

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

DEPT: Health Services Agency NO

BOARD AGENDA # *B-7

Urgent Routine

AGENDA DATE September 25, 2012

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval of an Agreement with the California Department of Public Health for the USDA/Nutrition Education Obesity Prevention (NEOP) Grant from October 1, 2012 through September 30, 2016

STAFF RECOMMENDATIONS:

1. Approve contract number 12-10184 with the California Department of Public Health for the USDA/Nutrition Education Obesity Prevention grant from October 1, 2012 through September 30, 2016.
2. Authorize the Health Services Agency Managing Director, or her Designee, to sign and execute the contract and any amendments.
3. Direct the Auditor-Controller to increase appropriations and estimated revenue in the amount of \$362,403 for the Health Services Agency as detailed in the budget journal form.

(Continued on Page 2)

FISCAL IMPACT:

The Fiscal Year 2012-2013 Adopted Final Budget for the Public Health division of the Health Services Agency is \$25,444,105. Recently, the Public Health division received notification of a grant totaling \$3,379,279 for the USDA/Nutrition Education Obesity Prevention (NEOP) program with a funding period of October 1, 2012 through September 30, 2016. Since this award was not previously included in the budget, the impact will be an increase in the estimated revenue and appropriations for Fiscal Year 2012-2013 of

(Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2012-496

On motion of Supervisor Withdraw, Seconded by Supervisor Chiesa
and approved by the following vote,

Ayes: Supervisors: Chiesa, Withdraw, Monteith, De Martini and Chairman O'Brien

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION: This Item was removed from the consent calendar for discussion and consideration.



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval of an Agreement with the California Department of Public Health for the USDA/Nutrition Education Obesity Prevention (NEOP) Grant from October 1, 2012 through September 30, 2016

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STAFF RECOMMENDATIONS (Continued):

4. Amend the Salary and Position Allocation Resolution to reflect the recommended changes as outlined in the Staffing Impacts section, to be effective the start of the first pay period after Board approval.

FISCAL IMPACT (Continued):

\$362,403 for the period from October 1, 2012 through June 30, 2013 and is detailed in the attached Budget Journal. The remaining funding will be included in the appropriate Budget Year. Since this grant program is 100% federally funded, there will be no fiscal impact to the County General Fund.

DISCUSSION:

The Nutrition Education Obesity Prevention (NEOP) Grant is funded by the United States Department of Agriculture (USDA) and administered at the State level by the California Department of Public Health and the California Department of Social Services. The NEOP program is intended to implement a comprehensive local nutrition education and obesity prevention program to the Cal Fresh eligible population. The Health Services Agency (HSA) will serve as the lead health agency and will coordinate with local partners, and involve multiple sectors in spearheading efforts to improve the nutritional status and prevent obesity among Stanislaus County's low-income population, in accordance with Healthy, Hunger-Free Kids (HHFK) Act of 2010.

There are three priority areas for these programmatic efforts:

1. Increase access and consumption of healthy foods.
2. Decrease consumption of less healthy foods and beverages, and increase consumption of water.
3. Increase physical activity opportunities throughout the day.

The HSA currently partners in related efforts with the University of California Cooperative Extension, Community Services Agency, Catholic Charities, Center for Human Services, Sierra Vista, Parent Resource Center, Stanislaus Literacy Center, Healthy Aging Association, and the West Modesto King Kennedy Neighborhood Collaborative. The recommended grant funding will enable the HSA to expand partnerships and target additional program activities such as increasing access to healthy foods at retail outlets, training peer leaders in the community setting to provide culturally competent nutrition education, working in the school setting to provide nutrition education as well as opportunities for staff to advocate for a healthy school environment by providing training and technical assistance to early-childhood care and education sites.

Approval of an Agreement with the California Department of Public Health for the USDA/Nutrition Education Obesity Prevention (NEOP) Grant from October 1, 2012 through September 30, 2016

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The overarching goals for the Health Services Agency as the lead health agency are to:

- Direct local services, and connect with regional and statewide campaigns. Coordination and synergy must occur among SNAP-Ed (Supplemental Nutrition Assistance Program-Education) funded programs, USDA Food Nutrition Services funded programs, schools/educational agencies; community based organizations; city and county governments; and others involved in addressing hunger/food insecurity, nutrition, obesity prevention, physical activity, and health disparities.
- Institutionalize programs into existing social and health delivery systems.
- Identify and address the needs of the SNAP-Ed diverse target population* within its jurisdiction.
- Focus activities on all socio-economic levels, to support effective behavior change.
- Build the capacity of low-income neighborhoods and partner agencies to provide Nutrition Education Obesity Prevention interventions.

* A note about targeting populations: the lead health agency is expected to target low-income (i.e. at least 50% of the targeted population (in specific census tracts, schools, etc.) must meet the guidelines of being below 185% of the federal poverty guidelines).

POLICY ISSUE:

Approval of this contract supports two Board priorities, A Healthy Community and Effective Partnerships. These priorities are assured through the provision of community education to the NEOP eligible (Cal Fresh) residents of Stanislaus County.

STAFFING IMPACTS:

The Scope of Work for the recommended new grant contract requires dedicated program staff to include a Project Coordinator, Health Educators/Nutritionists and an Office Manager/Secretary/Admin Assistant. The positions will report to the Women, Infant and Children (WIC) program manager and will be responsible for the overall coordination of the program throughout the community, the provision of nutrition education to the target population and data collection of the program operations.

In order to comply with project requirements, it is recommended that the Salary and Position Allocation Resolution be amended to restore four positions; two vacant, unfunded Health Educator positions, a vacant unfunded Administrative Clerk III position, and a vacant unfunded Staff Services Coordinator position. All position changes are recommended to be effective the first full pay period after Board approval.

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If this item is approved and to the extent applicable, the positions will first be filled from existing re-employment lists providing an opportunity for individuals previously impacted by reduction-in-force actions to return to full employment status.

The detail of the staffing requests is included in the table below. See Attachment A for complete job descriptions.

Department	Positions	Position #	Classification	Request
Health Services Agency Public Health	1	10388	Administrative Clerk III	Restore Unfunded Position
Health Services Agency Public Health	2	10390, 12024	Health Educator	Restore Unfunded Position
Health Services Agency Indigent Health Care	1	11316	Staff Services Coordinator	Restore Unfunded Position and transfer to Public Health

CONTACT PERSON:

Colleen Woolsey, Associate Director
(209) 558-6833

Position descriptions for NEOP Grant

Project Coordinator (Health Educator/Nutritionist with MPH or equivalent)	<p>Coordinate program staff and nutrition education activities; plan and follow through on outreach and educational events at health fairs, schools, and other promotional activities; work with schools, churches, farm worker organizations, and community organizations in planning and promoting good health through dissemination of nutrition education materials; actively acquire and develop culturally and linguistically competent nutrition curriculum and educational materials; to promote existing and/or to develop new physical activity promotional components of nutrition education; and expand our existing community outreach program to encompass nutritional components to increase community awareness and knowledge of good nutrition and healthy active lifestyles.</p>
Health Educator/Nutritionist (RD)	<p>Provides nutrition education to the NEOP-eligible population. Specific duties include: one-on-one general nutrition education, delivery of general nutrition education in a classroom or group setting, staffing health fairs and other community or promotional events where nutrition education messages are delivered, distribution of linguistically and culturally appropriate nutrition education materials, documentation of educational and other encounters, assisting with writing project reports and preparation of quarterly reports, maintaining program reporting and tracking systems.</p>
Office Manager/Secretary/Admin Assistant (Admin Clerk III)	<p>Provides general clerical support to the Program. Assists in development and maintenance of a data collection system with emphasis on fiscal information. Arranges meetings and trainings, orders supplies and materials, creates correspondence, photocopies, etc.</p>

AGREEMENT NUMBER 12-10184
REGISTRATION NUMBER:

1. The California Department of Public Health hereby makes a grant award of funds to the Grantee named below:

Grantee's Name
 Stanislaus County Health Services Agency

2. Grant term From October 1, 2012 through September 30, 2016	3. Total grant amount \$ 3,379,279
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4. Grantee's Project Director		
Name Elaine Emery	Telephone number (209) 525-4804	Address, if different from Grantee's address 251 E Hackett Rd Modesto, CA 95353

5. Grantee's Financial Officer		
Name Carol Dunbar	Telephone number (209) 558-7190	Address, if different from Grantee's address

6. The grantee, in accepting this grant award, agrees to comply with the terms and conditions of the following exhibits which are made a part of this grant award by this reference and any applicable statutes or regulations:

Exhibit A – Scope of Work	52 pages
Exhibit B – Budget Detail and Payment Provisions	4 pages
Exhibit B Attachment I – Budget (Year 1)	2 pages
Exhibit B Attachment I, Schedule I Subgrantee Budget (Year 1)	1 page
Exhibit B Attachment II – Budget (Year 2)	2 pages
Exhibit B Attachment II – Schedule I Subgrantee Budget (Year 2)	1 page
Exhibit B Attachment III – Budget (Year 3)	2 pages
Exhibit B Attachment III – Schedule I Subgrantee Budget (Year 3)	1 page
Exhibit B Attachment IV – Budget (Year 4)	2 pages
Exhibit B Attachment IV – Schedule I Subgrantee Budget (Year 4)	1 page
* Exhibit C – General Terms and Conditions	<u>GTC 610</u>
Exhibit D(F) – Special Terms and Conditions	25 pages
Exhibit E – Additional Provisions	3 pages
Exhibit F – Contractor's Release	1 page
Exhibit G – Travel Reimbursement Information	2 pages

* Item marked with an Asterisk (*) is incorporated herein as if attached. View at: <http://www.ols.dgs.ca.gov/Standard+Language>.

In Witness Whereof, this agreement has been executed by the parties hereto.

GRANTEE		<input type="checkbox"/> Exempt from DGS review per AG Opinions <input checked="" type="checkbox"/> Exempt from DGS review per this authority: H&S 131085(a)(b)
Grantee's Name (If other than an individual, state if a corporation, partnership, nonprofit organization, etc.)		
Signed By (Authorized Signature) <i>Mary Ann Lee</i>	Date Signed 9/26/12	
Printed Name and Title of Person Signing that has delegated authority to bind the Grantee Mary Ann Lee, Managing Director APPROVED AS TO FORM STANISLAUS COUNTY COUNCIL BY <i>Wanda Ferrer de Castro</i>		
Mailing Address P.O. Box 3271 Modesto, CA 95353		
STATE OF CALIFORNIA		
Agency Name California Department of Public Health		
Signed By (Authorized Signature) <i>Christine Alire</i> Christine Alire, Chief Contracts Management Unit	Date Signed 9/28/12	
Printed or Stamped Name and Title of Person Signing or their Designee Angela Salas, Chief Contracts Management Unit		
Address 1501 Capitol Avenue, Suite 71.5178, MS 1802, P.O. Box 997377, Sacramento, CA 95899-7377		

**Exhibit A
Scope of Work**

1. Service Overview

Grantee agrees to provide to the California Department of Public Health the services described herein:

- A. Grantee will provide nutrition education interventions and physical activity promotion to United States Department of Agriculture (USDA) Nutrition Education Obesity Prevention (NEOP) eligible families described herein per Health and Safety Code 104650-104655.
- B. The Grantee shall provide the specific services, deliverables, and objectives specified in the approved SOW and any subsequent formal amendments approved in writing as required pursuant to this agreement.
- C. The Grantee shall cooperate with CDPH or its designee by participating in meetings and/or site visits as CDPH may deem necessary to monitor Grantee compliance with the agreement.

2. Project Representative

A. The project representatives during the term of this agreement will be:

<p>California Department of Public Health CDPH Grant Manager: Sarita Lee Telephone: (916) 445-2547 Fax: (916) 449-5414 E-mail: sarita.lee@cdph.ca.gov</p>	<p>Stanislaus County Health Services Agency Project Director: Elaine Emery Telephone: (209) 525-4804 Fax: (209) 558-1242 E-mail: eemery@schsa.org</p>
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B. Direct all inquiries to:

<p>California Department of Public Health <i>Network for a Healthy California</i> Attention: Melissa Meade, Chief Administration Operations Section 1616 Capitol Avenue, Suite 74.516, MS 7204</p> <p>P.O. Box 997377, MS 7204 Sacramento, CA 95899-7377</p> <p>Telephone: (916) 449-5409 Fax: (916) 449-5414 E-mail: melissa.meade@cdph.ca.gov</p>	<p>Stanislaus County Health Services Agency</p> <p>Attention: Elaine Emery, Project Director</p> <p>c/o Grants Unit</p> <p>PO Box 3310 Modesto, CA 95358</p> <p>Telephone: (209) 525-4804 Fax: (209) 558-1242 E-mail: eemery@schsa.org</p>
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C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement.

Exhibit A
Scope of Work

3. Grantee Requirements

The Grantee shall comply with the guidelines for the development of all education materials as outlined in the Network Local Projects Guidelines Manual. These Guidelines have been incorporated into this agreement and made a part hereof by reference in Exhibit E, Additional Provisions, paragraph 1. Without limitation, the Grantee shall comply with the following requirements:

- A. Submit any news release related to this agreement to the State for review prior to its release.
 - B. The Grantee agrees to cooperate with the State in data collection related to evaluation of program effectiveness as requested in the manner, format, and timeline prescribed by the State. Data shall include, at a minimum, demographic descriptions of the population served, audience reach, and items to measure program effectiveness. The data shall be submitted in the required form prescribed by the State.
 - C. The Grantee agrees to cooperate with the State in the review and, when appropriate, the field testing of statewide evaluation instruments and newly developed educational materials.
 - D. The Grantee shall ensure that the USDA SNAP-Ed is clearly identified as a sponsor or support organization on all materials and products funded by the agreement (electronic, print, audiovisual, media, etc.). The Grantee agrees to abide by the guidelines set for usage of the *Network* logos on any products generated by the Grantee.
 - E. The Grantee agrees to cooperate with the State by participating in statewide meetings and site visits, as deemed necessary by the State.
4. See the following pages for a detailed description of the services to be performed.

**EXHIBIT A Grant Name: Stanislaus County Health Services Agency
Scope of Work Grant Number: 12-10184**

GOAL 1: The target population (Supplemental Nutrition Assistance Program-Education (SNAP-Ed)/Nutrition Education and Obesity Prevention (NEOP) participants and those eligible up to 185% Federal Poverty Level (FPL)) is empowered and enabled to select healthy foods and beverages and increase physical activity through nutrition education, social marketing and environmental supports.

Objective 1: (Infrastructure) Annually, grantees will complete and submit all required reports and forms on or before each deadline, comply with all onsite and desk reviews, and participate in a minimum of five *Network*-sponsored community events and trainings.

