

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.

_____	_____
Name of Contractor	Printed Name of Person Signing for Contractor
_____	_____
Contract / Grant Number	Signature of Person Signing for Contractor
_____	_____
Date	Title

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

FORM APPROVED COUNTY COUNSEL
BY: Neal R. Kipnis 11/12
NEAL R. KIPNIS DATE

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

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 subaward 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, Supplemental Nutrition Assistance Program Education (SNAP-Ed) Plan Guidance. (Revision Date FFY 2013)
<http://www.nal.usda.gov/fsn/Guidance/FY2013SNAP-EdPlanGuidance.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 12-10194 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): County of Riverside Department of Public Health

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.
<i>Contractor may not claim lunch or incidentals on one-day trips. When trips are less than 24 hours and there's no overnight stay, meals claimed are taxable.</i>		
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.
<i>Contractor may not claim meals provided by the State, meals included in hotel expenses or conference fees, meals included in transportation costs such as airline tickets, or meals that are otherwise provided. Snacks and continental breakfasts such as rolls, juice, and coffee are not considered to be meals.</i>		

CCC-307

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> <i>County of Riverside Department of Public Health</i>		<i>Federal ID Number</i> <i>95-6000930</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

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

FOR APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS
DATE: 8/12

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 lessor 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.

S:\ADMIN\HOMEPAGE\CCC\CCC-307.doc

Date: Wednesday, October 26, 2011

From: Susan Harrington, Director Department of Public Health
Department/Agency: CHA/DOH

To: Board of Supervisors/Purchasing Agent

Via: Purchasing Agent

Subject: Sole Source Procurement;
Request for *Palm Springs Unified School District (PSUSD)*

The below information is provided in support of my Department requesting approval for a sole source. Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself, justification for sole source.

1. **Supply/Service being requested:** Collaboration and partnership around the promotion of health and nutrition in Food Stamp Nutrition Education Program (SMAP-Ed) eligible populations in Riverside County, as part of the Network for a Health California Local Incentive Award (LIA).
2. **Supplier being requested:** *Palm Springs Unified School District*
Wanda Grant, RD
Food Service Director
2901 Alejo Road
Palm Springs, Ca. 92262
Phone: 760-416-8351
<http://www.psusd.us/>
3. **Alternative suppliers that can or might be able to provide supply/service:**
There are no other suppliers because *Palm Springs Unified School District* is the only school district that has the qualifying Food Stamp Nutrition Education (SNAP-ED) census tracts for that given demographic area in the California Geographic Information System (GIS) Map. The State recommends that we expand to this area.
4. **Extent of market search conducted:**
Research was conducted using the Internet and sources from Network for a Healthy California - GIS Map Viewer

The Network for a Healthy California mapping application is an interactive, internet-based Geographic Information System (GIS) that allows users to view and query mapped nutrition data. The application contains a rich set of nutrition and other health related data, including:

- Nutrition and school health programs
- WIC grocery stores and other local nutrition resources
- Demographics (race and spoken language) of general and at-risk populations
- Various California Department of Public Health regions and Political (senate and assembly) districts

Laura D. Harrington
Department Head Signature

11/28/11
Date

Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove

Not to exceed: \$ 717870 . One time Annual Amount through 9-30/2014

[Signature]
Purchasing Agent

12-5-11
Date

12-317
Approval Number
(Reference on Purchasing Documents)



RON CHAPMAN, MD, MPH
Director

State of California—Health and Human Services Agency
California Department of Public Health



EDMUND G. BROWN JR.
Governor

August 17, 2012

County of Riverside Department of Public Health
Attn: Nutrition Services Branch and Health Promotion Branch
P.O. Box 7849
Riverside, CA 92513

Attention: Nancy Allende, RD
Supervising Nutritionist

Subject: Agreement Number 12-10194

Dear Ms. Allende:

The California Department of Public Health (CDPH) has standardized its contracting procedures and agreement formats. The enclosed agreement references on-line general terms and conditions (GTC or GIA) that are not attached to the agreement. The cited terms may be accessed at this Internet site: <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>. Please select "Standard Contract Language" from the pick list. The enclosed agreement is not binding until signed by both parties and approved by the appropriate state control agency (if required). No services are to be provided prior to approval, as CDPH is not obligated to make any payment prior to final approval. Expeditious handling of this agreement is appreciated. To help facilitate the expeditious handling of your agreement, please return the required documents by using overnight/express mail.

