Activities</i>	<i>Responsible Person</i>	<i>Timeline</i>		<i>Resources</i>	
		<i>Start</i>	<i>Finish</i>	<i>Available</i>	<i>Needed</i>
1. Develop in-service training material on: a. PH's role in addressing chronic disease prevention b. Spectrum of prevention c. Collaboration with community partners to address prevention d. PH employees to participate in employee wellness activities	Assistant PH Director/Nursing Director, CCROPP PD	August 2008	August 2008	Curriculum developed	Training to be provided
2. Provide training to staff	Assistant PH Director, CCROPP PD	August 2008	December 2008		

Note: This work plan should be submitted along with your local logic model. Please ensure that this work plan ties directly to the interventions described in your logic model.

County: Stanislaus County

Sector: Community – Ceres Partnership for Healthy Children					
Target Community: Elementary School Children (K-6) in Caswell and Don Pedro Elementary Schools					
Intervention: To create a safe environment that allows children and adults to become more physically active by walking to and from school.					
<i>Activities</i>	<i>Responsible Person</i>	<i>Timeline</i>		<i>Resources</i>	
		<i>Start</i>	<i>Finish</i>	<i>Available</i>	<i>Needed</i>
1. Hire Program Specialist.	Project Director or Program Coord.	Oct. 2008	Oct. 2008	Job Description	Job Posting
2. Formalize MOU agreement with two schools.	Program Coordinator	Oct. 2008	Oct. 2008	Established relationships Coalition	Staff Time
3. Establish evaluation method(s) for program design and implementation.	Program Coordinator	Nov 2008	Dec 2008		Staff training Development of materials
4. Secure/develop program overview and handouts from Safe Communities Coalition.	Program Coordinator	Nov 2008	Dec 2008	Walking School Bus Toolkit	Printing costs
5. Work with current parent group to enlist participation and secure commitment.	Program Specialist	Nov 2008	Dec 2008	School contacts	Establish Relationships with parent groups
6. Provide pedestrian safety training and nutrition education to Walking School Bus Drivers and other community members.	Program Specialist/ Community	N/A	N/A		Tracking method
7. Establish safe walking routes with meeting points and a timetable.	Program Specialist	N/A	N/A		Incentives
8. Organize program Kick Off event.	Program Specialist	N/A	N/A		Incentives and costs of special activities
9. Facilitate and coordinate a Walking School Bus	Program Specialist	N/A	N/A		

Program at two elementary schools located in Ceres.					
10. Provide ongoing support to local elementary schools to encourage physical activity among their students	Program Specialist	N/A	N/A		
11. Provide incentives and activities to motivate and promote continued participation	Program Specialist	N/A	N/A		
12. Maintain documentation on walkers and school bus drivers.	Program Specialist	N/A	N/A		

Sector:					
Community – Ceres Partnership for Healthy Children					
Target Community:					
Ceres Residents					
Intervention:					
To create increase access to affordable fresh fruits and vegetables to local community members by establishing a Certified Farmer's Market with Electronic Benefits Transfer (EBT) capacity at the Ceres Flea Market					
<i>Activities</i>	<i>Responsible Person</i>	<i>Timeline</i>		<i>Resources</i>	
		<i>Start</i>	<i>Finish</i>	<i>Available</i>	<i>Needed</i>
1. Secure a Program Coordinator	Project Director	October 2008	October 2008	Established relationship with PH, Flea Market Mgr	Dedicated staff On-line internet connection/designated phone line for EBT – Computer & printer
2. Coordinate meeting with Flea Market owner/manager and formalize partnership with set expectations.	Program Coordinator	Nov. 2008	Nov. 2008	Access to Merced CFM Flea Market model	Access to EBT system
3. Assist in the Farmer's Market Certification process with Flea Market owner/manager <ul style="list-style-type: none"> ▪ Coordinate meeting between local Assistant Agricultural Commissioner to discuss Farmer's Market Rules and maps. ▪ Assist in the preparation of Rules and area maps. 	Program Coordinator/ PH Educator	Nov. 2008	Dec. 2008	Access to flea market	Marketing strategies/campaign
4. Meet with Merced Flea Market Owner to review strategies and how to incorporate EBT system in the flea market. <ul style="list-style-type: none"> ▪ Develop strategies for implementation at Ceres Flea market. 	Program Coordinator/ PH Educator	Nov. 2008	Dec. 2008	Partnership with Nutrition Network	Training materials, copies, incentives
5. Facilitate/participate in meeting with the Community Services Agency to discuss the	Program Coordinator/	Nov. 2008	Dec. 2008		