Social Ecological Model:

Individual Interpersonal: Social Groups Institutional/Organizational Community Policy/Environmental

Activities	Responsible Party	Deliverables	Timeframe
1. Complete all mandatory documentation such as Survey Monkeys, the Semi-Annual Progress Report, Annual Progress and Final Reports, which includes progress reports, progress report narratives, labeled attachments and deliverables, and completed Education Administrative Reporting System (EARS) Activity Tracking Forms (ATF) on or before due date each grant year.	Project Coordinator	Documents completed and submitted to <i>Network</i>	10/01/2012-9/30/2016 Semi Annual reports due on April 15 each year Annual reports due on September 30 of each year
2. Comply with all requests from Grant and Program Managers including programmatic and fiscal onsite or desk reviews. Upon request, provide documentation to the <i>Network</i> and follow protocols to ensure compliant with requirements.	Program Manager	Documents upon request Onsite request	10/01/2012-9/30/2016
3. Comply with all requests from Grant Compliance Monitoring Unit (CCMU) Reviews bi-annually including responding to CCMU Reports and Correction Action Plans (CAPs).	Program Manager	Document preparation Onsite review CAP	10/01/2012-9/30/2016

EXHIBIT A
Scope of Work**Grant Name: Stanislaus County Health Services Agency**
Grant Number: 12-10184

Activities	Responsible Party	Deliverables	Timeframe
4. All grantees receiving funds over \$200,000 are recommended to sub-grant with local entities in FFY 2013 such as: a. School channels b. Local city governments and c. Community-based organizations (CBOs) To provide nutrition education and obesity prevention strategies to low-income population particularly reaching ethnic groups with health disparities.	Sub-grantee A	Sub-grantee bidding documentation Sub-grantee agreement	10/01/2012-9/30/2013
5. By April 1, 2013, all grantees receiving funds over \$200,000 are required to have funding opportunities available for sub-grantees (35%-50% of total grant) such as: a. School channels b. Local city governments and c. Community-based organizations (CBOs)	Sub-grantee A	Sub-grantee bidding documentation Sub-grantee agreement	4/01/2013
6. By October 1, 2013, all sub-grantees must be in place and fully implementing nutrition education obesity prevention strategies to low-income population particularly reaching ethnic groups with health disparities.	Sub-grantee A	Sub-grantee bidding documentation Sub-grantee agreement	10/1/2013
7. Comply with the United States Department of Agriculture (USDA) regulations and guidelines to ensure all activities are allowable and appropriately documented. Must submit updated USDA Plan documents annually. Comply with the <i>Network Guideline Manual</i> and Program Letter updates.	Project Coordinator	Documents (on file)	10/01/2012-9/30/2016

**EXHIBIT A Grant Name: Stanislaus County Health Services Agency
Scope of Work Grant Number: 12-10184**

Activities	Responsible Party	Deliverables	Timeframe
<p>8. Participate in ongoing local activities supporting statewide social marketing campaign. Provide nutrition education/physical activity promotion resources to local programs, including collaboration with the following existing programs:</p> <ul style="list-style-type: none"> a. University of California Cooperative Extension CalFresh Education Program b. Supplemental Nutrition Assistance Program (SNAP/CalFresh) c. SNAP-Ed funded projects d. Local social services agency and e. Organizations conducting CalFresh outreach and nutrition education and obesity prevention efforts when appropriate. 	Project Coordinator, Health Educator/Nutritionist	Record of participation in activities	Report Annually: 10/01/2012-9/30/2016
<p>9. Annually, attend a minimum of five <i>Network</i>-sponsored meetings, trainings and conferences that may include the following:</p> <ul style="list-style-type: none"> a. Community Engagement trainings b. Regional Network Collaborative meetings c. <i>Network</i> Conference and other <i>Network</i>-sponsored regional trainings d. California Conference of Local Health Department Nutritionists (CCLHDN) annual conference e. <i>Rethink Your Drink</i> trainings f. <i>Communities of Excellence in Nutrition, Physical Activity and Obesity Prevention (CX³)</i> trainings g. Non-<i>Network</i> sponsored trainings pre-approved by the <i>Network</i> Program Manager (PM). 	Project Coordinator and Health Educator/Nutritionist	Copies of agendas, Record of participation	Report Annually: 10/01/2012-9/30/2016
<p>10. Attend Geographic Information Systems (GIS) basic or advanced trainings offered by the <i>Network</i>. Apply GIS as a tool to strategically plan interventions in qualifying community sites.</p>	Project Coordinator and Health Educator/Nutritionist	Record of participation site list	Report Annually: 10/01/2012-9/30/2016

**EXHIBIT A Grant Name: Stanislaus County Health Services Agency
Scope of Work Grant Number: 12-10184**

Activities	Responsible Party	Deliverables	Timeframe
<p>11. Report community changes that have been directly influenced by SNAP-Ed intervention. Describe the impact they have had on providing access to healthy foods, beverages and physical activity (PA) to the target population. Report findings by way of online database or other mechanism provided by the <i>Network</i>.</p>	Project Coordinator	Template form	Report Annually: 10/01/2012- 9/30/2016
<p>12. Develop and sustain at least one partnership with each of the following:</p> <ul style="list-style-type: none"> a. Ethnic communities b. Local city governments c. Community-based organizations (CBOs) and d. School channels. e. Healthcare partnerships such as federally-qualified health centers <p>Report Semi-Annually and annually names of partners, roles or partners, types of partners (hunger, equity, minority, low-income, faith, business, public sector, community leaders and/or other).</p>	Project Coordinator, Health Educator/Nutritionist and Sub-grantee A	Partnership spreadsheet Dated log of contacts	Report Annually: 10/01/2012- 9/30/2016
<p>13. Complete Local Health Department (LHD) Infrastructure Assessment tool provided by the <i>Network</i> by the second quarter of the first grant year to assess county needs.</p>	Project Coordinator	Completed LHD Assessment tool	3/31/2013 Semi Annual reports due on April 15 each year

GOAL 1: The target population (Supplemental Nutrition Assistance Program-Education (SNAP-Ed)/Nutrition Education and Obesity Prevention (NEOP) participants and those eligible up to 185% Federal Poverty Level (FPL)) is empowered and enabled to select healthy foods and beverages and increase physical activity through nutrition education, social marketing and environmental supports.

Objective 2: (Process) Annually, the County Nutrition Action Plan (CNAP) team will convene at least four times to implement the CNAP through coordinated partnerships, which include Food and Nutrition Service (FNS) three to five funded and two to three unfunded partners, to develop a plan of action that increase consistent nutrition messaging and access across all programs.

Social Ecological Model:

Individual Interpersonal: Social Groups Institutional/Organizational Community Policy/Environmental

Activities	Responsible Party	Deliverables	Timeframe
<p>1. Grantee will meet with CalFresh county director or designee quarterly to coordinate an optimal plan of action providing nutrition education and other resources to CalFresh recipients and eligibles. Grantee will establish on-going communication throughout the year maintaining the relationship.</p> <p>a. Develop or strengthen relationship with local social service CalFresh agencies to discuss food security, education and health issues</p> <p>b. Identify a series of joint activities to coordinate nutrition education and obesity prevention across the county</p> <p>c. Connect with at least one CalFresh outreach/community partner quarterly to collaborate and coordinate at least one outreach and nutrition education activity or event</p>	Project Coordinator and Sub-grantee A	<p>Copies of agendas (on file), Record of participation</p> <p>List of joint activities</p> <p>Four events ATF</p>	<p>Report Annually: 10/01/2012- 9/30/2016</p>

**EXHIBIT A
Scope of Work**

**Grant Name: Stanislaus County Health Services Agency
Grant Number: 12-10184**

Activities	Responsible Party	Deliverables	Timeframe
<p>2. Convene CNAP group (or other existing nutrition education obesity prevention group) at a minimum of four times per year to implement the plan of action. Coordinate USDA food program interventions and efforts to increase food security in the target population.</p> <p>a. Include FNS funded and unfunded interested partners serving the target population in the areas of food programs, nutrition education and outreach such as SNAP, UC CalFresh Nutrition Education Program, Women Infants and Children Supplemental Nutrition Program (WIC), and Child Nutrition Programs (Summer meals, Child and Adult Care Food Program (CACFP), school breakfast and lunch programs</p> <p>b. Coordinate nutrition education messages with CalFresh outreach efforts throughout the county for the various USDA food programs; CalFresh, WIC, and Child Nutrition Programs</p> <p>c. In funded Community Transformation Grant (CTG) counties include CTG partners to coordinate and complement efforts in designated counties</p> <p>d. Identify existing resources and assets of organizations in counties promoting CNAP priorities</p>	Project Coordinator	List of collaborating members, Meeting agendas	Report Annually: 10/01/2012-9/30/2016
<p>3. Apply public health approaches to identify, track, and promote existing policies in the county related to access to healthy foods and beverages and physical activity.</p>	Project Coordinator, Health Educator/Nutritionist and Sub-grantee A	Summary of efforts template	Report Annually: 10/01/2012-9/30/2016

**EXHIBIT A
Scope of Work**

**Grant Name: Stanislaus County Health Services Agency
Grant Number: 12-10184**

Activities	Responsible Party	Deliverables	Timeframe
<p>4. Apply multi-level approaches to advance and market a minimum of one nutrition and obesity prevention intervention annually that relates to the County Nutrition Action Plan. Multi-level approaches shall benefit the recipients of the FNS programs by providing access to healthy foods, beverages and/or PA. Submit a CNAP plan of action for review and approval to the <i>Network PM</i>. Strategies may include:</p> <ul style="list-style-type: none"> a. Increase access to farmer's markets through location, Electronic Benefit Transfer (EBT) and WIC coupon acceptance to increase consumption of fresh fruits and vegetables b. Increase Farm to Fork efforts in qualified schools, work places and community organizations, etc. to increase access to fresh fruits and vegetables c. Improve access to FNS programs such as school breakfast, lunch and summer meals, CalFresh and WIC d. Promote access to physical activity facilities through joint use policies e. Promote access to healthy foods and beverages f. Establish gardens in eligible community sites such as schools or public housing 	Project Coordinator	Copy of the County Nutrition Action Plan	Report Annually: 10/01/2012-9/30/2016
<p>5. Report the following results:</p> <ul style="list-style-type: none"> a. CNAP strategic plan b. Challenges and successes of implementing CNAP plan c. The upcoming direction of the counties coordination with CalFresh and other CNAP partners for the following fiscal year including roles, commitments, and timelines for plan of action. 	Project Coordinator	Copy of the County Nutrition Action Plan, Other strategic reports	Report Annually: 10/01/2012-9/30/2016

**EXHIBIT A
Scope of Work**

**Grant Name: Stanislaus County Health Services Agency
Grant Number: 12-10184**

Activities	Responsible Party	Deliverables	Timeframe
<p>6. Maintain county collaborative and meet at the minimum four times per year. Collaborate and coordinate with the CNAP and provide train the trainer opportunities to promote the CNAP nutrition and obesity prevention intervention to additional funded and unfunded partners. (optional, only include in counties that have a single county collaborative)</p>	<p>N/A</p>	<p>Collaborative meeting agendas</p>	<p>Report Annually: 10/01/2012- 9/30/2016</p>

**EXHIBIT A Grant Name: Stanislaus County Health Services Agency
Scope of Work Grant Number: 12-10184**

GOAL 1: The target population (Supplemental Nutrition Assistance Program-Education (SNAP-Ed)/Nutrition Education and Obesity Prevention (NEOP) participants and those eligible up to 185% Federal Poverty Level (FPL)) is empowered and enabled to select healthy foods and beverages and increase physical activity through nutrition education, social marketing and environmental supports.

Objective 3: (Process) By September 30, 2016, complete the *Communities of Excellence in Nutrition, Physical Activity and Obesity Prevention (CX³)* neighborhood assessment or reassessment process in five SNAP-Ed-eligible neighborhoods.

Social Ecological Model:

Individual Interpersonal: Social/Groups Institutional/Organizational Community Policy/Environmental

Activities	Responsible Party	Deliverables	Timeframe
<p>1. CX³ Training/Meetings: Participate in all <i>Network</i>-sponsored CX³ assessment related trainings and meetings:</p> <ul style="list-style-type: none"> a. CX³ orientation, b. Geographic Information System (GIS) mapping c. Survey/Field work, d. Data collection on reading your data e. Others as needed <p>The trainings shall prepare for the neighborhood assessment of the food and physical activity environment including:</p> <ul style="list-style-type: none"> a. Walkability assessments b. Access to healthy foods c. Opportunities for PA, d. Identify food deserts in the eligible community etc. 	<p>Project Coordinator and Health Educator/ Nutritionist</p>	<p>Training/meeting agendas, certificate of completions</p>	<p>10/1/2015-9/30/2016</p>
<p>2. Provide at least three CX³ presentations to a variety of the target stakeholders explaining the project, encourage participation, and utilization of data. Stakeholders include: health department leadership, community organizations (e.g., coalitions, collaborative), and events with neighborhood residents, city/county officials.</p>	<p>Health Educator/ Nutritionist</p>	<p>Presentation Outline(s)</p>	<p>10/1/2015-3/31/2016</p>

**EXHIBIT A
Scope of Work**

**Grant Name: Stanislaus County Health Services Agency
Grant Number: 12-10184**

Activities	Responsible Party	Deliverables	Timeframe
<p>3. Tier 1 (GIS mapping)—identify qualifying neighborhoods:</p> <p>a. Identify five qualifying neighborhoods using the <i>Network's</i> GIS, complete Tier 1 mapping worksheet using GIS and other on-line data sources, and share with appropriate stakeholders.</p> <p>Note: reassessing grantees are required to re-survey all neighborhoods where interventions are conducted as a result of CX³ findings.</p>	<p>Project Coordinator</p>	<p>Completed mapping worksheet submitted to <i>Network</i> Program Manager and CX³ team</p> <p>List of stakeholders</p>	<p>10/1/2015-3/31/2016</p>
<p>4. Tier 2 (Field work/surveying) - assessing and reassessing</p> <p>a. Organize health department staff and community partners to assist in the CX³ neighborhood data collection using CX³ tools and methods, and analyze, interpret and share local data and information</p> <p>b. Conduct trainings of surveyors, which should include the involvement of adult and youth community members from qualifying neighborhoods, as well as community leaders. Oversee Tier 2 field work utilizing all appropriate CX³ surveys and tools. Organize survey data, provide to the <i>Network</i> CX³ team for analysis</p> <p>c. After receipt of data analysis, complete all template Communications Tools for each neighborhood surveyed</p>	<p>Health Educator/ Nutritionist and Community HealthWorker</p>	<p>Training agendas, Sign-in sheets</p> <p>Completed Tier 2 data surveys,</p> <p>Data analysis</p> <p>Communication tools</p>	<p>10/1/2015-9/30/2016</p>

**EXHIBIT A Grant Name: Stanislaus County Health Services Agency
Scope of Work Grant Number: 12-10184**

GOAL 1: The target population (Supplemental Nutrition Assistance Program-Education (SNAP-Ed)/Nutrition Education and Obesity Prevention (NEOP) participants and those eligible up to 185% Federal Poverty Level (FPL)) is empowered and enabled to select healthy foods and beverages and increase physical activity through nutrition education, social marketing and environmental supports.

Objective 4: By September 30, 2016, prioritize identified problem areas based on CX³ findings and feedback from at least three community forums to reach 75 community members, and utilize to develop and implement at least three to five *Network* allowable interventions with environmental supports.

Social Ecological Model:

Individual Interpersonal: Social/Groups Institutional/Organizational Community Policy/Environmental

Activities	Responsible Party	Deliverables	Timeframe
<p>1. Using communications tools (e.g., fact sheets, briefs) present findings to a variety of stakeholders, involving community members where appropriate.</p> <p>a. Host three – five nutrition education obesity prevention community forums/town halls reaching at least 75 neighborhood residents or individuals from the target population to review CX³ findings and determine greatest areas of concern as well as provide dynamic nutrition education obesity prevention strategies</p> <p>b. Provide CX³ findings to all relevant city/county level departments and officials (e.g., planners, etc.) where data on the CX³ neighborhoods would guide/inform decisions and promote increased access to healthy food</p> <p>c. Identify potential neighborhood Champions including Champion retail food sources for future intervention work and campaigns</p> <p>d. As relevant, share CX³ findings with local media to highlight areas of concern and opportunities for action (e.g. newspaper, television)</p>	<p>Project Coordinator and Health Educator/ Nutritionist</p>	<p>Forum/Town hall Agenda</p> <p>List of county/city officials with contact dates</p> <p>List of Champions</p> <p>CX³ Media highlights</p>	<p>10/01/2015-09/30/2016</p>
<p>2. Create and submit CX³ Implementation Strategy Narrative to <i>Network</i> Program Manager for review and approval prior to implementation.</p>	<p>Project Coordinator</p>	<p>Strategic Narrative submitted to <i>Network</i> Program Manager</p>	<p>8/01/2016-9/30/2016</p>

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Activities	Responsible Party	Deliverables	Timeframe
3. Implement and market nutrition and obesity prevention strategies using public health approaches and <i>Network</i> allowable interventions implemented in the eligible neighborhoods.	Project Coordinator and Health Educator/Nutritionist	Promotion plan of action	Report Annually: 10/01/2012-09/30/2015

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GOAL 1: The target population (Supplemental Nutrition Assistance Program-Education (SNAP-Ed)/Nutrition Education and Obesity Prevention (NEOP) participants and those eligible up to 185% Federal Poverty Level (FPL)) is empowered and enabled to select healthy foods and beverages and increase physical activity through nutrition education, social marketing and environmental supports.

Objective 5: (Process) Collaborate with three community groups and four other organizations to engage 75 neighborhood members to identify at least two food and beverage strategies in three qualifying communities to increase access and consumption of healthy foods and beverages.