Required action is noted by each checked/checked item. Return all item(s) to the address identified below:

By signing the line below, you understand the enclosed agreement is not binding until signed by both parties and approved by the appropriate state control agency (if required). No services are to be provided prior to approval, as CDPH is not obligated to make any payment prior to final approval. Return this form to CDPH.

X _____
Authorized Signature Date

Printed Name and Title of Person Signing

FORM APPROVED COUNTY COUNSEL
BY: Neal R. Kipnis DATE: 8/17/12
NEAL R. KIPNIS

X Affix a signature to the enclosed CDPH 1229 (face sheet), of the agreement and each additional face sheet. **Two** CDPH 1229 (CDPH 1229a for amendments) copies must bear original signatures. Return **all** items to CDPH for further processing. A copy of the approved agreement will be distributed to you after it is fully executed. Alterations, in general, are not allowed. Alterations and page replacements, if any, must be pre-approved by CDPH and each visible alteration must be initialed by the person who signs the agreement. Signed originals required.

X **Exhibit D(F), Page 23 thru 25, Certification Regarding Lobbying:**
Please read this certification. Complete and have certification signed. Return the signed certification (original signature) to CDPH for further processing. Two signed originals required.

Non-Profit Agreements:
The signed agreements as indicated above must be accompanied by a copy of your organizations 501c(3) Non-profit status letter from the Internal Revenue Service to prove non-profit status.

X **County, City, District, or other local public body Agreements:**
The signed agreement(s) as indicated above must be accompanied by a copy of the resolution, order, motion/minutes, or ordinance of the local governing body, which by law has authority to enter into the proposed agreement, authorizing execution of the agreement. (See Attachment 1 for definitions.)

X Provide documentation of **signatory authority** for the official that is authorized to sign on behalf of your agency. The authority shall be stated in a resolution, order, motion or ordinance or must be provided through a separate official document.

Complete, sign, and return the Payee Data Record (STD 204). Payments cannot be issued without this form.

X Go to <http://www.ols.dgs.ca.gov/Standard+Language/default.htm> and select " Standard Contract Language" from the pick list to review GTC 610, the version that is referenced on the CDPH 1229 (face sheet) of the agreement as Exhibit C. Review provision 11 of GTC 610 to locate the Contractor Certification Clause (CCC 307) the number that applies to the enclosed agreement. GTC 610 may also be found at the link provided above. Read the cited CCC in its entirety. Complete and sign the first page of the cited Certification. Return the first page of the originally signed Certification to the address noted below. Failure to return the appropriate signed CCC will prohibit CDPH from doing business with your Agency. Signed original copy of CCC 307 (first page) is required.

County of Riverside Department of Public Health
Page 3
August 17, 2012

Return all designated materials to the following address:

California Department of Public Health
Network for a Healthy California
ATTENTION: Jorge G. Leal
1616 Capitol Avenue, Suite 74.516
Mail Station 7204
P.O. Box 997377
Sacramento, CA 95899-7377

For inquiries regarding this agreement, please contact Jorge G. Leal at 916-327-8018 and cite the agreement number.

Thank you for your attention to this matter.

Sincerely,



for

Jorge G. Leal
Grants Manager
Network for a Healthy California

Enclosure(s)

**State of California Requirements for a
Resolution of Local Government Entity**

Where one of the contracting parties is a county, city, district, or other local public body, the contract shall be accompanied by a copy of the resolution, order, motion, or ordinance of the local governing body by law having authority to enter into the proposed contract approving an authorizing execution of the agreement except in any instances where performance by the local governmental entity will be complete prior to any payment by the State.

The following definitions apply to original agreements and amendments:

“Resolution” is a formal expressing of the opinion or will of an official body or public assembly, adopted by vote. A valid resolution was passed, sets forth the roll call on the resolution, is signed and approved by the Chairman, and is attested to by the clerk of the governing body.

“Order” is a mandate, command for determination of an administrative body or agency. An order should contain a statement of what is ordered, be dated, and signed and/or approved by an administrative body.

“Motions” or “Minutes of the Meeting” used to satisfy the resolution requirement must show that the motion was passed or accepted and should have the clerk’s certification that they are true excerpts.