<p>implementation of EBT systems, as well as C4yourself at flea market</p> <ul style="list-style-type: none"> ▪ Discuss strategies with CSA representative ▪ Identify items needed for implementation such as dedicate phone connection, on-line Internet access, computer, etc. ▪ Investigate the possibility of having C4Yourself on set days of the Farmer's Market. 	PH Educator				
<p>6. Establish a formal partnership with Community Services Agency (CSA) Food Stamp Program to promote the program with their clients</p> <ul style="list-style-type: none"> ▪ Develop marketing strategies in partnership with CSA including handouts, posters, referral cards, etc. for CSA staff to use internally ▪ Develop marketing strategies to increase awareness of healthy eating and flea market promotion ▪ Implement marketing strategies 	Program Coordinator/ PH Educator/ Program Specialist	Nov. 2008	Dec. 2008		
<p>7. Research and secure token process along with CSA and establish own reimbursement process.</p> <ul style="list-style-type: none"> ▪ Develop process workflow 	Program Coordinator/ PH Educator	Nov. 2008	Dec, 2008		
<p>8. Facilitate/participate in meeting with WIC Manager to identify process needed to accept WIC vouchers</p>	Program Coordinator/ PH Educator	Dec. 2008	Dec, 2008		
<p>9. Provide in-service and technical assistance to</p>	Program	N/A	N/A		

the Certified Farmer's Market Producers	Coordinator/ Program Specialist				
10. Develop and implement marketing strategies to increase awareness of the Certified Farmer's Market including payment options available to clients (i.e. banners, newspaper, radio ad, etc.)	Program Coordinator/ Program Specialist	N/A	N/A		
11. Provide ongoing support to the Certified Farmer's Market staff.	Program Coordinator/ Program Specialist	Nov. 2008	Dec. 2008		

Note: This work plan should be submitted along with your local logic model. Please ensure that this work plan ties directly to the interventions described in your logic model

**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
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Non-Personnel

Office Supplies

Photocopies

Telephone

Postage and Shipping

875	875
-	-
-	-
-	-

Sub-Total

875	875
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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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**SUBCONTRACT AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
CALIFORNIA STATE UNIVERSITY, FRESNO FOUNDATION
AND
COUNTY OF STANISLAUS**

Subcontract Agreement Number: SC38632-09-04
Period of Subcontract Agreement: January 1, 2009 through June 30, 2010
Amount of Subcontract Agreement: \$166,666.00

Primary Award Number: 20081446
Primary Agency: The California Endowment

WHEREAS, the California State University, Fresno Foundation, hereinafter referred to as "**Foundation**", received a 2 - year grant from The California Endowment pursuant to the agreement entitled: "**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 **January 1, 2009** through **June 30, 2010**. 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 **\$166,666.00** 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 **July 31, 2010**. 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, 2008** through **October 31, 2010** 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

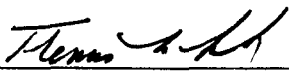
SUBCONTRACTOR

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

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

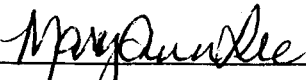
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives, as follows:

Approved for the California State University,
Fresno Foundation

by 
Thomas McClanahan
Associate Vice President, CSUF-ORSP

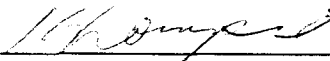
Date 9/14/09

Approved for County of Stanislaus

by 
Mary Ann Lee
Managing Director

Date 9/3/09

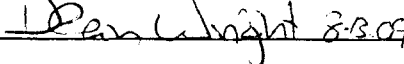
And

by 
Keith Kompsi
Director, Foundation Financial Services

Date 9-10-09

Approved as to form

Stanislaus County Counsel

by  8.3.09

ATTACHMENT A
Scope of Work

See Attached Detailed Work Plan

(Pages 1 – 12)