Social Ecological Model:

Individual Interpersonal: Social Groups Institutional/Organizational Community Policy/Environmental

Activities	Responsible Party	Deliverables	Timeframe
<p>1. Collaborate with new partners to form a sub group of the CNAP or independent food council. Meet at least four times per year to improve the food and nutrition environment in the designated county. Examples of key partners include:</p> <ul style="list-style-type: none"> a. Agriculture Commission b. Hunger Advocates c. Social Justice groups d. Residents e. Youth 	Project Coordinator and Sub-grantee A	List of members, Summary of meeting results	Report Annually: 10/01/2012-9/30/2016
<p>2. Through CX³ assessment in qualifying neighborhoods identify gaps in access and consumption of healthy foods and beverages and physical activity opportunities.</p>	Project Coordinator and Health Educator/Nutritionist	Assessment results	10/01/2015-3/31/2016

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<p>3. Host at least one county health forum to address primary prevention of diseases through healthier eating patterns and more physical activity. Recruit community leaders and members to participate in the forum from schools, after schools, worksites, CalFresh and WIC offices, faith-based channels etc. Some strategies may include:</p> <ul style="list-style-type: none"> a. Identify health disparities in communities related to nutrition and physical activity barriers and propose solutions b. Increase awareness of existing food policies in qualifying neighborhoods c. Use CX³ assessment findings to promote the need for farmers markets to increase access to fresh fruits and vegetables, increased healthy food availability in corner stores, healthier options at local worksites, schools and churches and increased access to physical activity opportunities in qualifying neighborhoods. 	Project Coordinator and Health Educator/Nutritionist	Flyers, Agenda, Summary of meeting results	<p>10/01/2012-3/31/2013</p> <p>10/01/2014-3/31/2015</p> <p>Semi Annual reports due on April 15 each year</p>
<p>4. Provide technical assistance to neighborhood members on strategies to increase access and consumption of healthy foods and beverages and physical activity opportunities such as:</p> <ul style="list-style-type: none"> a. Data interpretation, i.e. CX³ findings b. Nutrition education and obesity prevention resources and classes c. Healthy food and beverage promotion plans d. Successful community models e. Guidance on joint use policies 	Project Coordinator, Health Educator/Nutritionist and Sub-grantee A	TA log ATF/EARS	3/31/2013-09/30/2014
<p>5. Provide technical assistance (TA) to neighborhood members through educational and social marketing strategies. Some strategies may include:</p> <ul style="list-style-type: none"> a. Youth Engagement b. Peer to Peer education c. Social Marketing Campaigns d. Establishing community gardens and/or farmers markets 	Project Coordinator, Health Educator/Nutritionist and Sub-grantee A	TA log ATF/EARS	10/01/2013-9/30/2014

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Activities	Responsible Party	Deliverables	Timeframe
6. Provide technical assistance to neighborhood members for monitoring and evaluating neighborhood changes.	Project Coordinator and Sub-grantee A	Summary of changes	10/01/2014-9/30/2015

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GOAL 1: The target population (Supplemental Nutrition Assistance Program-Education (SNAP-Ed)/Nutrition Education and Obesity Prevention (NEOP) participants and those eligible up to 185% Federal Poverty Level (FPL)) is empowered and enabled to select healthy foods and beverages and increase physical activity through nutrition education, social marketing and environmental supports.

Objective 6: (Process) Annually, a minimum of 500 unduplicated SNAP-Ed-eligible individuals in the community will participate in three to five evidence-based nutrition-education classes designed to increase consumption of healthy foods and improve self-efficacy to promote change at the individual, family and organizational level.

Social Ecological Model:

Individual Interpersonal: Social Groups Institutional/Organizational Community Policy/Environmental

Activities	Responsible Party	Deliverables	Timeframe
1. Assess the attitudes, knowledge, beliefs and skills related to nutrition education and develop a plan of action. Specifically focused on increasing the access and consumption of healthy foods, <i>Harvest of the Month</i> , My Plate, the 2010 Dietary Guidelines for Americans (DGAs), and the needs of the target population.	Health Educator/ Nutritionist	Results of the Assessment, Plan of Action	Report Annually: 10/1/2012-9/30/2016
2. Make preparations for conducting a minimum of three to five nutrition education classes. If classes are utilized as part of the Impact/Outcome Evaluation, a minimum of a five-class series is required. Each class will include skill-based lessons/activities, such as cooking activities, label reading etc. Each class will use <i>Network</i> -approved materials and follow 2010 Dietary Guidelines. Preparations may include: a. Organizing materials, b. Selecting class assessment survey c. Purchasing food samples	Health Educator/ Nutritionist and Community Health Worker	Copies of lesson plans	Report Annually: 10/1/2012-9/30/2016
3. Train staff to conduct nutrition education classes. Attend <i>Network</i> training if using the <i>Network Toolbox for Community Educators</i> .	Health Educator/ Nutritionist	Training agenda, List of materials discussed	Report Annually: 10/1/2012-9/30/2016

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Activities	Responsible Party	Deliverables	Timeframe
<p>4. Recruit participants through Champion Moms, Community-Based Organizations (CBOs), CalFresh offices, schools, WIC or other CNAP partners to increase participation in classes. Recruit ethnic minorities, (Latinos, African Americans, Native Americans and Asian Pacific Islanders) with health disparities to attend classes that are linguistically and culturally appropriate. Select priority groups based on your Project Synopsis and LHD infrastructure assessment.</p>	<p align="center">Health Educator/ Nutritionist and Community Health Worker</p>	<p>Documentation of recruitment efforts</p>	<p align="center">Report Annually: 10/1/2012-9/30/2016</p>
<p>5. Conduct three to five nutrition education classes to reach minimum of 500 unduplicated SNAP-Ed-eligible individuals.</p>	<p align="center">Health Educator/ Nutritionist and Community Health Worker</p>	<p>Sign-in sheets (on file), three to five of classes taught, Unduplicated # 500 participants, ATF</p>	<p align="center">Report Annually: 10/1/2012-9/30/2016</p>

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Activities	Responsible Party	Deliverables	Timeframe
<p>3. Prepare for each event by identifying target audience, organizing materials and intervention strategies to be used, training staff, selecting Network Research and Evaluation Section (RES)-approved method of event evaluation, and promotion methods of event such as use of flyers and update of webpage.</p>	<p>Project Coordinator and Health Educator/Nutritionist and Community Health Worker</p>	<p>Samples of materials, flyers, website. Training sign in sheets, Event planning outline</p>	<p>Report Annually: 10/1/2012-9/30/2016</p>
<p>4. Purchase local media buys (bus shelters, billboards, radio ads) of reviewed and approved messages in GIS identified qualifying neighborhoods to create a stronger media presence in local markets. (optional and funds must be included in budget)</p>	<p>Project Coordinator</p>	<p>Paid Media ads</p>	<p>Report Annually: 10/1/2012-9/30/2016</p>
<p>5. The local health department lead staff will provide local countywide coordination and designated spokesperson for all <i>Network</i>-funded events and interventions covered by local media throughout the county jurisdiction in conjunction with other SNAP-Ed funded projects. (optional if conducting extensive media in county)</p>	<p>Project Coordinator</p>	<p>Media log</p>	<p>Report Annually: 10/1/2012-9/30/2016</p>

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Activities	Responsible Party	Deliverables	Timeframe
<p>4. Provide nutrition education promoting healthy beverage options at least four times during the course of the grant year to SNAP-Ed-eligible adults. Sample activities may include:</p> <ul style="list-style-type: none"> a. Instruction on <i>Rethink Your Drink</i> nutrition education lessons and optional taste testing of healthy beverages <ul style="list-style-type: none"> i. Include education of the sugar content of beverages ii. Benefits and safety of drinking water b. Strategically display <i>Rethink Your Drink</i> nutrition education materials: posters, pamphlets, flyers, etc. to reach target audience. c. Host a Healthy Beverage interactive booth, exhibit, display or table at qualifying events; reference the <i>Community Events Manual</i> as a guide d. Use template state developed <i>Rethink Your Drink</i> media pieces such as press releases, articles, etc. in local publications that reach the target audience e. Provide guidance for organizational policies and environmental supports for activities promoting healthy beverage options in qualifying settings to county and community programs <p>Note: all nutrition education materials must be approved by the <i>Network</i> prior to distribution, with preference for use of existing State <i>Network Rethink Your Drink</i> branded materials.</p>	<p>Health Educator/Nutritionist and Community Health Worker</p>	<p>Flyers, Lesson Plans, Photos</p>	<p>Report Annually: 10/1/2012-9/30/2016</p>

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Activities	Responsible Party	Deliverables	Timeframe
<p>5. Identify priorities and develop a list of environmental support strategies with local partners to increase and promote access to healthy beverage options through public health approaches. Submit summary of local strategies to PM for review and approval. Some strategies may include:</p> <ul style="list-style-type: none"> a. Collaborate with local school district to update their wellness policy to reduce access to sugar-sweetened beverages and provide more healthy beverage options in appropriate serving sizes on campus b. Reduce sugar-sweetened beverages (SSBs) from county welfare offices, public housing units, city parks and recreational facilities and/or school vending machines in eligible settings serving low-income populations and provide healthy beverage alternatives in appropriate serving sizes c. Encourage partners to provide free drinking water to the public in common areas at such eligible venues: <ul style="list-style-type: none"> i. city and county facilities, ii. worksites, schools, iii. preschools, iv. afterschool programs v. community organizations d. Collaborate with local youth serving organizations working with low-income populations (such as parks and rec, sports leagues, booster clubs, etc.) to ensure that healthy beverages are available at community events for purchase e. Encourage organizations to seek healthy beverage sponsorships 	Project Coordinator	Summary of local strategies	Report Annually: 10/1/2012-9/30/2016
<p>6. Advance and market the minimum of one environmental support strategy in an eligible local setting serving the low-income population that increases healthy beverage options and enhances the <i>Rethink Your Drink</i> campaign efforts.</p>	Project Coordinator	Local strategies implemented	Report Annually: 10/1/2012-9/30/2016

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Activities	Responsible Party	Deliverables	Timeframe
7. Conduct evaluation activities, to assess all <i>Rethink Your Drink</i> efforts which may include: a. Obtaining input from intermediaries via electronic or printed surveys b. Conducting informal consumer testing of new materials, and/or implementing brief consumer surveys	Project Coordinator	Analysis of Survey results (includes future revisions needed)	Report Annually: 10/1/2012-9/30/2016

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GOAL 1: The target population (Supplemental Nutrition Assistance Program-Education (SNAP-Ed)/Nutrition Education and Obesity Prevention (NEOP) participants and those eligible up to 185% Federal Poverty Level (FPL)) is empowered and enabled to select healthy foods and beverages and increase physical activity through nutrition education, social marketing and environmental supports.

Objective 9: (Formative, Outcome) By September 30, 2016, create an evaluation plan and annually modify the plan based on the previous year's evaluation results and compile a final report on two targeted nutrition education and obesity prevention interventions that include environmental support; one focusing on reducing consumption of sugar sweetened beverages and the other focusing on increasing access and consumption of healthy foods through formative, process and outcome evaluations.

Social Ecological Model:

Individual Interpersonal: Social Groups Institutional/Organizational Community Policy/Environmental

Activities	Responsible Party	Deliverables	Timeframe
<p>1. Based on Plan developed in collaboration with <i>Network</i> Research and Evaluation consultant and Program Manager, determine, develop, and implement evaluation method appropriate to the stage of the intervention the organization has chosen to focus their work on for two (2) significant targeted interventions: one each in the areas of reducing consumption of sugar sweetened beverage and increasing access to healthy fresh food (see Baseline Objectives 8.5, 8.6 and 2.4). Mixed methods may be used. In Year 1, the evaluation will be formative, although as the work progress, it will be possible to generate outcomes (see Activity 5). The first year's work cannot begin until the grantee has identified the topics for change including the community engagement process.</p>	<p>Project Coordinator and Sub-grantee C</p>	<p>Annual evaluation plan An evaluation instrument (s) — structured interview, moderator's guide, survey, etc.</p>	<p>Report Annually: Year 1 Plan and Instrument 10/1/2012-2/28/2013 Successive Years 10/1/2013 10/1/2014 10/1/2015</p>

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Activities	Responsible Party	Deliverables	Timeframe
<p>2. Implement initial method for assessing status of each key intervention effort. The method may be key informant interview, focus group, observation, policy record, public opinion poll, knowledge survey, or other type of survey that will give you the baseline you need to move forward with change.</p>	<p>Project Coordinator and Sub-grantee C</p>	<p>Year 1 Report of findings from initial baseline evaluation instrument; description of status of topic in the community; recommendations for direction of policy work on the topic</p> <p>Successive years Report of evaluation findings; status; recommendations</p>	<p>Report Annually:</p> <p>Year 1 3/1/2013-5/1/2013 3/1/2014-5/1/2014 3/1/2015-5/1/2015 3/1/2016-5/1/2016</p>
<p>3. Use evaluation results to update and modify targeted intervention Plans of Action. (Objective 2, Activity 4 and Objective 8, Activity 7)</p>	<p>Project Coordinator</p>	<p>Policy Plans of Action for both interventions</p>	<p>Report Annually:</p> <p>6/1/2013-9/30/2015</p>
<p>4. Report results of the year's two in-depth targeted intervention evaluation projects. A template will be provided by the Research and Evaluation Section.</p>	<p>Sub-grantee C</p>	<p>Interim report of findings from evaluation with description of changes, challenges, and plans regarding proceeding evaluation intervention steps.</p>	<p>Report Annually:</p> <p>9/1/2013-9/30/2013 9/1/2014-9/30/2014 9/1/2015-9/30/2015</p>

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Activities	Responsible Party	Deliverables	Timeframe
<p>5. Based on Plan developed with <i>Network</i> Research and Evaluation consultant and Program Manager, determine, develop, and implement evaluation method appropriate to monitor implementation and evaluate outcome of work on the two targeted interventions. Develop evaluation questions to assess the reach, adoption, and fidelity of implementation of the intervention components and core elements (process measures), as well as the effect (outcome). Two final reports must be done 9/1/16-9/30/16. If implementation has not occurred, the report should be directed at describing challenges and strategies for addressing them and offer alternative solutions for achieving the same goals as the unsuccessful targeted intervention. A final report structure will be provided by the Research and Evaluation Section.</p>	<p>Sub-grantee C</p>	<p>Final policy evaluation report</p>	<p>Final Report: 9/1/16- 9/30/16</p>

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GOAL 1: The target population (Supplemental Nutrition Assistance Program-Education (SNAP-Ed)/Nutrition Education and Obesity Prevention (NEOP) participants and those eligible up to 185% Federal Poverty Level (FPL)) is empowered and enabled to select healthy foods and beverages and increase physical activity through nutrition education, social marketing and environmental supports.

Objective 10: (Process) Annually, a minimum of three to five Peer Educators will be recruited from the SNAP-Ed-eligible members in the community to reach a minimum of 75 – 250 peers in a minimum of three nutrition education/obesity prevention class series promoting food security as well as individual, family and organizational changes.

Social Ecological Model:

Individual Interpersonal: Social Groups Institutional/Organizational Community Policy/Environmental

Activities	Responsible Party	Deliverables	Timeframe
<p>1. Recruit Peer Educators in qualified communities from:</p> <ul style="list-style-type: none"> a. Skill-based nutrition education/obesity prevention series classes b. CBO participants c. CalFresh offices d. CNAP partners e. Community based health centers f. Faith-based organizations g. Parents at early childcare sites h. School/afterschool sites. <p>Target ethnic specific minorities with health disparities identified in the LHD Infrastructure Assessment.</p>	Sub-grantee A	Documentation of recruitment efforts.	Report Annually: 10/1/2012-9/30/2016
<p>2. Participate in all required <i>Network</i> training related to Peer-to-Peer Education.</p>	Health Educator/ Nutritionist	Agendas	Report Annually: 10/1/2012-9/30/2016
<p>3. Project Coordinator and one Peer Educators will attend, in person, a one- to two-day training provided by the <i>Network</i>. The training will share different peer-to-peer models and best practices.</p>	Health Educator and Sub-grantee E	Training agenda	Report Annually: 10/1/2012-9/30/2016
<p>4. Peer Educators will promote and conduct at least three education series to reach a minimum of 75 unduplicated SNAP-Ed-eligible individuals.</p>	Sub-grantee E	Class sign in sheets, approved lesson plans	Report Annually: 10/1/2012-9/30/2016

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Activities	Responsible Party	Deliverables	Timeframe
5. Contact and invite local CalFresh outreach organizations to attend at least one education session in the series providing information on how to apply for the CalFresh program.	Sub-grantee A and Sub-Grantee E	Participation Log	Report Annually: 10/1/2012-9/30/2016
6. Provide, at least three times a year, ongoing technical assistance to Peer Educators including modeling classes, assessment of teaching techniques, selection of venues, observation of presentations etc.	Health Educator/Nutritionist and Sub-grantee A	Technical Assistance log Observation Report	Report Annually: 10/1/2012-9/30/2016

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GOAL 1: The target population (Supplemental Nutrition Assistance Program-Education (SNAP-Ed)/Nutrition Education and Obesity Prevention (NEOP) participants and those eligible up to 185% Federal Poverty Level (FPL)) is empowered and enabled to select healthy foods and beverages and increase physical activity through nutrition education, social marketing and environmental supports.