“Ordinance” is a term used to designate the enactment’s of the legislative body of a municipal corporation, which are of a general and permanent nature. If excerpts from codebooks are used, a letter of source documentation should also be submitted.

THIS AGREEMENT is entered

Between

**County of Riverside
Department of Public Health Nutrition Services Branch**

and

Palm Springs Unified School District

This AGREEMENT is made and entered between the County of Riverside on behalf of the County of Riverside, Department of Public Health, Nutrition Services Branch, herein after referred to as "COUNTY" and "Palm Springs Unified School District – Nutrition Services", hereinafter called PSUSD and/or CONTRACTOR.

I. PURPOSE & SCOPE

The purpose of this AGREEMENT is to clearly identify the roles and responsibilities of each party as they relate to the collaboration and partnership around the promotion of health and nutrition in Supplemental Nutrition Assistance Program Education (SNAP-Ed) eligible populations in Riverside County, as part of the *Network for a Healthy California* Network Local Projects (NLP).

II. BACKGROUND

The COUNTY is serving a population of 2.1 million people in an urban and rural setting. The purpose of the COUNTY is to promote and protect the health of the residents of Riverside County. The COUNTY has participated as a Network Local Projects (NLP) in the *Network Supplemental Nutrition Assistance Program Education (SNAP-Ed)* since 1997. PSUSD, located in eastern Riverside County, enrolls approximately 24,300 students in kindergarten through grade 12. The District operates 24 schools, 16 elementary, 4 middle schools (grades 6-8), and 4 comprehensive high schools (grades 9-12). PSUSD will be a new partner and CONTRACTOR with the COUNTY beginning October 1, 2012 providing nutrition education through the *Network*.

III. PSUSD SERVICE RESPONSIBILITIES UNDER THIS AGREEMENT

1. The CONTRACTOR shall participate in the implementation of the *Network for a Healthy California* Network Local Projects (NLP) and conduct nutrition education

and activities as outlined and specified in Exhibit A - the NLP Scope of Work (SOW).

IV. PSUSD GENERAL RESPONSIBILITIES UNDER THIS AGREEMENT

1. In the performance of this Contract, CONTRACTOR, its agents and employees, shall not act in the capacity as officers, employees, or agents of the COUNTY.
2. Without the prior written consent of COUNTY, this Contract is not assignable by CONTRACTOR either in whole or in part.
3. If during the course of the administration of this Contract, the COUNTY determines that the CONTRACTOR has made a material misstatement or misrepresentation or that materially inaccurate information has been provide to the COUNTY, this Contact may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.
4. CONTRACTOR agrees not to enter into any subcontracts for work contemplated under the Contract without first obtaining written approval from the Department Director. Any subcontractor shall be subject to the same provisions as CONTRACTOR. CONTRACTOR shall be fully responsible for the performance of any subcontractor.
5. CONTRACTOR shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability of Contract performance. Said record shall be kept and maintained within the PSUSD. COUNTY shall have the right upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.

Records should include, but are not limited to, monthly summary sheets, sign-in sheets, and other primary source documents. Fiscal records shall be kept in accordance with General Accepted Accounting Principles and must account for all expenses, salary and fringe benefits funds. Fiscal records must also comply with the appropriate Office of Management and Budget (OMB) Circulars that state the administrative requirements, cost principles and other standards for accounting.

All records shall be complete and current and comply with all Contract requirements. **Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billing submitted and for termination of the Contract.**

6. CONTRACTOR shall notify COUNTY in writing of any change in mailing address and/or physical location within ten (10) days of the change, and shall immediately notify COUNTY of changes in telephone or fax numbers.

7. CONTRACTOR shall notify COUNTY of any continuing vacancies and any positions that become vacant during the term of the Contract that will result in reduction of services to be provided under this Contract. Upon notice of vacancies the CONTRACTOR shall apprise COUNTY of the steps being taken to provide the services and to fill the position as expeditiously as possible. Vacancies and associated problems shall be reported to COUNTY on each periodically required report for duration of said vacancies and/or problems.
8. CONTRACTOR shall designate an individual to serve as the primary point of contact for the Contract. CONTRACTOR shall notify the COUNTY when the primary contact will be unavailable/out of the office for one (1) or more working days. CONTRACTOR or designee must respond to COUNTY inquiries within two (2) County business days.
9. CONTRACTOR shall keep COUNTY apprised of any and all actions taken by its Board of Directors or other governing parties which may impact on the Contract.
10. CONTRACTOR shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to this Contract, except for statistical information not identifying any participant. The CONTRACTOR shall not use or disclose any identifying information for any other purpose other than carrying out the CONTRACTOR'S OBLIGATIONS UNDER THIS Contract, except as may be otherwise required by law. This provision will remain in force even after termination of the Contract.