**Central California Regional Obesity Prevention Program
Detailed Work Plan**

County: Stanislaus County

Sector: Public Health Department					
Target Community: Elected officials, County and City policy makers <i>(Who are you trying to affect?)</i>					
Intervention: Education and increased awareness of CCROPP agenda and activities <i>(What are you trying to do?)</i>					
<i>Activities</i>	<i>Responsible Person</i>	<i>Timeline</i>		<i>Resources</i>	
		<i>Start</i>	<i>Finish</i>	<i>Available</i>	<i>Needed</i>
<i>What actions or tasks are necessary to carry out the intervention?</i>	<i>Who will do the work?</i>	<i>When will this activity start?</i>	<i>When will it be complete?</i>	<i>What resources are available?</i>	<i>What resources are needed?</i>
1. Regular visits with elected officials to discuss and report on health concerns and issues	CCROPP PD, PH Director, PHO	April 2009	June 2010		

Sector: Public Health Department

Target Community: County Board of Supervisors, County Human Resource Division, County employees *(Who are you trying to affect?)*

Intervention: Implementation of Countywide Employee Wellness Initiative *(What are you trying to do?)*

<i>Activities</i>	<i>Responsible Person</i>	<i>Timeline</i>		<i>Resources</i>	
		<i>Start</i>	<i>Finish</i>	<i>Available</i>	<i>Needed</i>
1. Participate in county wide employee wellness committee: a. Act as chair of committee b. Lead committee to develop countywide comprehensive employee wellness initiative, which includes the components of policy, educational programs, and county sponsored incentives. c. Develop action plan for roll out of initiative when approved for implementation.	CCROP PD	January 2009	5/1/09		
2. Initiative to be approved by County HR Department, reviewed by County Chief Executive Office, and presented to and adopted by the Board of Supervisors	County CEO's office	January 2009	February 2009		
3. Roll out of Initiative according to plan.	County, CCROPP PD to assist	January 2009	2/1/09		
4. Provide regular input for continuous improvement on the implementation of initiative	CCROPP PD	January 2009			
5. Implementation of Employee Wellness Initiative within the Public Health Department	CCROPP PD, PH leadership				

Sector: Public Health Department

Target Community: Public Health decision makers and key staff *(Who are you trying to affect?)*

Intervention: Build PH capacity to address built environment and land use *(What are you trying to do?)*

<i>Activities</i>	<i>Responsible Person</i>	<i>Timeline</i>		<i>Resources</i>	
		<i>Start</i>	<i>Finish</i>	<i>Available</i>	<i>Needed</i>
1. Develop training/educational materials to train staff on the topic of land use and built environment	CCROPP PD	January 2009	June 2010	Information on topic	Training materials developed
2. Provide training to Public Health decision makers and key staff	CCROPP PD	January 2009	January 2009	Resources from CCROPP partners	Provide training
		January 2009	January 2009		
3. Determine PH's representation in participating in County's and/or City's planning meetings	PH Management Team	February 2009	March 2009		PH representative
4. Affirm collaborative relationship with County and/or City Planning Departments	CCROPP PD and PH representative	March 2009	January 2009		Relationship with County and City planning departments
5. PH representative to attend meetings and engage in discussion	PH rep	June 2009			
6. Hold public forum or countywide training/health summit to discuss impact of environment on health and obesity	CCROPP PD, PH Director and PHO				Buy in

Sector: Public Health Department

Target Community: Community Partners, Organizations, Stakeholders, and residents *(Who are you trying to affect?)*

Intervention: Foster collaborative partnerships within Stanislaus County to address obesity prevention *(What are you trying to do?)*