Objective 11: (Impact/Outcome) Annually, conduct and report on Impact Outcome Evaluation (IOE) to assess change in healthy food and beverage consumption and related factors such as perceived benefits of eating healthier foods and beverages, perceived control, self-efficacy, readiness to consume healthier foods and beverages, and perceived diet quality among a group of at least 100 adults.

Social Ecological Model:

- Individual Interpersonal: Social Groups Institutional/Organizational Community Policy/Environmental

Activities	Responsible Party	Deliverables	Timeframe
1. LHD grantee can apply this objective to work done to meet Baseline Objective 6 if it is reasonably expected that sufficient participants will be taking part to demonstrate statistically significant results (n = 100 or more). Identify population for Outcome/Impact Evaluation. Determine if project will include a control group (also n of near 100). Develop Impact Outcome Evaluation (IOE) plan with Research and Evaluation staff. (This work may be done in proposal)	Project Coordinator and Sub-grantee C	Description of IOE Plan	10/1/2012-11/30/2012
2. Administer <i>Network</i> Food Behavior Checklist, Fruit and Vegetable Checklist, or Rethink Your Drink surveys for adults (depending on the intervention) or <i>Network</i> Youth (children to grade 8), or <i>Network</i> High School Survey or Rethink Your Drink survey (high school) to target audience at intervention sites, using identification numbers (not names) to protect participant privacy. Pre-tests are to be administered prior to intervention, and post-tests afterwards to measure change in consumption and related factors. If desired, work with Research and Evaluation staff to add validated measures for additional behavioral determinants.	Health Educator/ Nutritionist	Matched surveys	10/1/2012-12/15/2012
3. Create a data file with pre-test and post-test survey data using <i>Network</i> -provided code sheets and, when possible, using <i>Network</i> provided data entry templates. The data file must contain a minimum of 100 matched pre- and post-tests. Complete data analysis.	Sub-grantee C	Data file	11/1/2012-7/2013

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Activities	Responsible Party	Deliverables	Timeframe
<p>4. Each grant year, develop an evaluation plan in concert with the Program Manager and Research and Evaluation Section (RES) for the next grant year. Findings from current and prior evaluations will be used to refine nutrition education activities and increase rigor of the subsequent evaluation.</p>	<p>Sub-grantee C</p>	<p>IOE Plan</p>	<p>Report Annually: 10/2012- 7/31/2016</p>
<p>5. Submit a set of IOE report documents, using <i>Network</i> templates, by July 31st to the Program Manager and RES. This will include:</p> <ul style="list-style-type: none"> a. IOE Final Report. b. Data file. c. IOE Plan for upcoming year. <p>Interventions for children use separate RES designed IOE report and plan templates from those designed for adults.</p> <p>If conducting multiple evaluations, such as one of children and one of adults, a separate report and plan must be submitted for each evaluation.</p>	<p>Project Coordinator</p>	<p>IOE Report, data file, IOE Plan</p>	<p>Report Annually: 10/1/2012- 7/31/2016</p>

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GOAL 1: The target population (Supplemental Nutrition Assistance Program-Education (SNAP-Ed)/Nutrition Education and Obesity Prevention (NEOP) participants and those eligible up to 185% Federal Poverty Level (FPL)) is empowered and enabled to select healthy foods and beverages and increase physical activity through nutrition education, social marketing and environmental supports.

Objective 12: (Process) Annually, engage a minimum one to two of qualifying schools and (two to four qualifying afterschool/extended break programs to reach 250 children and 100 parents to increase nutrition education and physical activity opportunities and social marketing strategies that increase access and consumption of healthy food and beverages at each site.

Social Ecological Model:

Individual Interpersonal: Social Groups Institutional/Organizational Community Policy/Environmental

Activities	Responsible Party	Deliverables	Timeframe
1. Attend all <i>Network</i> required trainings and webinars regarding resources and tools for the school and afterschool setting annually.	Project Coordinator and Health Educator/Nutritionist	Record of participation	Report Annually: 10/01/2012-9/30/2016
2. Recruit schools as sub-grantees through local procurement procedures.	Sub-grantee A	List of sub-grantees	10/1/2012-9/30/2013
3. Establish relationships and commitment of support for nutrition education interventions, wellness policy expansion and staff development in these areas from County Office of Education, school district and after school administrators. Facilitate ongoing communication with identified administrators supporting healthy school/afterschool campaigns.	Sub-grantee A	List of Contacts Activity Tracking Form (ATF)	Report Annually: 10/01/2012-9/30/2016
4. Establish relationships and commitment of support for nutrition education interventions, wellness policy expansion and staff development in identified areas from school and afterschool site administrators to increase healthy food and beverage access and availability, increase opportunities for physical activity throughout the school day and during the afterschool program. Facilitate ongoing communication throughout the school year providing nutrition education resources and maintain support for healthy school/afterschool campaigns.	Sub-grantee D	List of Contacts ATF	Report Annually: 10/01/2012-9/30/2016

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Activities	Responsible Party	Deliverables	Timeframe
5. Recruit and assign staff for each school site to assist in the scheduling and training of teachers and afterschool staff on <i>Network</i> nutrition education interventions, campaigns, and resources.	Sub-grantee D	Staff assignment/Job description	Report Annually: 10/01/2012-9/30/2016
6. Staff will provide participating schools and afterschool sites with posters, recipes, materials and food supplies to conduct nutrition education and tasting demonstrations for students at least six times per year. Grantee shall ensure staff meets required activities and report outcomes.	Sub-grantee D	Invoice records (on file) List of materials provided with dates	Report Annually: 10/01/2012-9/30/2016
7. Conduct a healthy school and/or afterschool assessment of the school and/or afterschool site applying assessment tools provided by the <i>Network</i> and compile a comprehensive report.	Sub-grantee D	Assessment report results	Report Annually: 10/1/2012-9/30/2016

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Activities	Responsible Party	Deliverables	Timeframe
<p>8. Staff will provide a minimum of two trainings for teachers, afterschool staff and other personnel who are conducting nutrition education obesity prevention intervention. Teachers and afterschool leaders can apply training knowledge to the students. Some topics may including the following:</p> <ul style="list-style-type: none"> a. Orientation to the <i>Network</i> program, The results of the school assessment and School Wellness Policy including information on new policies b. Utilizing <i>Harvest of the Month</i> and Farmer of the Month materials in the classroom, after school program, parent education, and the cafeteria such as: posters, displays, Farm to School/<i>Harvest of the Month</i> workbooks etc. c. Information on promotion of evidence based physical activity programs and how they can be linked with nutrition education, such as Sports, Play, and Active Recreation for Kids (SPARK), and Coordinated Approach To Child Health (CATCH). d. Creating a healthy school environment such as healthy school parties, not using food for rewards, modeling healthy eating behaviors etc. e. Effective nutrition education resources and strategies including but not limited to: <i>Harvest of the Month</i>, <i>Rethink Your Drink</i>, and <i>Children's Power Play! Campaign</i> materials, garden-based nutrition education, integrating physical activity, food safety, and how to conduct cooking lessons and food demonstrations. Model teaching strategies, lessons, and share best practices. 	Sub-grantee D	<p>Log of trainings conducted</p> <p>Training materials</p> <p>ATF</p>	<p>Report Annually:</p> <p>10/01/2012-9/30/2016</p>
<p>9. Staff will set up a tracking system to collect data on the nutrition education obesity prevention interventions at each school site.</p>	Sub-grantee D	EARS/ATF	<p>Report Annually:</p> <p>10/01/2012-9/30/2016</p>

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Activities	Responsible Party	Deliverables	Timeframe
10. Attend School and afterschool events such as Back-to-School nights, Open House, health fairs, PTA meetings. Inform and engage parents on classroom and afterschool nutrition education obesity prevention interventions and campaigns, and provide the results of the healthy school's assessment.	Sub-grantee D	Log of meetings and activities completed ATF	Report Annually: 10/01/2012-9/30/2016
11. Staff will provide technical support to classroom teachers, child nutrition personnel, administrators on school wellness policy updates that support the nutrition education obesity prevention messages.	Sub-grantee D	Log of technical support	Report Annually: 10/01/2012-9/30/2016
12. Conduct an evaluation using a survey tool completed by school administration and teachers. Determine the effectiveness of the trainings, resources and tools provided and applicable usage to classroom teaching assessing challenges, successes and soliciting topics for the next year's trainings.	Sub-grantee D	Report on evaluation results	Report Annually: 10/01/2012-9/30/2016

**EXHIBIT A
Scope of Work**

**Grant Name: Stanislaus County Health Services Agency
Grant Number: 12-10184**

Activities	Responsible Party	Deliverables	Timeframe
<p>13. At school sites collaborate and coordinate with school administration, teachers, school wellness committee, parent organizations, after school administrators, School Nutrition Program and community partners. Promote implementation of the following strategies to increase access and consumption of healthy foods which may include wellness policy updates:</p> <ul style="list-style-type: none"> a. Actively engage local farmers and growers to establish a Farm to School program and provide <i>Harvest of the Month</i> produce items in the school cafeterias b. Develop a school gardening project that includes garden-base nutrition education c. Provide information and training to school food service and schools on how to make use of garden grown produce in school cafeterias d. Support implementation of salad bars at school sites e. Support implementation of healthy food procurement policies in vending machines, fundraiser activities, school events f. Encourage participation in Child and Adult Care Food Program (CACFP) snack and meal programs in afterschool programs g. Promote Implementation of healthy food and beverage standards for competitive foods at schools and afterschool sites h. Encourage implementation of marketing strategies to increase healthier food selection and consumption 	<p>Sub-grantee D</p>	<p>Collaboration Log</p> <p>Copy of districts updated wellness policy (if applicable)</p> <p>Success story</p>	<p>Report Annually:</p> <p>10/01/2012-9/30/2016</p>

**EXHIBIT A Grant Name: Stanislaus County Health Services Agency
Scope of Work Grant Number: 12-10184**

GOAL 1: The target population (Supplemental Nutrition Assistance Program-Education (SNAP-Ed)/Nutrition Education and Obesity Prevention (NEOP) participants and those eligible up to 185% Federal Poverty Level (FPL)) is empowered and enabled to select healthy foods and beverages and increase physical activity through nutrition education, social marketing and environmental supports.

Objective 13: (Process) Conduct a youth engagement (YE) project engaging at least one SNAP-Ed-eligible youth team(s) to engage in leadership, critical thinking, problem-solving, community-based research and to address an identified issue with consumption and access to healthy foods and beverages and physical activity opportunities in their environment and identify solutions applying public health approaches.

Social Ecological Model:

Individual Interpersonal: Social Groups Institutional/Organizational Community Policy/Environmental

Activities	Responsible Party	Deliverables	Timeframe
1. Local Health Department (LHD) recruits youth serving agency, Community Based Organization (CBO), park and recreation group or middle/high school or after schools to conduct the youth engagement project (target: agencies/schools that work with youth, ages 12-18).	Sub-grantee A	Name of youth serving agency or school recruited/ confirmed and contact person(s) confirmed (on file)	10/2013-12/2013
2. Recruit an Adult Ally at a youth serving agency, CBO, park and recreation department or middle/high school or afterschool qualifying site to work directly with youth team. The Adult Ally and the project coordinator will participate in all <i>Network</i> sponsored webinars, conference calls and in-person Youth Engagement trainings offered by <i>Network</i> Youth Initiatives Consultant.	Sub-grantee B	Participant Log (on file)	01/2014-09/2014
3. Adult Ally recruits youth and forms team(s) with a <u>minimum</u> of six students. Collect parent-permission slips and photo releases from youth.	Sub-grantee B	Youth roster and permission slips (on file)	01/2014-09/2014

**EXHIBIT A
Scope of Work**

**Grant Name: Stanislaus County Health Services Agency
Grant Number: 12-10184**

Activities	Responsible Party	Deliverables	Timeframe
<p>4. Provide orientation to members of the youth team. Orientation to include basic nutrition education information, importance of physical activity (through integration into comprehensive nutrition education lessons), taste testing, overview of youth-led participatory action research, and overview of youth development principles.</p>	<p>Sub-grantee B</p>	<p>Attendance sheets for meetings with youth team (on file), orientation outline</p>	<p>01/2014-09/2014</p>
<p>5. Following orientation, Adult Ally will meet with the youth team guiding them through the process of conducting youth-led projects. Additional technical assistance, training and support to Adult Ally and youth teams on conducting youth-led nutrition will be provided as needed by the State <i>Network</i> Youth Initiatives Consultant. With the support/guidance of the Adult Ally, the youth-led nutrition education project process includes the youth team:</p> <ul style="list-style-type: none"> a. Selecting the issue(s) to research b. Creating research tool and conducting the research project around selected issue(s) (the tool can be a survey, photo voice or video voice project, interviews etc.) c. Gathering information/data via the research tool and analyzing the data. Identifying public health approaches to reach solutions d. Preparing presentation/reports presenting to key stakeholders (such as PTA, School Staff, District Staff, Community Agencies, etc.) based on the data/information discovered by the research tool e. Conducting presentations to those leaders/stakeholders to share the findings from their research, in order to bring about necessary changes/improvement f. Documenting any changes in system or policy based on their project g. Conducting nutrition education and awareness activities to their peers, family members and the qualifying community to advance solutions 	<p>Sub-grantee B</p>	<p>Attendance sheets from meetings (on file), copies of research tool, project and presentation/reports created by youth team, document participation in activities via photos, press releases, media attention, or various newsletters, ATF</p>	<p>10/2014-09/2015</p>

**EXHIBIT A Grant Name: Stanislaus County Health Services Agency
 Scope of Work Grant Number: 12-10184**

Activities	Responsible Party	Deliverables	Timeframe
6. Adult Ally and Youth Leaders will participate in annual statewide or regional youth forum/meetings offered by the <i>Network for a Healthy California</i> – in which Youth Leaders from all Youth Engagement sites attend in order to strengthen their skills in youth-led participatory action research, public speaking skills, etc., in relationship to nutrition education and obesity prevention.	Sub-grantee B	Attendance sheet on file	Report Annually: 10/2014-09/2016
7. Project Coordinator and Adult Ally will re-engage/recruit new team of youth, as well as include any continuing Youth Leaders (if interested), in the process under <u>Activities 3, 4 and 5</u> as outlined above, to conduct project again, with a new team of Youth Leaders and examine new issue to address for the research project.	Sub-grantee B	Youth roster, parent permission slips, attendance sheets from meetings (on file), copies of research tool, project and presentation/reports created by youth team, document participation in activities via photos, press releases, media attention, or various newsletters, ATF	10/2014-09/2016
8. Adult Ally and Youth Leaders will participate in annual statewide or regional youth forum/meetings offered by the <i>Network for a Healthy California</i> , in which Youth Leaders from all Youth Engagement sites attend in order to strengthen their skills in youth-led participatory action research, public speaking skills, etc., in relationship to nutrition education and obesity prevention.	Sub-grantee B	Attendance sheet on file	10/2015-09/2016

**EXHIBIT A Grant Name: Stanislaus County Health Services Agency
Scope of Work Grant Number: 12-10184**

GOAL 1: The target population (Supplemental Nutrition Assistance Program-Education (SNAP-Ed)/Nutrition Education and Obesity Prevention (NEOP) participants and those eligible up to 185% Federal Poverty Level (FPL)) is empowered and enabled to select healthy foods and beverages and increase physical activity through nutrition education, social marketing and environmental supports.

Objective 14: (Process) Annually, qualify and engage () worksites using the *California Fit Business Kit* (CFBK) tools and provide technical assistance on CFBK tool implementation, nutrition education obesity prevention, and social marketing strategies to reach () SNAP-Ed-eligible workers.