V. COUNTY RESPONSIBILITIES UNDER THIS AGREEMENT

COUNTY shall undertake the following activities during the duration of the AGREEMENT term:

1. Provide PSUSD services as outlined and specified in Exhibit A – Palm Springs USD Scope of Services.
2. Oversee all activities covered by the NLP contract.
3. Prepare and submit all required reports or data required by the NLP program.
4. Participate in all collaborative meetings related to the NLP contract.
5. Provide PSUSD with technical support related to documentation Federal Share.
6. The COUNTY will compensate the CONTRACTOR for Federal Share on a cost reimbursement basis for approved salaries and fringe benefits in accordance with provisions of this Contract.

7. The COUNTY will monitor and evaluate the performance of the CONTRACTOR in meeting the terms of the Contract and the quality and effectiveness of series provided, based on criteria determined by the COUNTY. COUNTY personnel shall monitor the performance of the CONTRACTOR at least once every six months, or as deemed necessary by the COUNTY.

VI. FISCAL PROVISIONS

1. The maximum amount of payment under this Contract shall not exceed \$217,820 and shall be subject to availability of funds to the COUNTY. The consideration to be paid to CONTRACTOR, as provided herein, shall be in full payment of all CONTRACTOR’S services and salaries and fringe benefits incurred in the performance hereof.
 - a. \$ 217,820 for budget period of 10/01/2012 through 09/30/2013.
2. CONTRACTOR shall provide a Federal Share staff with salary rates and fringe benefit rates for each personnel.
3. Submit Federal Share Monthly Time Logs (Exhibit B) quarterly to the COUNTY for all Federal activities that comply with *Network* guidelines for providing nutrition education and physical activity promotion. Time Logs will be completed, signed by the employee and verified and signed by the employee’s Supervisor (or designee). Time Logs are due to Riverside County Nutrition Services *no later than* the 15th of the month following the end of a quarter. Extensions may be requested quarterly for no more than fifteen (15) calendar days. If the Contractor fails to obtain prior written County approval of an alternate invoice submission deadline, the invoice may not be honored.

Quarter	Months	Due Date
I	Oct 2012 – Dec 2012	Jan 31, 2013
II	Jan 2013 – Mar 2013	Apr 15, 2013
III	Apr 2013 – Jun 2013	Jul 15, 2013
IV	Jul 2013– Sep 2013	Oct 15, 2013

Time Log staff is as follows:

October 1, 2012- September 30, 2013

PSUSD Position	Federal Share Match %
Nutrition Coordinator/Project Coordinator (1)	100%
Accountant/Finance Analyst (Accounting Technician (1)	25%
Lead Teachers (26)	Flat Rate

4. CONTRACTOR shall be paid on a cost reimbursement basis and is limited to the obligations and expenditures specified in the Subcontractor Budget Justification, hereto attached as Exhibit C. Reimbursement to the CONTRACTOR shall be contingent upon the submission by the CONTRACTOR, and approval by the COUNTY, of an invoice and required reports in the form of Exhibit D and thereby incorporated in this Contract.
5. Contract shall submit quarterly invoices for payment within fifteen (15) days following the end of each calendar quarter in which the work was performed and costs incurred in the performance of the Contract, unless the contract has reached the expiration or termination date of a later alternate deadline is agreed to in writing by the COUNTY.

CONTRACTOR shall submit a final undisputed invoice for payment no more than sixty (60) calendar days following the expiration or termination date of this Contract, unless a later or alternate deadline is agreed to in writing by the COUNTY. Said invoice should be clearly marked "Final Invoice", thus indicating that all payment obligations of the COUNTY under this Contract have ceased and that no further payment are due or outstanding.

Invoices shall:

- a. Be prepared on company letterhead. If invoices are not on produced letterhead, invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent actual expenses for the service performed under this Contract.
- b. Bear the CONTRACTOR'S name as shown on the Contract.
- c. Identify the billing and/or performance period covered by the invoice.
- d. Itemize costs for the billing in the same or greater level of detail as indicated in the Contract. Subject to the terms of the Contract, reimbursement may only be

sought for those costs and/or categories expressly identified an allowable in this Contract and approved by the COUNTY.