<i>Activities</i>	<i>Responsible Person</i>	<i>Timeline</i>		<i>Resources</i>	
		<i>Start</i>	<i>Finish</i>	<i>Available</i>	<i>Needed</i>
1. Affirm and foster working relationship with Ceres Partnerships for Healthy Children, West Modesto King Kennedy Neighborhood Collaborative, and other community partners	CCROPP PD, HEAL Coordinator	January 2009		Established collaborative relationship	Continual participation and involvement with community leaders and organizations
2. Attend regular meetings to share information	CCROPP PD, HEAL Coordinator, PH leadership	January 2009		Funding for the implementation of projects by Ceres Partnership	Resources to participate in specific activities
3. Assist Ceres Partnership in its implementation of the Walking School Bus Program, as described in their work plan		According to work plan time line by Ceres Partnership		Information on policies	Educating community leaders
4. Assist Ceres Partnership in its establishment of a certified Farmers Market at the Ceres Flea Market site, as described in their work plan					
5. Assist West Modesto Collaborative in its establishment of a walking trail in the West Modesto area					
6. Attend and/or facilitate regular coalition meetings (HEART Coalition, HEAL-CHI committee, Nutrition and Fitness Council, CNAP, and Breastfeeding Coalition) to promote collaboration, and share resources	CCROPP PD, PH staff	January 2009			
7. Assist in reviewing and promoting policies that	CCROPP PD, PH				

relate to obesity prevention	leadership				
Sector: Public Health Department					
Target Community: County departments and officials, Stakeholders, Community Partners, and users of data <i>(Who are you trying to affect?)</i>					
Intervention: Collect, analyze and disseminate data relating to obesity prevention <i>(What are you trying to do?)</i>					
<i>Activities</i>	<i>Responsible Person</i>	<i>Timeline</i>		<i>Resources</i>	
		<i>Start</i>	<i>Finish</i>	<i>Available</i>	<i>Needed</i>
1. Implement the 2008 Comprehensive Community Health Assessment project: a. Conduct surveys b. Collect survey results c. Tabulate and analyze results d. Report to the community regarding results	CAPE (Community Assessment Planning and Evaluation) unit staff	January 2009	January 2009	Resources for CHA project in place Completion of CX3 surveys	Analysis of CHA results CX3 results from State DPH
2. Review CX3 data	Nutrition Network staff with CAPE staff	January 2009	January 2009		Develop presentation of results
3. Schedule public meetings to present CHA and CX3 results to the community		January 2009	February 2009		
4. Identify action plan and strategies to address obesity prevention, according to data and results, collaboratively within the community	CAPE staff, CCROPP PD, PH Director	March 2009	May 2009		Meetings to solicit input and identify prevention strategies from community

Sector: Public Health Department

Target Community: CCROPP partners *(Who are you trying to affect?)*

Intervention: Participate in and support regional CCROP activities *(What are you trying to do?)*

<i>Activities</i>	<i>Responsible Person</i>	<i>Timeline</i>		<i>Resources</i>	
		<i>Start</i>	<i>Finish</i>	<i>Available</i>	<i>Needed</i>
1. Develop working relationship with all CCROPP partners	CCROPP PD, HEAL Coordinator	January 2009	January 2009	CCROPP partnerships and resources	Establish relationship
2. Attend all meetings, trainings and conferences	CCROPP PD	January 2009		Funding	
3. Participate in all regional CCROPP activities, including any media events and social marketing campaigns	CCROPP PD, PH key staff members	As appropriate			

Sector: Public Health Department					
Target Community: Public Health staff <i>(Who are you trying to affect?)</i>					
Intervention: Education and increased awareness in PH's role in the prevention of obesity and chronic diseases <i>(What are you trying to do?)</i>					
<i>Activities</i>	<i>Responsible Person</i>	<i>Timeline</i>		<i>Resources</i>	
		<i>Start</i>	<i>Finish</i>	<i>Available</i>	<i>Needed</i>
1. Develop in-service training material on: a. PH's role in addressing chronic disease prevention b. Spectrum of prevention c. Collaboration with community partners to address prevention d. PH employees to participate in employee wellness activities	Assistant PH Director/Nursing Director, CCROPP PD	January 2009	June 2010	Curriculum developed	Training to be provided
2. Provide training to staff	Assistant PH Director, CCROPP PD	January 2009	March 2009		

Note: This work plan should be submitted along with your local logic model. Please ensure that this work plan ties directly to the interventions described in your logic model.