Social Ecological Model:

Individual Interpersonal: Social Groups Institutional/Organizational Community Policy/Environmental

Activities	Responsible Party	Deliverables	Timeframe
1. Participate in all required <i>Network for a Healthy California - Worksite Program</i> trainings in person and/or via webinars.	Not applicable (N/A) not part of this grant: content intentionally omitted.		
2. Collaborate with local and state <i>Network</i> partners to identify () existing qualified worksites and/or qualify new worksites for the <i>Worksite Program</i> .	Not applicable (N/A) not part of this grant: content intentionally omitted.		
3. Provide technical assistance to qualified worksites on CFBK tools: <i>Check for Health, Establishing a Worksite Wellness Committee</i> . a. Assist each Worksite Wellness Committee in completing the assessment tools b. Assist in creating an action plan for CFBK tool implementation and nutrition education events c. Assist Worksite Wellness Committee establishment	Not applicable (N/A) not part of this grant: content intentionally omitted.		

**EXHIBIT A Grant Name: Stanislaus County Health Services Agency
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Activities	Responsible Party	Deliverables	Timeframe
<p>4. Based on the <i>Check for Health</i> assessment, provide technical assistance to Worksite Wellness Committee in selecting and implementing two additional CFBK tools promoting healthy worksite strategies such as:</p> <ul style="list-style-type: none"> a. Model procurement (vending) policies b. Access to healthy foods through establishing healthier options in the cafeteria including promotion strategies c. Access to free drinking water throughout the work day d. Ensure a private, clean space for nursing mothers to pump during the work day e. Opportunities for physical activity during breaks and lunch and during meetings f. Implement strategies that promote purchasing/consumption of fruits and vegetables g. Actively engage in Farm to Fork strategies including partnering with local growers and other businesses to have a farmers' market near the worksite. 			Not applicable (N/A) not part of this grant: content intentionally omitted.
<p>5. Once worksites have implemented the <i>CFBK</i> tools, provide technical assistance to worksites in completing the worksite Evaluation Tool to demonstrate the impact of the <i>CFBK</i>.</p>			Not applicable (N/A) not part of this grant: content intentionally omitted.
<p>6. Assess additional educational opportunities for worksite employees. As allowed by worksite employer consent and available personnel, provide additional nutrition education lessons to worksites based on the results of the needs assessment on topics prioritized by worksite employees</p>			Not applicable (N/A) not part of this grant: content intentionally omitted.
<p>7. Connect worksites with community partners to provide a minimum of () worksite health promotion events such as:</p> <ul style="list-style-type: none"> a. Health fairs, b. Health education, c. Farmers' markets, d. Other health-related events that support healthy worksites. 			Not applicable (N/A) not part of this grant: content intentionally omitted.

**EXHIBIT A Grant Name: Stanislaus County Health Services Agency
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Activities	Responsible Party	Deliverables	Timeframe
<p>4. Coordinate, promote, and conduct three to six promotional events at participating stores that highlight healthy changes in GIS-qualified communities. Collaborate with the produce industry, food security organizations, and/or local decision makers, if available, on these events. Secure donations for events.</p>	<p>Health Educator/ Nutritionist</p>	<p>Calendar of events, photos of events, evaluation summary of promotional activities</p>	<p>Report Annually: 10/1/2013- 9/30/2016</p>
<p>5. Distribute and maintain appropriate nutrition-education materials such as the <i>Harvest of the Month</i> community newsletters, posters, signage, recipe cards, wobblers, magnets, window clings, <i>Rethink Your Drink</i> materials, hardware, in-store audio, CalFresh materials, etc., to qualifying stores, based on the size of the store. Update monthly.</p>	<p>Health Educator/ Nutritionist and Community Health Worker</p>	<p>Product Usage Report from the Online Ordering System</p>	<p>Report Annually: 10/1/2013- 9/30/2016</p>
<p>6. Partner with two to five local farmers, farmers' markets, wholesale distributors, and/or community supported agriculture programs to facilitate business connections to the three qualifying retailers, with the goal of increasing access to fresh local, affordable produce.</p>	<p>Health Educator/ Nutritionist</p>	<p>Partnership Agreements and Plans of Action</p>	<p>Report Annually: 10/1/2014- 9/30/2016</p>
<p>7. Provide technical assistance to at least three qualifying retailers on approaches to increase availability and promotion of healthy food and beverage purchases, such as:</p> <ul style="list-style-type: none"> a. Promoting healthy items through placement/promotion strategies b. Promoting healthy items through reduced pricing strategies c. Improving the selection, quantity, and quality of more healthy food items throughout the store d. Actively engaging in Farm to Fork efforts that promote seasonal produce items matching the monthly <i>Harvest of the Month</i> education elements e. Encouraging corner store conversion projects with other funding sources 	<p>Health Educator/ Nutritionist</p>	<p>Log of technical assistance activities, summary of outcomes</p>	<p>Report Annually: 10/1/2014- 9/30/2016</p>

**EXHIBIT A Grant Name: Stanislaus County Health Services Agency
Scope of Work Grant Number: 12-10184**

GOAL 1: The target population (Supplemental Nutrition Assistance Program-Education (SNAP-Ed)/Nutrition Education and Obesity Prevention (NEOP) participants and those eligible up to 185% Federal Poverty Level (FPL)) is empowered and enabled to select healthy foods and beverages and increase physical activity through nutrition education, social marketing and environmental supports.

Objective 16: (Process) Annually, reach 500 children ages birth to five and their families by developing partnerships and providing training and technical assistance to at least three to eight qualifying early-childhood care and education sites and two to four medical/dental providers/clinics to facilitate nutrition education and obesity prevention strategies resulting in healthy site changes.

Social Ecological Model:

Individual Interpersonal: Social Groups Institutional/Organizational Community Policy/Environmental

Activities	Responsible Party	Deliverables	Timeframe
<p>1. Attend required <i>Network</i>-sponsored trainings specific to early-childhood settings; regarding resources, strategies and public health approaches.</p>	<p>Project Coordinator and Health Educator/ Nutritionist</p>	<p>Record of participation</p>	<p>Report Annually: 10/1/2013-9/30/2016</p>
<p>2. Maintain ongoing outcomes-focused coordination and frequent communication with agencies and organizations serving young children and their families such as:</p> <ul style="list-style-type: none"> a. Women, Infants, and Children (WIC) Program b. Child and Adult Care Food Program (CACFP) c. Child Care Resource and Referral Agencies (R & R's) d. First 5 County Commissions e. County Offices of Education f. County Offices of Social Services/Child Care Licensing <p>Invite the participation of these agencies and organizations in the County Nutrition Action Plan (CNAP) as appropriate.</p>	<p>Health Educator/ Nutritionist</p>	<p>Partner contact list</p> <p>Meeting agendas, summary of outcomes resulting from coordination</p>	<p>Report Annually: 10/1/2013-9/30/2016</p>

**EXHIBIT A Grant Name: Stanislaus County Health Services Agency
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Activities	Responsible Party	Deliverables	Timeframe
<p>3. Identify three to eight qualifying early-childhood care and education sites. Engage site decision makers to conduct a self-assessment with a <i>Network</i> provided tool, related to nutrition education and obesity prevention strategies and healthy site changes; parents should be engaged as appropriate.</p>	<p>Health Educator/ Nutritionist</p>	<p>Site contact list Self-assessment results</p>	<p>Report Annually: 10/1/2013 – 6/30/2016</p>
<p>4. Compile materials and provide training for early childhood care and education sites. Training should include existing assessment tools and USDA approved existing nutrition education materials, and should cover, at minimum, the following topics:</p> <ul style="list-style-type: none"> a. Early childhood care and education site nutrition and physical activity self-assessment b. Healthy nutrition and physical activity site policy development c. Nutrition education and physical activity promotion for young children (basic nutrition education, how to conduct a lesson, how to integrate lessons with other education content, etc.) d. Nutrition education and physical activity promotion for the parents of young children (basic nutrition education, how to conduct a lesson, etc.) e. How to implement healthy food demonstrations/taste tests f. Engaging parents in healthy eating and active living decision-making processes (e.g., parent advisory boards, parent/peer advocate organizations, etc.) g. Evaluation Basics 	<p>Health Educator/ Nutritionist</p>	<p>Training lesson plans, training materials, training dates, list of trained sites</p>	<p>Report Annually: 10/1/2013 – 6/30/2016</p>

**EXHIBIT A Grant Name: Stanislaus County Health Services Agency
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Activities	Responsible Party	Deliverables	Timeframe
<p>5. Work with trained sites to create or update healthy site changes based on the assessments and parent engagement processes. Some health site change strategies may include:</p> <ul style="list-style-type: none"> a. Actively engaging in Farm to Fork strategies and healthy procurement efforts that result in serving more seasonal fresh fruits and vegetables at snack and meal times b. Ensure fresh free drinking water is available to children during the entire day c. Ensure foods and beverages provided to children adhere to the Dietary Guidelines for Americans and promote acceptance of a variety of foods d. Establish, implement, and maintain written guidelines for healthy celebrations and for food delivered on site by families e. Establish, implement and maintain procedures for engaging children in at least 60 minutes of daily physical activity 	Health Educator/ Nutritionist	Description of healthy site changes	Report Annually: 07/1/2013 –9/30/2016
<p>6. Implement and maintain a system for tracking and collecting accurate information on the numbers and types of healthy site changes (including but not limited to, the location where healthy changes have been implemented, population impacted by the changes, date the changes became effective, any plans for additional changes, etc.).</p>	Project Coordinator and Health Educator/ Nutritionist	Data tracking system (on file)	Report Annually: 10/1/2013 – 6/30/2016
<p>7. Provide on-going technical assistance (e.g., model a lesson, provide resources and materials, provide guest speakers, arrange additional training, etc.) and tracking support to trained sites. Sites will revise healthy site change strategies as appropriate for each site.</p>	Health Educator/ Nutritionist	Technical assistance log, participating site data on healthy site changes	Report Annually: 10/1/2013-9/30/2016

EXHIBIT A Grant Name: Stanislaus County Health Services Agency
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Activities	Responsible Party	Deliverables	Timeframe
<p>8. Contact two to four medical/dental providers/clinics that primarily serve qualifying children birth to five and their families; to provide training and education packets. Conduct at least one provider training annually; that advances and promotes the same nutrition education messages and obesity prevention strategies as those used by engaged early-childhood care and education sites.</p>	<p>Health Educator/ Nutritionist</p>	<p>Provider/clinic contact list, meeting agendas, sign-in sheets and/or activity logs</p>	<p>Report Annually: 10/1/2013 – 9/30/2016</p>
<p>9. Engage providers as community leaders to advance and promote healthy community changes that combat childhood obesity (e.g., to prioritize healthy eating and physical activity discussions with parents of young children; provide in-office nutrition education materials, posters, and counter signage; speak in various community venues regarding the importance of healthy eating and active living; etc.).</p>	<p>Health Educator/ Nutritionist</p>	<p>Meeting agendas</p>	<p>Report Annually: 07/1/2013–9/30/2016</p>

GOAL 1: The target population (Supplemental Nutrition Assistance Program-Education (SNAP-Ed)/Nutrition Education and Obesity Prevention (NEOP) participants and those eligible up to 185% Federal Poverty Level (FPL)) is empowered and enabled to select healthy foods and beverages and increase physical activity through nutrition education, social marketing and environmental supports.

Objective 17: (Process) Annually, engage () qualifying churches in predominantly African-American and/or Latino communities to implement the *Body and Soul* program, and culturally relevant nutrition education and physical activity promotion to reach () participants and to influence organizational and systems changes in the church community.

Social Ecological Model:

- Individual Interpersonal: Social Groups Institutional/Organizational Community Policy/Environmental

Activities	Responsible Party	Deliverables	Timeframe
1. Recruit and assign qualified staff member to engage the faith-based community; this person should be culturally competent. Possess knowledge of cross-cultural skills, awareness of cultural worldviews as well as cultural differences, attitudes and practices. Understand faith-based organization operations.	Not applicable (N/A) not part of this grant: content intentionally omitted.		
2. Assigned staff will attend all required <i>Network</i> training on how to engage church leaders and implement and track <i>Body and Soul</i> program and complementary nutrition-education components. Trainings will include a minimum of two <i>Network</i> webinars providing updates, evidence based practices and showcasing successful faith-based interventions.	Not applicable (N/A) not part of this grant: content intentionally omitted.		
3. Assigned staff will recruit qualifying church sites and engage church leadership to support the program. Include key members such as the pastor’s spouse, cooking staff and church groups to increase participation in the program.	Not applicable (N/A) not part of this grant: content intentionally omitted.		

**EXHIBIT A
Scope of Work**

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Activities	Responsible Party	Deliverables	Timeframe
<p>6. Assigned staff will provide technical assistance to the site based on the results of the assessments (outlined in Activity 5). The site leadership will advance, implement and promote healthy environmental changes at the church, such as:</p> <ul style="list-style-type: none"> a. Create an overarching healthy food and beverage policy for church celebrations and meetings. Ensure healthy foods and beverages are provided and limit choices high in fat, sugar, and sodium. b. Initiate a community garden at the church c. Initiate on-going walking clubs for church members. Pursue and establish joint-use agreements with city-schools to create opportunities for increased community physical activity d. Develop a healthy donation and distribution policy for churches operating food pantries or food closets 			<p>Not applicable (N/A) not part of this grant: content intentionally omitted.</p>
<p>7. Engage church leadership in County Nutrition Action Plan (CNAP), other faith-based work and neighborhood organizations and schools to support and advance healthy changes.</p>			<p>Not applicable (N/A) not part of this grant: content intentionally omitted.</p>

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Grantee for actual expenditures incurred in accordance with the budget(s) attached hereto.
- B. Invoices shall include the Agreement Number and shall be submitted not more frequently than quarterly in arrears to:

Sarita Lee, Grant Manager
California Department of Public Health
Network for a Healthy California
1616 Capitol Avenue, Suite 74.516
MS 7204
P.O. Box 997377
Sacramento, CA 95899-7377

The State, at its discretion, may designate an alternate invoice submission address. A change in the invoice address shall be accomplished via a written notice to the Grantee by the State and shall not require an amendment to the Amendment.

- C. Invoice shall:
 - 1. Be prepared on grantee's letterhead and be signed by an authorized official, employee or agent certifying that the expenditures claimed represent actual expenses for the service performed under this Agreement.
 - 2. Bear the Grantee's name as shown on the Agreement.
 - 3. Show a unique invoice number assigned by the Grantee.
 - 4. Show an invoice date reflecting when the invoice was prepared.
 - 5. Be mailed no later than five days after the invoice date.
 - 6. Show the Grantee's vendor number assigned by CDPH.
 - 7. Show the Agreement number assigned by CDPH.
 - 8. Show the Grantee's remittance address.
 - 9. Identify the billing and/or performance period covered by the invoice.
 - 10. Itemize costs for the billing period in the same or greater level of detail as indicated in this Agreement. Subject to the terms of this Agreement, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this Agreement and approved by CDPH.
- D. Quarterly invoices shall be submitted for payment within sixty (60) days following the end of each calendar quarter in which the work was performed and costs incurred in the performance of the agreement, unless the agreement has reached the expiration or termination date (see paragraph 4, Timely Submission of Final Invoice) or a later or alternate deadline is agreed to in writing by the Grant Manager (GM).
- E. The Grantee may submit supplemental invoices to the GM if it has determined that there are expenses incurred during the term of the grant that have not been previously billed. The Grantee must submit a written justification to accompany the supplemental invoice(s) and shall submit the documents to the GM for approval. The supplemental invoice(s) cannot

exceed 20% of the total grant amount for the fiscal year in which the supplemental invoice(s) is submitted. Supplemental invoices for the first, second, and third quarter are due no later than 90 days after the end of each quarter. A supplemental invoice for the fourth quarter is due no later than 120 days after the end of the fourth quarter. If you are seeking an exception to these requirements, you must send a written request to the GM and provide justification that explains the circumstances surrounding your inability to meet these requirements. Exceptions may only be granted after Network management has reviewed the request and has made a determination.

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

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Grantee to reflect the reduced amount.

3. Prompt Payment Clause

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

4. Timely Submission of Final Invoice

- A. A final undisputed invoice shall be submitted for payment no more than sixty (60) calendar days following the expiration or termination date of this agreement, unless a later or alternate deadline is agreed to in writing by the program GM. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this agreement have ceased and that no further payments are due or outstanding.
- B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Grantee fails to obtain prior written State approval of an alternate final invoice submission deadline.
- C. The Grantee is hereby advised of its obligation to submit to the State, with the final invoice, a completed copy of the "**Grantee's Release (Exhibit F)**".