Invoices must be submitted to:

County of Riverside Department of Public Health
Attn: Betsy Ennis
Nutrition Services, Room 207
4065 County Circle Drive
Riverside, CA 92503

- e. Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by COUNTY. CONTRACTOR shall not use current year funds to pay prior or future year obligations.
- f. If the allowability of an expense cannot be determined 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 a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.
- g. Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as the Contract. CONTRACTOR shall not claim reimbursement or payment from COUNTY for, or apply sums received from COUNTY with respect to that portion of its obligations that have been paid by another source of revenue. CONTRACTOR agrees that it will not use funds received pursuant to the Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the COUNTY.
- h. COUNTY is not responsible for payment of any taxes.
- i. CONTRACTOR shall accept payments from the COUNTY via electronic funds transfer (EFT) directly deposited into the CONTRACTOR'S designated checking or other bank account or accept payments from the COUNTY in the form of a warrant/check via mail made payable to PSUSD, Nutrition Services.

CONTRACTOR shall promptly comply with directions and accurately complete forms provided by the COUNTY as required to process payments.

- 6. CONTRACTOR shall follow all relevant and applicable regulations as specified in the California Department of Public Health's "Special Terms and Conditions," also known as Exhibit D(F).

7. CONTRACTOR shall abide by regulations to ensure compliance with fiscal and programmatic activities. Program guidelines manual specifies allowable uses of Network funding , program planning and reporting requirements
<http://www.cdph.ca.gov/programs/cpns/Pages/GuidelinesManual.aspx>

VII. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. The California Department of Public Health administers funding for NLP and California Department of Education administers funding for PSUSD.
2. This Agreement is subject to prior review and written approval of the California Department of Public Health. The parties understand and agree that this Agreement is made contingent upon availability of funds. Proposals considered by the Legislature, including those made by the Governor could potentially reduce or defer funds for the current year's programs. In the event that the Legislature takes action to reduce or defer the funding for this program, this agreement will be amended accordingly.
3. Either party may terminate this agreement without cause by giving 30 calendar days advanced written notice to the other party.

VIII. FEDERAL SHARE REQUIREMENTS

As requested by COUNTY and/or the Network, PSUSD shall provide documentation of qualifying services that they provide with their own resources to the total of \$217,820 for Federal Share each year.

As requested by the COUNTY and/or Network, CONTRACTOR shall provide documentation of qualifying nutrition education service as approved in the Scope of Work. CONTRACTOR is eligible to receive up to 100% Federal Share Budget to the total of \$ 217,820. The Federal Share invoice must represent itemized allowable costs for the billing period.

IX. FUNDING REQUIREMENTS

1. Whereas Federal Share, the COUNTY has been awarded funds by the California Department of Public Health (CDPH) for the *Network for a Healthy California* Network Local Projects (NLP).
2. None of the funding identified in this AGREEMENT is being used to match other federal funds.

3. The collaborating/partnering organization will provide Federal Share Budget documentation as requested by the COUNTY and/or *Network*.
4. None of the activities funded through State SNAP-ED budget shares supplant existing nutrition education efforts or funding.
5. Additional coordination with Regional Nutrition Education Coordinators will be required for any school-based programming funded at the state or local levels.

X. RECORD RETENTION

PSUSD agrees to maintain and preserve until three years after termination of contract # 12-10194 and final payment from the COUNTY, to permit CDPH, USDA, COUNTY or any duly authorized representative to have access to, examine, or audit any pertinent books, documents, and records related to this contract and allow interviews of any employees who might reasonably have information related to such records

XI. RIGHT TO MONITOR AND AUDIT

1. COUNTY shall have the absolute right to monitor the performance of CONTRACTOR in the delivery of services provided under this Contract.
2. COUNTY or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of CONTRACTOR in the delivery of services provided under this Contract. Full cooperation shall be given by CONTRACTOR in any auditing or monitoring conducted.
3. CONTRACTOR shall cooperate with the COUNTY in implementation, monitoring and evaluation of this Contract and comply with any and all reporting requirements established by this Contract.
4. All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by the County, Federal and State representatives for a period of three years after final payment under the Contract or until all pending COUNTY, State and Federal audits are completed, whichever is later. Records of the CONTRACTOR which do not pertain to the services under this Contract may be subject to review or audit unless otherwise provide in this or another Contract. Technical program data shall be retained locally and made available upon the COUNTY'S reasonable advance written notice or turned over to COUNTY. If said records are not made available at the scheduled monitoring visit, CONTRACTOR may at COUNTY'S option be required to reimburse

COUNTY for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed \$50 per hour (including travel) and be deducted from the following month's claim for reimbursement.