County: Stanislaus County

Sector: Community – Ceres Partnership for Healthy Children					
Target Community: <i>(Who are you trying to affect?)</i>					
Elementary School Children (K-6) in Caswell and Don Pedro Elementary Schools					
Intervention: <i>(What are you trying to do?)</i>					
To create a safe environment that allows children and adults to become more physically active by walking to and from school.					
<i>Activities</i>	<i>Responsible Person</i>	<i>Timeline</i>		<i>Resources</i>	
		<i>Start</i>	<i>Finish</i>	<i>Available</i>	<i>Needed</i>
1. Hire Program Specialist.	Project Director or Program Coord.	January 1, 2009	January 1, 2009	Job Description	Job Posting
2. Formalize MOU agreement with two schools.	Program Coordinator	January 1, 2009	January 1, 2009	Established relationships	Staff Time
3. Establish evaluation method(s) for program design and implementation.	Program Coordinator	January 1, 2009	June 2010	Coalition	Staff training Development of materials Printing costs
4. Secure/develop program overview and handouts from Safe Communities Coalition.	Program Coordinator	January 1, 2009	June 2010	Walking School Bus Toolkit	Establish Relationships with parent groups
5. Work with current parent group to enlist participation and secure commitment.	Program Specialist	January 1, 2009	Jan. 2009	School contacts	Tracking method
6. Provide pedestrian safety training and nutrition education to Walking School Bus Drivers and other community members.	Program Specialist/ Community	January 1, 2009	April 2009		Incentives
7. Establish safe walking routes with meeting points and a timetable.	Program Specialist	Feb. 2009	March 2009		Incentives and costs of special activities
8. Organize program Kick Off event.	Program Specialist		May 2009		
9. Facilitate and coordinate a Walking School Bus	Program Specialist	Feb. 2009			

Program at two elementary schools located in Ceres.		April 2009	June 2010		
10. Provide January 2009 support to local elementary schools to encourage physical activity among their students	Program Specialist	May 2009	June 2010		
11. Provide incentives and activities to motivate and promote continued participation	Program Specialist	May 2009	June 2010		
12. Maintain documentation on walkers and school bus drivers.	Program Specialist	May 2009	June 2010		
		May 2009			

Sector:					
Community – Ceres Partnership for Healthy Children					
Target Community: <i>(Who are you trying to affect?)</i>					
Ceres Residents					
Intervention: <i>(What are you trying to do?)</i>					
To create increase access to affordable fresh fruits and vegetables to local community members by establishing a Certified Farmer's Market with Electronic Benefits Transfer (EBT) capacity at the Ceres Flea Market					
<i>Activities</i>	<i>Responsible Person</i>	<i>Timeline</i>		<i>Resources</i>	
		<i>Start</i>	<i>Finish</i>	<i>Available</i>	<i>Needed</i>
1. Secure a Program Coordinator	Project Director	January 1, 2009	June 2010	Established relationship with PH, Flea Market Mgr	Dedicated staff On-line internet connection/designated phone line for EBT – Computer & printer
2. Coordinate meeting with Flea Market owner/manager and formalize partnership with set expectations.	Program Coordinator	January 1, 2009	January 1, 2009	Access to Merced CFM Flea Market model	Access to EBT system
3. Assist in the Farmer's Market Certification process with Flea Market owner/manager <ul style="list-style-type: none"> ▪ Coordinate meeting between local Assistant Agricultural Commissioner to discuss Farmer's Market Rules and maps. ▪ Assist in the preparation of Rules and area maps. 	Program Coordinator/ PH Educator	January 1, 2009	June 2010	Access to flea market	Marketing strategies/campaign
4. Meet with Merced Flea Market Owner to review strategies and how to incorporate EBT system in the flea market. <ul style="list-style-type: none"> ▪ Develop strategies for implementation at Ceres Flea market. 	Program Coordinator/ PH Educator	January 1, 2009	June 2010	Partnership with Nutrition Network	Training materials, copies, incentives
5. Facilitate/participate in meeting with the Community Services Agency to discuss the	Program Coordinator/		Jan. 2009		