5. Expense Allowability / Fiscal Documentation

- A. Invoices, received from the Grantee and accepted for payment by the State, shall not be deemed evidence of allowable agreement costs.
- B. Grantee shall maintain for review and audit and supply to CDPH upon request, adequate documentation of all expenses claimed pursuant to this agreement to permit a determination of expense allowability.
- C. If the allowability of an expense cannot be determined by the State because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed and payment may be withheld by the State. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.
- D. Travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. For more information on allowable travel and per diem expenses and required documentation, see **Exhibit G entitled, "Travel Reimbursement Information"**.

6. Recovery of Overpayments

- A. Grantee agrees that claims based upon the terms of this agreement or an audit finding and/or an auditing finding that is appealed and upheld, will be recovered by the State by one of the following options:
 - 1) Grantee's remittance to the State of the full amount of the audit exception within 30 days following the State's request for repayment;
 - 2) A repayment schedule which is agreeable to both the State and the Grantee.
- B. The State reserves the right to select which option as indicated above in paragraph A will be employed and the Grantee will be notified by the State in writing of the claim procedure to be utilized.
- C. Interest on the unpaid balance of the audit finding or debt will accrue at a rate equal to the monthly average or the rate received on investments in the Pooled Money Investment Fund commencing on the date that an audit or examination finding is mailed to the Grantee, beginning 30 days after Grantee's receipt of the State's demand for repayment.
- D. If the Grantee has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached. If the Grantee loses the final administrative appeal, Grantee shall repay, to the State, the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the Grantee's first receipt of State's notice requesting reimbursement of questioned audit costs or disallowed expenses.

7. Restriction of Funds

The Grantee shall use funds pursuant to the Agreement only and shall not, in whole or in part, freeze, restrict, or prevent the use of funds for the use pursuant to this Agreement; Grantee shall not divert or use funds for other purposes.

**Exhibit B Attachment I
BUDGET
(Year 1)
(10/01/2012 through 09/30/2013)**

Personnel

Position Title	Annual Salary/Range	Total FTE %	Budget
Project Coordinator	\$63,773	100%	\$63,773
Health Educator/Nutritionist	\$52,853	100%	\$52,853
Administrative Clerk III	\$36,213	100%	\$36,213
Program Manager	\$96,824	5%	\$4,841
Community Health Worker	\$31,200	50%	\$15,600
Total:			\$173,280

Fringe Benefits

53.419% of Personnel	\$92,564
Total:	\$92,564

Personnel and Fringe

Total:	\$265,844
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Operating Expenses

Rent for office space	\$6,240
General Office Supplies	\$2,400
Communication to include phone and fax	\$3,660
Copier/Rental	\$1,200
Utilities in rental space	\$1,500
Duplication of nutrition materials	\$2,000
Total:	\$17,000

Equipment

Microwave oven	\$350
Refrigerator	\$750
Book Shelves/Cabinets	\$1,500
Multimedia Projector	\$1,000
3 PCs	\$3,000
Office Furniture	\$10,000
Total:	\$16,600

Travel*

Local Travel	
Regional Network Meetings, Various locations, 1 staff	
Regional Collaborative Trainings, Sacramento, 1 staff	
Peer to Peer, Regional, 1 staff	
Spokesperson Training, Bay Area, 1 staff	
Network Statewide Collaborative, Sacramento, 1 staff	
CCLHDN, Bay Area, 2 staff	
Total:	\$8,882

*Travel costs as required to meet stated objectives as outlined in the Scope of Work. All travel rates will align with current CalHR (formerly DPA) rates as stated in the contract.

**Exhibit B Attachment I
BUDGET
(Year 1)
(10/01/2012 through 09/30/2013)**

Sub Grants

A	Community Development (TBD): Goal 1, Objectives 1 and 9	\$85,000
	Total:	\$85,000

Other Costs

Nutrition education materials to support Goal 1, Objectives 4-8, 10, 12, 13,15- 17)	\$16,000
Food for demonstrations, cooking classes, taste tests @ \$2.50 x 2,500 participants (Goal 1, Obj. 6-8, 10, 12, 13, 15-17)	\$6,250
Small appliances/food preparation/storage such as utensils, cutting boards, etc.	\$1,200
Total:	\$23,450

Indirect Cost

24.986% of Personnel & Fringe	
Total:	\$66,424

Total Budget

Total:	\$483,200
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**Exhibit B Attachment I - Schedule I
October 1, 2012 - September 30, 2013
Subgrantee Budget**

Subgrantee A: Community Development (TBD)	
Line Item	Total
Personnel	\$ 85,000.00
Operating	\$ -
Equipment	\$ -
Travel	\$ -
Subgrants	\$ -
Indirect Costs	
Total Costs	\$ 85,000

Subgrantee Name:	
Line Item	Total
Personnel	\$ -
Operating	\$ -
Equipment	\$ -
Travel	\$ -
Subgrants	\$ -
Indirect Costs	
Total Costs	\$ -

Subgrantee Name:	
Line Item	Total
Personnel	\$ -
Operating	\$ -
Equipment	\$ -
Travel	\$ -
Subgrants	\$ -
Indirect Costs	
Total Costs	\$ -

Subgrantee Name:	
Line Item	Total
Personnel	\$ -
Operating	\$ -
Equipment	\$ -
Travel	\$ -
Subgrants	\$ -
Indirect Costs	
Total Costs	\$ -

Subgrantee Name:	
Line Item	Total
Personnel	\$ -
Operating	\$ -
Equipment	\$ -
Travel	\$ -
Subgrants	\$ -
Indirect Costs	
Total Costs	\$ -

Subgrantee Name:	
Line Item	Total
Personnel	\$ -
Operating	\$ -
Equipment	\$ -
Travel	\$ -
Subgrants	\$ -
Indirect Costs	
Total Costs	\$ -

Subgrantee Name:	
Line Item	Total
Personnel	\$ -
Operating	\$ -
Equipment	\$ -
Travel	\$ -
Subgrants	\$ -
Indirect Costs	
Total Costs	\$ -

Subgrantee Name:	
Line Item	Total
Personnel	\$ -
Operating	\$ -
Equipment	\$ -
Travel	\$ -
Subgrants	\$ -
Indirect Costs	
Total Costs	\$ -

**Exhibit B Attachment II
BUDGET
(Year 2)
(10/01/2013 through 09/30/2014)**

Personnel

Position Title	Annual Salary/Range	Total FTE %	Budget
Project Coordinator	\$66,962	100%	\$66,962
Health Educator/Nutritionist	\$110,992	100%	\$110,992
Administrative Clerk III	\$38,027	100%	\$38,027
Program Manager	\$102,220	5%	\$5,111
Community Health Worker	\$32,760	50%	\$16,380
		Total:	\$237,202

Fringe Benefits

54% of Personnel	\$128,089
Total:	\$128,089

Personnel and Fringe

Total:	\$365,291
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Operating Expenses

Rent for office space	\$6,240
General Office Supplies	\$2,400
Communication to include phone and fax	\$6,000
Copier/Rental	\$1,200
Utilities in rental space	\$1,500
Duplication of nutrition materials	\$5,000
Serv Safe Training	\$200
Materials for retail in store promotions	\$2,308
Total:	\$24,848

Equipment

Minor Equipment	\$3,500
Total:	\$3,500

Travel*

Local Travel	
Regional Network Meetings, Various locations, 2 staff	
Regional Collaborative Trainings, Various locations, 1 staff	
Annual Network Conference, Sacramento, 2 staff	
Total:	\$5,135

*Travel costs as required to meet stated objectives as outlined in the Scope of Work. All travel rates will align with current CalHR (formerly DPA) rates as stated in the contract.

Exhibit B Attachment II
BUDGET
(Year 2)
(10/01/2013 through 09/30/2014)

Sub Grants

A	Community Development (TBD): Goal 1, Objectives 1 and 9	\$87,500
B	Youth Engagement (TBD): Obj 13	\$50,000
C	Research/Evaluation (TBD)	\$12,000
D	Afterschool (TBD): Obj 12	\$90,000
E	Peer Education (TBD): Obj 10	\$230,000
Total:		\$469,500

Other Costs

Nutrition education materials to support Goal 1, Objectives 4-8, 10, 12, 13,15- 17)	\$16,000
Food for demonstrations, cooking classes, taste tests @ \$2.50 x 2,500 participants (Goal 1, Obj. 6-8, 10, 12, 13, 15-17)	\$6,250
Small appliances/food preparation/storage such as utensils, cutting boards, etc.	\$1,464
Media Production and Placement (Goal 1, Obj 4)	\$21,500
Total:	\$45,214

Indirect Cost

25% of Personnel & Fringe	
Total:	\$91,323

Total Budget

Total:	\$1,004,811
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Exhibit B Attachment II - Schedule I
October 1, 2013 - September 30, 2014
Subgrantee Budget

Subgrantee A: Community Development (TBD)	
Line Item	Total
Personnel	\$ 87,500.00
Operating	\$ -
Equipment	\$ -
Travel	\$ -
Subgrants	\$ -
Indirect Costs	
Total Costs	\$ 87,500

Subgrantee E: Peer Education (TBD)	
Line Item	Total
Personnel	\$ -
Operating	\$ -
Equipment	\$ -
Travel	\$ -
Subgrants	\$ -
Indirect Costs	
Total Costs	\$ 230,000

Subgrantee B: Youth Engagement (TBD)	
Line Item	Total
Personnel	\$ -
Operating	\$ -
Equipment	\$ -
Travel	\$ -
Subgrants	\$ -
Indirect Costs	
Total Costs	\$ 50,000

Subgrantee Name:	
Line Item	Total
Personnel	\$ -
Operating	\$ -
Equipment	\$ -
Travel	\$ -
Subgrants	\$ -
Indirect Costs	
Total Costs	\$ -

Subgrantee C: Research/Evaluation (TBD)	
Line Item	Total
Personnel	\$ -
Operating	\$ -
Equipment	\$ -
Travel	\$ -
Subgrants	\$ -
Indirect Costs	
Total Costs	\$ 12,000

Subgrantee Name:	
Line Item	Total
Personnel	\$ -
Operating	\$ -
Equipment	\$ -
Travel	\$ -
Subgrants	\$ -
Indirect Costs	
Total Costs	\$ -

Subgrantee D: Afterschool (TBD)	
Line Item	Total
Personnel	\$ -
Operating	\$ -
Equipment	\$ -
Travel	\$ -
Subgrants	\$ -
Indirect Costs	
Total Costs	\$ 90,000

Subgrantee Name:	
Line Item	Total
Personnel	\$ -
Operating	\$ -
Equipment	\$ -
Travel	\$ -
Subgrants	\$ -
Indirect Costs	
Total Costs	\$ -

**Exhibit B Attachment III
BUDGET
(Year 3)
(10/01/2014 through 09/30/2015)**

Personnel

Position Title	Annual Salary/Range	Total FTE %	Budget
Project Coordinator	\$70,310	100%	\$70,310
Health Educator/Nutritionist	\$117,013	100%	\$117,013
Administrative Clerk III	\$39,928	100%	\$39,928
Program Manager	\$98,760	5%	\$4,938
Community Health Worker	\$34,398	50%	\$17,199
		Total:	\$249,388

Fringe Benefits

54% of Personnel		\$134,670
	Total:	\$134,670

Personnel and Fringe

	Total:	\$384,058
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Operating Expenses

Rent for office space	\$6,240
General Office Supplies	\$2,400
Communication to include phone and fax	\$6,000
Copier/Rental	\$1,200
Utilities in rental space	\$1,500
Duplication of nutrition materials	\$4,000
	Total: \$21,340

Equipment

N/A	
	Total: \$0

Travel*

Local Travel	
Regional Network Meetings, Various locations, 2 staff	
Regional Collaborative Trainings, Various locations, 1 staff	
CCLHDN, Bay Area, 3 staff	
	Total: \$6,287

*Travel costs as required to meet stated objectives as outlined in the Scope of Work. All travel rates will align with current CalHR (formerly DPA) rates as stated in the contract.

Sub Grants

A	Community Development (TBD): Goal 1, Obj. 1 and 9	\$87,500
B	Youth Engagement (TBD): Goal 1, Obj. 13	\$50,000
C	Research/Evaluation (TBD)	\$12,000
D	Afterschool (TBD): Goal 1, Obj. 12	\$80,000
E	Peer Education (TBD): Goal 1, Obj. 10	\$210,000
	Total:	\$439,500

**Exhibit B Attachment III
BUDGET
(Year 3)
(10/01/2014 through 09/30/2015)**

Other Costs

Nutrition education materials to support Goal 1, Obj. 4-8, 10, 12, 13,15- 17)	\$16,000
Food for demonstrations, cooking classes, taste tests @ \$2.50 x 2,500 participants (Goal 1, Obj. 6-8, 10, 12, 13, 15-17)	\$6,250
Small appliances/food preparation/storage such as utensils, cutting boards, etc.	\$500
Materials for retail in store promotions	\$1,047
Total:	\$23,797

Indirect Cost

25% of Personnel & Fringe	
Total:	\$96,014

Total Budget

Total:	\$970,996
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Exhibit B Attachment III - Schedule I
October 1, 2014 - September 30, 2015
Subgrantee Budget

Subgrantee A: Community Development (TBD)	
Line Item	Total
Personnel	\$ 87,500.00
Operating	\$ -
Equipment	\$ -
Travel	\$ -
Subgrants	\$ -
Indirect Costs	
Total Costs	\$ 87,500

Subgrantee E: Peer Education (TBD)	
Line Item	Total
Personnel	\$ -
Operating	\$ -
Equipment	\$ -
Travel	\$ -
Subgrants	\$ -
Indirect Costs	
Total Costs	\$ 210,000

Subgrantee B: Youth Engagement (TBD)	
Line Item	Total
Personnel	\$ -
Operating	\$ -
Equipment	\$ -
Travel	\$ -
Subgrants	\$ -
Indirect Costs	
Total Costs	\$ 50,000

Subgrantee Name:	
Line Item	Total
Personnel	\$ -
Operating	\$ -
Equipment	\$ -
Travel	\$ -
Subgrants	\$ -
Indirect Costs	
Total Costs	\$ -

Subgrantee C: Research/Evaluation (TBD)	
Line Item	Total
Personnel	\$ -
Operating	\$ -
Equipment	\$ -
Travel	\$ -
Subgrants	\$ -
Indirect Costs	
Total Costs	\$ 12,000

Subgrantee Name:	
Line Item	Total
Personnel	\$ -
Operating	\$ -
Equipment	\$ -
Travel	\$ -
Subgrants	\$ -
Indirect Costs	
Total Costs	\$ -

Subgrantee D: Afterschool (TBD)	
Line Item	Total
Personnel	\$ -
Operating	\$ -
Equipment	\$ -
Travel	\$ -
Subgrants	\$ -
Indirect Costs	
Total Costs	\$ 80,000

Subgrantee Name:	
Line Item	Total
Personnel	\$ -
Operating	\$ -
Equipment	\$ -
Travel	\$ -
Subgrants	\$ -
Indirect Costs	
Total Costs	\$ -

**Exhibit B Attachment IV
BUDGET
(Year 4)
(10/01/2015 through 09/30/2016)**

Personnel

Position Title	Annual Salary/Range	Total FTE %	Budget
Project Coordinator	\$73,826	100%	\$73,826
Health Educator/Nutritionist	\$122,864	100%	\$122,864
Administrative Clerk III	\$41,924	100%	\$41,924
Program Manager	\$98,760	5%	\$4,938
Community Health Worker	\$36,118	50%	\$18,059
		Total:	\$261,611

Fringe Benefits

Approx 53.73% of Personnel	\$140,570
Total:	\$140,570

Personnel and Fringe

Total:	\$402,181
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Operating Expenses

Rent for office space	\$6,240
General Office Supplies	\$2,400
Communication to include phone and fax	\$6,000
Copier/Rental	\$1,200
Utilities in rental space	\$1,500
Duplication of nutrition materials	\$3,750
Total:	\$21,090

Equipment

N/A	
Total:	\$0

Travel*

Local Travel	
Regional Network Meetings, Various locations, 2 staff	
Regional Collaborative Trainings, Various locations, 1 staff	
Annual Network Conference, Sacramento, 3 staff	
Total:	\$6,287

*Travel costs as required to meet stated objectives as outlined in the Scope of Work. All travel rates will align with current CalHR (formerly DPA) rates as stated in the contract.