5. CONTRACT shall provide all reasonable facilities and assistance for the safety and convenience of COUNTY'S representatives in the performance of their duties. All inspections and evaluation shall be performed in such a manner as will not unduly delay the work of the CONTRACTOR.
6. Upon COUNTY request, CONTRACTOR shall hire a licensed Certified Public Account, approved by the COUNTY, who shall prepare and file with the COUNTY, within sixty (60) days after the termination of the Contract, a certified fiscal audit of related expenditures during the term of the Contract and a program compliance audit.

XII. CORRECTION OF PERFORMANCE DEFICIENCIES

1. Failure by CONTRACTOR to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.
2. In the event of a non-cured breach, COUNTY may, at its sole discretion and in addition to immediate termination and any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a. Afford CONTRACTOR thereafter a time period within which to cure the breach, which period shall be established at sole discretion of COUNTY, and/or
 - b. Discontinue reimbursement to CONTRACTOR for and during the period in which CONTRACTOR is in breach, which reimbursement shall no be entitled to later recover; and/or
 - c. Withhold funds pending duration of the breach; and/or
 - d. Offset against any monies billed by CONTRACTOR but yet unpaid by COUNTY those monies disallowed pursuant to item "b" of this paragraph' and/or
 - e. Terminate this Contract immediately and be relived of payment of any consideration to CONTRACTOR should CONTRACTOR fail to perform the covenants herein contained at the time and in the herein provided. In event of such termination, the COUNTY may proceed with the work in any manner deemed proper by the COUNTY. The cost to the COUNTY shall be deducted from any sum due to the CONTRACTOR under this Contract and the balance, if any, shall be paid by the CONTRACTOR upon demand.

XIII. RECOVERY OF OVERPAYMENTS

1. Contractor 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 County by one of the following options:
 - a. Contractor's remittance to the County of the full amount of the audit exception within 90 days following the County's request for repayment;
 - b. A repayment schedule which is agreeable to both the County and the Contractor.
2. The County reserves the right to select which option as indicated above in paragraph 1. will be employed and the Contractor will be notified by the County of the claim procedure to be utilized.
3. Interest on the unpaid balance of the audit finding or debit will accrued 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 Contractor, beginning 30 days after the Contractor's receipt of the County's demand for repayment.
4. If the Contractor 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 Contractor loses the final administrative appeal, Contractor shall repay, to the County, the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the Contractor's first receipt of County's notice requesting reimbursement of questioned audit costs or disallowed expenses.

XIII. EFFECTIVE DATE AND SIGNATURES

This AGREEMENT shall be effective upon the signature of Parties COUNTY and PSUSD authorized officials. It shall be in force from October 1, 2012 to September 30, 2013 and may be renewed through the annual amendment process. COUNTY and PSUSD - Nutrition Services indicate execution of this AGREEMENT by their signatures.

Chairman, Board of Supervisors

Lisa Howell
Assistant Superintendent
Business Services

Date

Date

FORM APPROVED COUNTY COUNSEL

BY:

Neal R. Kipnis
NEAL R. KIPNIS

9/17/12
DATE

The scope of work (SOW) document describes the target audience, as well as the goals, objectives, and specific activities the Subcontractor, Palm Springs Unified School District (PSUSD) will work towards over the contract period. Please refer to pink "hi-lite" activities. Palm Springs Unified School District (PSUSD) is responsible for the pink "hi-lite" activities for timeframe October 1, 2012 –September 30, 2013.

See the following pages for a detailed description of the services to be performed:

- Objective 1..... (pages 3-5)
- Objective 2..... (page 10)
- Objective 6..... (pages 17-18)
- Objective 8..... (pages 21-23)
- Objective 11..... (pages 29-30)
- Objective 12..... (pages 31-35)