<p>implementation of EBT systems, as well as C4yourself at flea market</p> <ul style="list-style-type: none"> ▪ Discuss strategies with CSA representative ▪ Identify items needed for implementation such as dedicate phone connection, on-line Internet access, computer, etc. ▪ Investigate the possibility of having C4Yourself on set days of the Farmer's Market. 	PH Educator	January 1, 2009			
<p>6. Establish a formal partnership with Community Services Agency (CSA) Food Stamp Program to promote the program with their clients</p> <ul style="list-style-type: none"> ▪ Develop marketing strategies in partnership with CSA including handouts, posters, referral cards, etc. for CSA staff to use internally ▪ Develop marketing strategies to increase awareness of healthy eating and flea market promotion ▪ Implement marketing strategies 	Program Coordinator/ PH Educator/ Program Specialist	January 1, 2009	Jan. 2009 – January 2009		
<p>7. Research and secure token process along with CSA and establish own reimbursement process.</p> <ul style="list-style-type: none"> ▪ Develop process workflow 	Program Coordinator/ PH Educator	January 1, 2009	June 2010		
<p>8. Facilitate/participate in meeting with WIC Manager to identify process needed to accept WIC vouchers</p>	Program Coordinator/ PH Educator	Jan. 2009	June 2010		
<p>9. Provide in-service and technical assistance to</p>	Program				

the Certified Farmer's Market Producers	Coordinator/ Program Specialist	Feb. 2009	January 2009		
10. Develop and implement marketing strategies to increase awareness of the Certified Farmer's Market including payment options available to clients (i.e. banners, newspaper, radio ad, etc.)	Coordinator/ Program Specialist	March 2009	January 2009		
11. Provide January 2009 support to the Certified Farmer's Market staff.	Program Coordinator/ Program Specialist	January 1, 2009	January 2009		

Note: This work plan should be submitted along with your local logic model. Please ensure that this work plan ties directly to the interventions described in your logic model

**ATTACHMENT B
Itemized Budget**

Direct Costs

Year 3	Total
01/01/09 - 06/30/10	

Personnel

Phoebe Leung - Assistant Director

12hrs/wk x 78 weeks @ 59.61/hr

Cle Moore - Associate Director

2hrs/wk x 78 weeks @ 66.20/hr

Olivia Tong - Epidemiologist

4hrs/wk x 78 weeks @ 34.60/hr

Donna Meyer - Confidential Assistant

4hrs/wk x 78 weeks @ 20.14/hr

Total Salaries

Benefits @ Approx. 36%

55,795	55,795
10,327	10,327
10,795	10,795
6,284	6,284
83,201	83,201
29,952	29,952

Sub-Total

113,153	113,153
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Non-Personnel

Office Supplies

Photocopies

Telephone

Postage and Shipping

1,000	1,000
500	500
984	984
500	500

Sub-Total

2,984	2,984
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Other

Travel/Lodging/Meals (not to exceed county regs)	19,177	19,177
Qtrly Regional Meetings (total 6)		
Regional Meetings.. Planning Conference		
Obesity Conference - San Diego		
Convergence Meeting (quarterly 6 total)		
Policy Meetings... Local		
Monthly Meetings CCROPP (total 18)		
Local Coalition Meetings		
Refreshments	2,500	2,500
Incentives	2,000	2,000
Educational Materials	3,800	3,800
Marketing/Advertising	10,000	10,000
Sub-Total	37,477	37,477

Equipment

Laptop and Projector	4,000	4,000
Sub-Total	4,000	4,000

Indirect Expenses

Indirects @ 8% of Personnel	9,052	9,052
		-
Sub-Total	9,052	9,052
Total	166,666	166,666