Sub Grants

A	Community Development (TBD): Goal 1, Obj. 1 and 9	\$72,500
B	Youth Engagement (TBD): Goal 1, Obj. 13	\$28,000
C	Research/Evaluation (TBD)	\$12,000
D	Afterschool (TBD): Goal 1, Obj. 12	\$75,000
E	Peer Education (TBD): Goal 1, Obj. 10	\$180,000
	Total:	\$367,500

Exhibit B Attachment IV
BUDGET
(Year 4)
(10/01/2015 through 09/30/2016)

Other Costs

Nutrition education materials to support Goal 1, Obj. 4-8, 10, 12, 13,15- 17)	\$16,000
Food for demonstrations, cooking classes, taste tests @ \$2.50 x 2,500 participants (Goal 1, Obj. 6-8, 10, 12, 13, 15-17)	\$6,250
Small appliances/food preparation/storage such as utensils, cutting boards, etc.	\$419
Total:	\$22,669

Indirect Cost

25% of Personnel & Fringe	
Total:	\$100,545

Total Budget

Total:	\$920,272
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Exhibit B Attachment IV - Schedule I
October 1, 2015 - September 30, 2016
Subgrantee Budget

Subgrantee A: Community Development (TBD)	
Line Item	Total
Personnel	\$ 72,500.00
Operating	\$ -
Equipment	\$ -
Travel	\$ -
Subgrants	\$ -
Indirect Costs	
Total Costs	\$ 72,500

Subgrantee E: Peer Education (TBD)	
Line Item	Total
Personnel	\$ -
Operating	\$ -
Equipment	\$ -
Travel	\$ -
Subgrants	\$ -
Indirect Costs	
Total Costs	\$ 180,000

Subgrantee B: Youth Engagement (TBD)	
Line Item	Total
Personnel	\$ -
Operating	\$ -
Equipment	\$ -
Travel	\$ -
Subgrants	\$ -
Indirect Costs	
Total Costs	\$ 28,000

Subgrantee Name:	
Line Item	Total
Personnel	\$ -
Operating	\$ -
Equipment	\$ -
Travel	\$ -
Subgrants	\$ -
Indirect Costs	
Total Costs	\$ -

Subgrantee C: Research/Evaluation (TBD)	
Line Item	Total
Personnel	\$ -
Operating	\$ -
Equipment	\$ -
Travel	\$ -
Subgrants	\$ -
Indirect Costs	
Total Costs	\$ 12,000

Subgrantee Name:	
Line Item	Total
Personnel	\$ -
Operating	\$ -
Equipment	\$ -
Travel	\$ -
Subgrants	\$ -
Indirect Costs	
Total Costs	\$ -

Subgrantee D: Afterschool (TBD)	
Line Item	Total
Personnel	\$ -
Operating	\$ -
Equipment	\$ -
Travel	\$ -
Subgrants	\$ -
Indirect Costs	
Total Costs	\$ 75,000

Subgrantee Name:	
Line Item	Total
Personnel	\$ -
Operating	\$ -
Equipment	\$ -
Travel	\$ -
Subgrants	\$ -
Indirect Costs	
Total Costs	\$ -

Special Terms and Conditions

(For federally funded service contracts or agreements and grant agreements)

The use of headings or titles throughout this exhibit is for convenience only and shall not be used to interpret or to govern the meaning of any specific term or condition.

The terms "contract", "Contractor" and "Subcontractor" shall also mean, "agreement", "grant", "grant agreement", "Grantee" and "Subgrantee" respectively.

The terms "California Department of Public Health" and "CDPH" shall have the same meaning and refer to the California State agency that is a party to this Agreement.

This exhibit contains provisions that require strict adherence to various contracting laws and policies. Some provisions herein are conditional and only apply if specified conditions exist (i.e., agreement total exceeds a certain amount, agreement is federally funded, etc.). The provisions herein apply to this Agreement unless the provisions are removed by reference on the face of this Agreement, the provisions are superseded by an alternate provision appearing elsewhere in this Agreement, or the applicable conditions do not exist.

Index of Special Terms and Conditions

1. Federal Equal Employment Opportunity Requirements	17. Human Subjects Use Requirements
2. Travel and Per Diem Reimbursement	18. Novation Requirements
3. Procurement Rules	19. Debarment and Suspension Certification
4. Equipment Ownership / Inventory / Disposition	20. Smoke-Free Workplace Certification
5. Subcontract Requirements	21. Covenant Against Contingent Fees
6. Income Restrictions	22. Payment Withholds
7. Audit and Record Retention	23. Performance Evaluation
8. Site Inspection	24. Officials Not to Benefit
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10. Intellectual Property Rights	26. Prohibited Use of State Funds for Software
11. Air or Water Pollution Requirements	27. Use of Small, Minority Owned and Women's Businesses
12. Prior Approval of Training Seminars, Workshops or Conferences	28. Alien Ineligibility Certification
13. Confidentiality of Information	29. Union Organizing
14. Documents, Publications, and Written Reports	30. Contract Uniformity (Fringe Benefit Allowability)
15. Dispute Resolution Process	31. Lobbying Restrictions and Disclosure Certification
16. Financial and Compliance Audit Requirements	

1. Federal Equal Opportunity Requirements

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

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or CDPH, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
- c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- g. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or CDPH may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by CDPH, the Contractor may request in writing to CDPH, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

2. Travel and Per Diem Reimbursement

(Applicable if travel and/or per diem expenses are reimbursed with agreement funds.)

Reimbursement for travel and per diem expenses from CDPH under this Agreement shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Personnel Administration (DPA), for nonrepresented state employees as stipulated in CDPH's Travel Reimbursement Information Exhibit. If the DPA rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. Exceptions to DPA rates may be approved by CDPH upon the submission of a statement by the Contractor indicating that such rates are not available to the Contractor. No travel outside the State of California shall be reimbursed without prior authorization from CDPH. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

3. Procurement Rules

(Applicable to all agreements in which equipment, property, commodities and/or supplies are furnished by CDPH or expenses for said items are reimbursed with state or federal funds.)

a. Equipment definitions

Wherever the term equipment /property is used, the following definitions shall apply:

- (1) **Major equipment/property:** A tangible or intangible item having a base unit cost of **\$5,000 or more** with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.
- (2) **Minor equipment/property:** A tangible item having a base unit cost of **less than \$5,000** with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement.

- b. **Government and public entities** (including state colleges/universities and auxiliary organizations), whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through h of Provision 3. Paragraph c of Provision 3 shall also apply, if equipment purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.

- c. **Nonprofit organizations and commercial businesses**, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment and services related to such purchases for performance under this Agreement.

- (1) Equipment purchases shall not exceed \$50,000 annually.

To secure equipment above the annual maximum limit of \$50,000, the Contractor shall make arrangements through the appropriate CDPH Program Contract Manager, to have all remaining

equipment purchased through CDPH's Purchasing Unit. The cost of equipment purchased by or through CDPH shall be deducted from the funds available in this Agreement. Contractor shall submit to the CDPH Program Contract Manager a list of equipment specifications for those items that the State must procure. The State may pay the vendor directly for such arranged equipment purchases and title to the equipment will remain with CDPH. The equipment will be delivered to the Contractor's address, as stated on the face of the Agreement, unless the Contractor notifies the CDPH Program Contract Manager, in writing, of an alternate delivery address.

- (2) All equipment purchases are subject to Paragraphs d through h of Provision 3. Paragraph b of Provision 3 shall also apply, if equipment purchases are delegated to subcontractors that are either a government or public entity.
- (3) Nonprofit organizations and commercial businesses, shall use a procurement system that meets the following standards:
 - (a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.
 - (b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.
 - (c) Procurements shall be conducted in a manner that provides for all of the following:
 - [1] Avoid purchasing unnecessary or duplicate items.
 - [2] Equipment solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.
 - [3] Take positive steps to utilize small and veteran owned businesses.
- d. Unless waived or otherwise stipulated in writing by CDPH, prior written authorization from the appropriate CDPH Program Contract Manager will be required before the Contractor will be reimbursed for any purchase of \$5,000 or more for commodities, supplies, equipment, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by CDPH, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.
- e. In special circumstances, determined by CDPH (e.g., when CDPH has a need to monitor certain purchases, etc.), CDPH may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. CDPH reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that CDPH determines to be unnecessary in carrying out performance under this Agreement.
- f. The Contractor and/or subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor and/or subcontractor at any time.
- g. For all purchases, the Contractor and/or subcontractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor and/or subcontractor for inspection or audit.
- h. CDPH may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under Paragraphs b and/or c of Provision 3 by giving the Contractor no less than 30 calendar days written notice.

4. Equipment Ownership / Inventory / Disposition

(Applicable to agreements in which equipment and/or property is furnished by CDPH and/or when said items are purchased or reimbursed with state or federal funds.)

- a. Wherever the terms equipment and/or property are used in Provision 4, the definitions in Provision 3, Paragraph a, shall apply.

Unless otherwise stipulated in this Agreement, all equipment and/or property that are purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement shall be considered state equipment and the property of CDPH.

- (1) CDPH requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by CDPH or purchased/reimbursed with funds provided through this Agreement.

Upon receipt of equipment and/or property, the Contractor shall report the receipt to the CDPH Program Contract Manager. To report the receipt of said items and to receive property tags, Contractor shall use a form or format designated by CDPH's Asset Management Unit. If the appropriate form (i.e., Contractor Equipment Purchased with CDPH Funds) does not accompany this Agreement, Contractor shall request a copy from the CDPH Program Contract Manager.

- (2) If the Contractor enters into an agreement with a term of more than twelve months, the Contractor shall submit an annual inventory of state equipment and/or property to the CDPH Program Contract Manager using a form or format designated by CDPH's Asset Management Unit. If an inventory report form (i.e., Inventory/Disposition of CDPH-Funded Equipment) does not accompany this Agreement, Contractor shall request a copy from the CDPH Program Contract Manager. Contractor shall:

- (a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).
- (b) Submit the inventory report to CDPH according to the instructions appearing on the inventory form or issued by the CDPH Program Contract Manager.
- (c) Contact the CDPH Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by CDPH's Asset Management Unit.

- b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.

- c. Unless otherwise stipulated, CDPH shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.

- d. The Contractor and/or Subcontractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.

- (1) In administering this provision, CDPH may require the Contractor and/or Subcontractor to repair or replace, to CDPH's satisfaction, any damaged, lost or stolen state equipment and/or property. Contractor and/or Subcontractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the CDPH Program Contract Manager.

- e. Unless otherwise stipulated by the program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, shall only be used for performance of this Agreement or another CDPH agreement.

- f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor shall provide a final inventory report of equipment and/or property to the CDPH Program Contract Manager and shall, at that time, query CDPH as to the requirements, including the manner and method, of returning state equipment and/or property to CDPH. Final disposition of equipment and/or property shall be at CDPH expense and according to CDPH instructions. Equipment and/or property disposition instructions shall be issued by CDPH immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, CDPH may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different CDPH agreement.

g. **Motor Vehicles**

(Applicable only if motor vehicles are purchased/reimbursed with agreement funds or furnished by CDPH under this Agreement.)

- (1) If motor vehicles are purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor and/or Subcontractor shall return such vehicles to CDPH and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to CDPH.
- (2) If motor vehicles are purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, the State of California shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner. The Contractor and/or a subcontractor may only use said vehicles for performance and under the terms of this Agreement.
- (3) The Contractor and/or Subcontractor agree that all operators of motor vehicles, purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.
- (4) If any motor vehicle is purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, the Contractor and/or Subcontractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's and/or Subcontractor's possession:

Automobile Liability Insurance

- (a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of \$1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, to the Contractor and/or Subcontractor.
- (b) The Contractor and/or Subcontractor shall, as soon as practical, furnish a copy of the certificate of insurance to the CDPH Program Contract Manager. The certificate of insurance shall identify the CDPH contract or agreement number for which the insurance applies.
- (c) The Contractor and/or Subcontractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to CDPH.
- (d) The Contractor and/or Subcontractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.

- (e) The Contractor and/or Subcontractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:
- [1] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State (California Department of Public Health (CDPH)).
 - [2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.
 - [3] The insurance carrier shall notify CDPH, in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to each agreement number for which the insurance was obtained.
- (f) The Contractor and/or Subcontractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Contractor shall be notified by CDPH, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services shall be performed prior to obtaining said approval.
- (g) In the event the Contractor and/or Subcontractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, CDPH may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

5. Subcontract Requirements

(Applicable to agreements under which services are to be performed by subcontractors including independent consultants.)

- a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing \$5,000 or more. Except as indicated in Paragraph a(3) herein, when securing subcontracts for services costing \$5,000, the Contractor shall obtain at least three bids or justify a sole source award.
- (1) The Contractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.
 - (2) The State may identify the information needed to fulfill this requirement.
 - (3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:
 - (a) A local governmental entity or the federal government,
 - (b) A State college or university from any State,
 - (c) A Joint Powers Authority,
 - (d) An auxiliary organization of a California State University or a California community college,
 - (e) A foundation organized to support the Board of Governors of the California Community Colleges,
 - (f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,
 - (g) Entities of any type that will provide subvention aid or direct services to the public,
 - (h) Entities and/or service types identified as exempt from advertising in State Contracting Manual 5.80. View this publication at the following Internet address:
<http://www.ols.dgs.ca.gov/Contract+Manual/Chapters4through6.htm>.
- b. CDPH reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.

- (1) Upon receipt of a written notice from CDPH requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by CDPH.
- c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of \$5,000 or more are subject to the prior review and written approval of CDPH. CDPH may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by CDPH.
 - d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by CDPH, make copies available for approval, inspection, or audit.
 - e. CDPH assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.
 - f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.
 - g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.
 - h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

"*(Subcontractor Name)* agrees to maintain and preserve, until three years after termination of *(Agreement Number)* and final payment from CDPH to the Contractor, to permit CDPH or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."
 - i. Unless otherwise stipulated in writing by CDPH, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.
 - j. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 19, 20, 24, and 31 or other numbered provisions herein that deemed applicable.

6. Income Restrictions

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

7. Audit and Record Retention

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

- a. The Contractor and/or Subcontractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- b. The Contractor's and/or subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- c. Contractor agrees that CDPH, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to

review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896).

- d. The Contractor and/or Subcontractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.
 - (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
 - (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- e. The Contractor and/or Subcontractor shall comply with the above requirements and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code § 10115.10, if applicable.
- f. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.
- g. The Contractor shall, if applicable, comply with the Single Audit Act and the audit reporting requirements set forth in OMB Circular A-133.

8. Site Inspection

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

9. Federal Contract Funds

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

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
- b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.

- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- d. CDPH has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

10. Intellectual Property Rights

a. Ownership

- (1) Except where CDPH has agreed in a signed writing to accept a license, CDPH shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.
- (2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.
 - (a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.
- (3) In the performance of this Agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of CDPH's Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of CDPH's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of CDPH. **Except as otherwise set forth herein, neither the Contractor nor CDPH shall give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to CDPH, Contractor agrees to abide by all license and confidentiality restrictions applicable to CDPH in the third-party's license agreement.
- (4) Contractor agrees to cooperate with CDPH in establishing or maintaining CDPH's exclusive rights in the Intellectual Property, and in assuring CDPH's sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to CDPH all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or CDPH and which result directly or indirectly from this Agreement or any subcontract.
- (5) Contractor further agrees to assist and cooperate with CDPH in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce CDPH's Intellectual Property rights and interests.

b. Retained Rights / License Rights

- (1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to CDPH, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.
- (2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of CDPH or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

c. Copyright

- (1) Contractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to CDPH to any work product made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.
- (2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, shall include CDPH's notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2007, etc.], Department of Public Health. This material may not be reproduced or disseminated without prior written permission from the Department of Public Health." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

d. Patent Rights

With respect to inventions made by Contractor in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, Contractor hereby grants to CDPH a license as described under Section b of this provision for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Contractor agrees to assign to CDPH, without additional compensation, all its right, title and interest in and to such inventions and to assist CDPH in securing United States and foreign patents with respect thereto.

e. Third-Party Intellectual Property

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining CDPH's prior written approval; and (ii) granting to or obtaining for CDPH, without additional compensation, a license, as described in Section b of this provision, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon the these terms is unattainable, and CDPH determines that the Intellectual Property should be included in or is required for

Contractor's performance of this Agreement, Contractor shall obtain a license under terms acceptable to CDPH.

f. Warranties

(1) Contractor represents and warrants that:

- (a) It is free to enter into and fully perform this Agreement.
- (b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
- (c) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.
- (d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
- (e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.
- (f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to CDPH in this Agreement.
- (g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
- (h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.

(2) CDPH MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

g. Intellectual Property Indemnity

- (1) Contractor shall indemnify, defend and hold harmless CDPH and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of CDPH's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual

Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. CDPH reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against CDPH.

- (2) Should any Intellectual Property licensed by the Contractor to CDPH under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve CDPH's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to CDPH. CDPH shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for CDPH to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, CDPH shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.
- (3) Contractor agrees that damages alone would be inadequate to compensate CDPH for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges CDPH would suffer irreparable harm in the event of such breach and agrees CDPH shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

h. Federal Funding

In any agreement funded in whole or in part by the federal government, CDPH may acquire and maintain the Intellectual Property rights, title, and ownership, which results directly or indirectly from the Agreement; except as provided in 37 Code of Federal Regulations part 401.14; however, the federal government shall have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

i. Survival

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

11. Air or Water Pollution Requirements

Any federally funded agreement and/or subcontract in excess of \$100,000 must comply with the following provisions unless said agreement is exempt under 40 CFR 15.5.

- a. Government contractors agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act [42 U.S.C. 1857(h)], section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended.

12. Prior Approval of Training Seminars, Workshops or Conferences

Contractor shall obtain prior CDPH approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference conducted pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under this Agreement in any media. This provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor or Subcontractor to conduct routine business matters.

13. Confidentiality of Information

- a. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.
- b. The Contractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.
- c. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH Program Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.
- d. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than CDPH without prior written authorization from the CDPH Program Contract Manager, except if disclosure is required by State or Federal law.
- e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.
- f. As deemed applicable by CDPH, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

14. Documents, Publications and Written Reports

(Applicable to agreements over \$5,000 under which publications, written reports and documents are developed or produced. Government Code Section 7550.)

Any document, publication or written report (excluding progress reports, financial reports and normal contractual communications) prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts or agreements and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds \$5,000.

15. Dispute Resolution Process

- a. A Contractor grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Contractor and CDPH, the Contractor must seek resolution using the procedure outlined below.
 - (1) The Contractor should first informally discuss the problem with the CDPH Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.
 - (2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which

the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.

- b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).
- c. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.
- d. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Program Contract Manager.
- e. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the CDPH Program Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

16. Financial and Compliance Audit Requirements

- a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.
- b. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code section 38030).
- c. The Contractor, as indicated below, agrees to obtain one of the following audits:
 - (1) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives \$25,000 or more from any State agency under a direct service contract or agreement; the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
 - (2) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives less than \$25,000 per year from any State agency under a direct service contract or agreement, the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
 - (3) If the Contractor is a State or Local Government entity or Nonprofit organization (as defined by the Federal Office of Management and Budget [OMB] Circular A-133) and expends \$500,000 or more in Federal awards, the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in OMB Circular A-133 entitled "Audits of States, Local Governments, and Non-Profit Organizations". An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall

be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:

- (a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or
 - (b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.
- (4) If the Contractor submits to CDPH a report of an audit other than an OMB A-133 audit, the Contractor must also submit a certification indicating the Contractor has not expended \$500,000 or more in federal funds for the year covered by the audit report.
- d. Two copies of the audit report shall be delivered to the CDPH program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the CDPH Program Contract Manager shall forward the audit report to CDPH's Audits and Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.
 - e. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Contractor's total revenue. The CDPH program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.
 - f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.
 - g. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.
 - h. Nothing in this provision limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.
 - i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.
 - j. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.
 - k. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

The term "expanded scope auditing" is applied and defined in the U.S. General Accounting Office (GAO) issued Standards for *Audit of Government Organizations, Programs, Activities and Functions*, better known as the "yellow book".

17. Human Subjects Use Requirements

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

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

18. Novation Requirements

If the Contractor proposes any novation agreement, CDPH shall act upon the proposal within 60 days after receipt of the written proposal. CDPH may review and consider the proposal, consult and negotiate with the Contractor, and accept or reject all or part of the proposal. Acceptance or rejection of the proposal may be made orally within the 60-day period and confirmed in writing within five days of said decision. Upon written acceptance of the proposal, CDPH will initiate an amendment to this Agreement to formally implement the approved proposal.

19. Debarment and Suspension Certification

(Applicable to all agreements funded in part or whole with federal funds.)

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

20. Smoke-Free Workplace Certification

(Applicable to federally funded agreements/grants and subcontracts/subawards, that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)

- a. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.
- b. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.
- c. By signing this Agreement, Contractor or Grantee certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.
- d. Contractor or Grantee further agrees that it will insert this certification into any subawards (subcontracts or subgrants) entered into that provide for children's services as described in the Act.

21. Covenant Against Contingent Fees

(Applicable only to federally funded agreements.)

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

22. Payment Withholds

(Applicable only if a final report is required by this Agreement. Not applicable to government entities.)

Unless waived or otherwise stipulated in this Agreement, CDPH may, at its discretion, withhold 10 percent (10%) of the face amount of the Agreement, 50 percent (50%) of the final invoice, or \$3,000 whichever is greater, until CDPH receives a final report that meets the terms, conditions and/or scope of work requirements of this Agreement.

23. Performance Evaluation

(Not applicable to grant agreements.)

CDPH may, at its discretion, evaluate the performance of the Contractor at the conclusion of this Agreement. If performance is evaluated, the evaluation shall not be a public record and shall remain on file with CDPH. Negative performance evaluations may be considered by CDPH prior to making future contract awards.

24. Officials Not to Benefit

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

25. Four-Digit Date Compliance

(Applicable to agreements in which Information Technology (IT) services are provided to CDPH or if IT equipment is procured.)

Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

26. Prohibited Use of State Funds for Software

(Applicable to agreements in which computer software is used in performance of the work.)

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

27. Use of Small, Minority Owned and Women's Businesses

(Applicable to that portion of an agreement that is federally funded and entered into with institutions of higher education, hospitals, nonprofit organizations or commercial businesses.)

Positive efforts shall be made to use small businesses, minority-owned firms and women's business enterprises, whenever possible (i.e., procurement of goods and/or services). Contractors shall take all of the following steps to further this goal.

- (1) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
- (2) Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
- (3) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
- (4) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
- (5) Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

28. Alien Ineligibility Certification

(Applicable to sole proprietors entering federally funded agreements.)

By signing this Agreement, the Contractor certifies that he/she is not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act. (8 U.S.C. 1601, et seq.)

29. Union Organizing

(Applicable only to grant agreements.)

Grantee, by signing this Agreement, hereby acknowledges the applicability of Government Code Sections 16645 through 16649 to this Agreement. Furthermore, Grantee, by signing this Agreement, hereby certifies that:

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

30. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

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

- a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.
- b. As used herein, fringe benefits do not include:
 - (1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.
 - (2) Director's and executive committee member's fees.
 - (3) Incentive awards and/or bonus incentive pay.
 - (4) Allowances for off-site pay.
 - (5) Location allowances.
 - (6) Hardship pay.
 - (7) Cost-of-living differentials
- c. Specific allowable fringe benefits include:
 - (1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.
- d. To be an allowable fringe benefit, the cost must meet the following criteria:
 - (1) Be necessary and reasonable for the performance of the Agreement.
 - (2) Be determined in accordance with generally accepted accounting principles.
 - (3) Be consistent with policies that apply uniformly to all activities of the Contractor.
- e. Contractor agrees that all fringe benefits shall be at actual cost.

f. Earned/Accrued Compensation

- (1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See Provision f (3)(a) for an example.
- (2) For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.
- (3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the Agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.

(a) **Example No. 1:**

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

(b) **Example No. 2:**

If during a three-year (multiple year) agreement, John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).

(c) **Example No. 3:**

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

31. Lobbying Restrictions and Disclosure Certification

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

a. Certification and Disclosure Requirements

- (1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.
- (2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.
- (3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:

- (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
 - (b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
 - (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- (4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.
- (5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDPH Program Contract Manager.

b. Prohibition

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

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH
CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

Stanislaus County Health Services Agency

Name of Contractor

Mary Ann Lee

Printed Name of Person Signing for Contractor

12-10184

Contract / Grant Number

Signature of Person Signing for Contractor

Date

Title

Managing Director

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


California Department of Public Health

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

CERTIFICATION REGARDING LOBBYING

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Approved by OMB
0348-0046

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

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subawardee recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

Exhibit E
Additional Provisions

1. Additional Incorporated Documents

- A. The following documents and any subsequent updates are not attached, but are incorporated herein and made a part hereof by this reference. These documents may be updated periodically by CDPH, as required by program directives. CDPH shall provide the Grantee with copies of said documents and any periodic updates thereto, under separate cover. CDPH will maintain on file, all documents referenced herein and any subsequent updates.
1. Network Local Projects *Network for a Healthy California* Guidelines Manual and any revisions thereto. (Revision October 2011)
<http://www.cdph.ca.gov/programs/cpns/Pages/GuidelinesManual.aspx>
 2. *Network for a Healthy California* Program Letters and any revisions thereto.
<http://www.cdph.ca.gov/programs/cpns/Pages/ProgramLetters.aspx>
 3. United States Department of Agriculture State Supplemental Nutrition Assistance Program Education (SNAP-Ed) Plan Guidance. (Revision Date FY 2012)
<http://www.nal.usda.gov/fsn/Guidance/FY2012SNAP-EdGuidance.pdf>

2. Cancellation / Termination

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

Exhibit E
Additional Provisions

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

3. Avoidance of Conflicts of Interest by Grantee

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

Exhibit E
Additional Provisions

desire for private gain for themselves or others, such as those with whom they have family, business or other ties.

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

Contractor's Release

Instructions to Contractor:

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

Submission of Final Invoice

Pursuant to **contract number** 12-10184 entered into between the California Department of Public Health (CDPH) and the Contractor (identified below), the Contractor does acknowledge that final payment has been requested via **invoice number(s)** _____, in the **amount(s) of \$** _____ and **dated** _____.
If necessary, enter "See Attached" in the appropriate blocks and attach a list of invoice numbers, dollar amounts and invoice dates.

Release of all Obligations

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

Repayments Due to Audit Exceptions / Record Retention

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

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

Recycled Product Use Certification

By signing this form, Contractor certifies under penalty of perjury that a minimum of 0% unless otherwise specified in writing of post consumer material, as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether it meets the requirements of Public Contract Code Section 12209. Contractor specifies that printer or duplication cartridges offered or sold to the State comply with the requirements of Section 12156(e).

Reminder to Return State Equipment/Property (If Applicable)

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

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

Patents / Other Issues

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

ONLY SIGN AND DATE THIS DOCUMENT WHEN ATTACHING IT TO THE FINAL INVOICE

Contractor's Legal Name (as on contract): Stanislaus County Health Services Agency

Signature of Contractor or Official Designee: _____ Date: _____

Printed Name/Title of Person Signing: _____

Distribution: Accounting (Original) Program

Travel Reimbursement Information
(Mileage Reimbursement Increase Effective 7/1/11)

1. The following rate policy is to be applied for reimbursing the travel expenses of persons under contract. The terms "contract" and/or "subcontract" have the same meaning as "grantee" and/or "subgrantee" where applicable.
 - a. Reimbursement for travel and/or per diem shall be at the rates established for nonrepresented/excluded state employees. Exceptions to Department of Personnel Administration (DPA) lodging rates may be approved by *the California Department of Public Health (CDPH)* upon the receipt of a statement on/with an invoice indicating that such rates are not available.
 - b. Short Term Travel is defined as a 24-hour period, and less than 31 consecutive days, and is at least 50 miles from the main office, headquarters or primary residence. Starting time is whenever a contract or subcontract employee leaves his or her home or headquarters. "Headquarters" is defined as the place where the contracted personnel spends the largest portion of their working time and returns to upon the completion of assignments. Headquarters may be individually established for each traveler and approved verbally or in writing by the program funding the agreement. Verbal approval shall be followed up in writing or email.
 - c. Contractors on travel status for more than one 24-hour period and less than 31 consecutive days may claim a fractional part of a period of more than 24 hours. Consult the chart appearing on Page 2 of this exhibit to determine the reimbursement allowance. All lodging reimbursement claims must be supported by a receipt*. If a contractor does not or cannot present receipts, lodging expenses will not be reimbursed.

(1) Lodging (with receipts*):

Travel Location / Area	Reimbursement Rate
Statewide (excluding the counties identified below)	\$ 84.00 plus tax
Counties of Los Angeles and San Diego	\$110.00 plus tax
Counties of Alameda, San Francisco, San Mateo, and Santa Clara	\$140.00 plus tax

Reimbursement for actual lodging expenses that exceed the above amounts may be allowed with the advance approval of the Deputy Director of the California Department of *Public Health (CDPH)* or his or her designee. Receipts are required.

*Receipts from Internet lodging reservation services such as Priceline.com which require prepayment for that service, ARE NOT ACCEPTABLE LODGING RECEIPTS and are not reimbursable without a valid lodging receipt from a lodging establishment.

- (2) Meal/Supplemental Expenses (with or without receipts): With receipts, the contractor will be reimbursed actual amounts spent up to the maximum for each full 24-hour period of travel.

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

- d. Out-of-state travel may only be reimbursed if such travel is necessitated by the scope or statement of work and has been approved in advance by the program with which the contract is held. For out-of-state travel, contractors may be reimbursed actual lodging expenses, supported by a receipt, and may be reimbursed for meals and supplemental expenses for each 24-hour period computed at the rates listed in c. (2) above. For all out-of-state travel, contractors/subcontractors must have prior CDPH written or verbal approval. Verbal approval shall be confirmed in writing (email or memo).
- e. In computing allowances for continuous periods of travel of less than 24 hours, consult the chart appearing on Page 2 of this exhibit.
- f. No meal or lodging expenses will be reimbursed for any period of travel that occurs within normal working hours, unless expenses are incurred at least 50 miles from headquarters.

- If any of the reimbursement rates stated herein is changed by DPA, no formal contract amendment will be required to incorporate the new rates. However, CDPH shall inform the contractor, in writing, of the revised travel reimbursement rates and the applicable effective date of any rate change.

At CDPH's discretion, changes or revisions made by CDPH to this exhibit, excluding travel reimbursement policies established by DPA may be applied retroactively to any agreement to which a Travel Reimbursement Information exhibit is attached, incorporated by reference, or applied by CDPH program policy. Changes to the travel reimbursement rates stated herein may not be applied earlier than the date a rate change is approved by DPA.

- For transportation expenses, the contractor must retain receipts for parking; taxi, airline, bus, or rail tickets; car rental; or any other travel receipts pertaining to each trip for attachment to an invoice as substantiation for reimbursement. Reimbursement may be requested for commercial carrier fares; private car mileage; parking fees; bridge tolls; taxi, bus, or streetcar fares; and auto rental fees when substantiated by a receipt.
- Note on use of autos:** If a contractor uses his/her or a company car for transportation, the rate of reimbursement will be **55.5 cents** maximum per mile. If a contractor uses his/her or a company car "in lieu of" airfare, the air coach fare will be the maximum paid by the State. The contractor must provide a cost comparison upon request by the State. Gasoline and routine automobile repair expenses are not reimbursable.
- The contractor is required to furnish details surrounding each period of travel. Travel expense reimbursement detail may include, but not be limited to: purpose of travel, departure and return times, destination points, miles driven, mode of transportation, etc. Reimbursement for travel expenses may be withheld pending receipt of adequate travel documentation.
- Contractors are to consult with the program with which the contract is held to obtain specific invoicing procedures.

Per Diem Reimbursement Guide

Length of travel period	This condition exists...	Allowable Meal(s)
Less than 24 hours	Trip begins at or before 6 a.m. and ends at or after 9 a.m.	Breakfast may be claimed.
Less than 24 hours	Trip begins at or before 4 p.m. and ends at or after 7 p.m.	Dinner may be claimed.
24 hours	Trip begins at or before 6 a.m.	Breakfast may be claimed.
24 hours	Trip begins at or before 11 a.m.	Lunch may be claimed.
24 hours	Trip begins at or before 5 p.m.	Dinner may be claimed.
More than 24 hours	Trip ends at or after 8 a.m.	Breakfast may be claimed.
More than 24 hours	Trip ends at or after 2 p.m.	Lunch may be claimed.
More than 24 hours	Trip ends at or after 7 p.m.	Dinner may be claimed.

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CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> Stanislaus County Health Services Agency		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i> Mary Ann Lee, Managing Director		
<i>Date Executed</i>	<i>Executed in the County of</i> Stanislaus	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)