

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

719



FROM: Community Health Agency/Department of Public Health

SUBMITTAL DATE:
February 24, 2011

SUBJECT: Ratify the Agreement #10-10107 between California Department of Public Health and the Riverside County Community Health Agency, Department of Public Health, for Network for a Healthy California Program.

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Ratify the Agreement #10-10107 between California Department of Public Health and the Riverside County Community Health Agency, Department of Public Health in the amount of \$ 932,937 for the period of October 1, 2010 through September 30, 2011; and
- 2) Authorize the Chairman of the Board to sign six (6) originals of the Standard Agreement face sheet; and

RECOMMENDED MOTION (Continued on Page 2)

Susan D. Harrington

GH:nw:ys

Susan Harrington, Director of Public Health

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 699,702	In Current Year Budget:	YES
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	NO
	Annual Net County Cost:	\$ 0	For Fiscal Year:	10/11

SOURCE OF FUNDS: 100% Federal Funds

Positions To Be Deleted Per A-30	<input checked="" type="checkbox"/>
Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature

BY: *Debra Cournoyer*
Debra Cournoyer

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Buster, seconded by Supervisor Stone and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Stone, Benoit and Ashley
 Nays: None
 Absent: Tavaglione
 Date: March 15, 2011
 xc: CHA-Public Health, Purchasing

Kecia Harper-Ihem
 Clerk of the Board
 BY: *Kecia Harper-Ihem*
 Deputy

Prev. Agn. Ref.: 3.22, 11/03/2009 | **District:** All | **Agenda Number:**

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.7

FORM APPROVED COUNTY COUNSEL
 BY: *Neal R. Kipnis* DATE: *2/24/11*
 Departmental Concurrence

Policy Policy
 Consent Consent
 Dep't Recomm.: Per Exec. Ofc.:

SUBJECT: Ratify the Agreement #10-10107 between California Department of Public Health and the Riverside County Community Health Agency, Department of Public Health, for Network for a Healthy California Program.

RECOMMENDED MOTION (Continued): That the Board of Supervisors:

- 3) Authorize the Chairman of the Board to sign three (3) originals of the Final State Share Budget; and
- 4) Authorize the Chairman of the Board to sign four (4) originals of the one year sole source agreement with Palm Springs Unified School District (PSUSD) in the amount of \$ 217,820 for the period of October 1, 2010 through September 30, 2011; and
- 5) Authorize the Purchasing Agent to sign subsequent amendments with the California Department of Public Health and Palm Springs Unified School District (PSUSD) not to exceed authorized amount, including extension amendments until June 30, 2014; and
- 6) Authorize the Chairman of the Board to sign six (6) originals of the CC-307 Certification.

BACKGROUND:

The Department of Public Health, Nutrition Services Branch is a continuing contractor participating in a one-year contract with the Network for a Health California Incentive Awards Program (Agreement #10-10107).

The California Department of Public Health, Cancer Prevention and Nutrition Section will match qualifying activities from this funding at 50 cents in Federal matching funds for every dollar of approved State Share activity. The State Share matching dollars must be spent on "qualifying nutrition and physical activity interventions". This funding will be used to collaborate with other programs in Riverside County through partnerships and coalitions to promote nutrition and physical activity. The target population for this program is eligible for participation in the Food Stamp Program.

PSUSD will collaborate and partner 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). 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.

SUBJECT: Ratify the Agreement #10-10107 between California Department of Public Health and the Riverside County Community Health Agency, Department of Public Health, for Network for a Healthy California Program.

FINANCIAL INFORMATION: The Department of Public Health, Nutrition Services Branch Network program receives 100% of its funding from the State as a pass through from the Federal government. The Network program year is based on a federal fiscal year (October 1, 2010 – September 30, 2011).

The funding allocation for the county fiscal years is as follows:

Federal and County FY Budget Comparison Table		
Federal Fiscal Year	FFY '10/11	
Agreement Amount	\$932,937	
County Fiscal Year	FY '10/11	FY '11/12
Budget Amount	\$699,702	\$233,235

CLERK'S COPY

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (CDPH Rev 9/09)

to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

REGISTRATION NUMBER	AGREEMENT NUMBER
	10-10107

- This Agreement is entered into between the State Agency and the Contractor named below:
STATE AGENCY'S NAME (Also referred to as CDPH or the State)
 California Department of Public Health
CONTRACTOR'S NAME (Also referred to as Contractor)
 Riverside County Community Health Agency, Department of Public Health
- The term of this Agreement is: 10/01/2010 through 09/30/2011
- The maximum amount of this Agreement is: \$ 932,937
 NINE HUNDRED THIRTY TWO THOUSAND NINE HUNDRED THIRTY SEVEN DOLLARS
- The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of this Agreement.

Exhibit A – Scope of Work	28 pages
Exhibit B – Budget Detail and Payment Provisions	5 pages
Exhibit B, Attachment I – Budget	3 pages
Exhibit C * – General Terms and Conditions	GTC 610
Exhibit D(F) – Special Terms and Conditions (Attached hereto as part of this agreement)	25 pages
[Notwithstanding provision 6 which does not apply to this agreement]	
Exhibit E – Additional Provisions	2 pages
Exhibit F – Contractor's Release	1 page
Exhibit G – Travel Reimbursement Information	2 pages
Exhibit H – Information Privacy and Security Requirements	10 pages
Exhibit I – Contractor Equipment Purchased With CDPH Funds	2 pages
Exhibit J – Inventory/Disposition of CDPH-Funded Equipment	2 pages

ATTEST:
KECIA HARPER-IHEM, Clerk
[Signature]
DEPUTY

See Exhibit E, Provision 1 for additional incorporated exhibits.

Items shown above with an Asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto. These documents can be viewed at <http://www.ols.dgs.ca.gov/Standard+Language>.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto

CONTRACTOR	
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) Riverside County Community Health Agency, Department of Public Health	
BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED (Do not type) 3/15/11
PRINTED NAME AND TITLE OF PERSON SIGNING Bob Buster, Board of Supervisors, County of Riverside	
ADDRESS 4080 Lemon Street Riverside, CA 92501	
STATE OF CALIFORNIA	
AGENCY NAME California Department of Public Health	
BY (Authorized Signature) <i>[Signature]</i>	DATE SIGNED (Do not type)
PRINTED NAME AND TITLE OF PERSON SIGNING Sandra Winters, Chief, Contracts and Purchasing Services Section	
ADDRESS 1501 Capitol Avenue, Suite 71.5178, MS 1802, PO Box 997377 Sacramento, CA 95899-7377	

FORM APPROVED COUNTY CLERK
BY: NEAL R. KIPNIS

California Department of General Services Use Only
<input type="checkbox"/> Exempt per:

Exhibit A
Scope of Work

1. **Service Overview**

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

Contractor will provide nutrition education and physical activity promotion to United States Department of Agriculture (USDA) Supplemental Nutrition Assistance Program Education (SNAP-Ed) eligible families described herein.

2. **Service Location**

The services shall be performed at applicable facilities in Riverside County.

3. **Service Hours**

The services shall be provided during normal contractor working hours and days.

4. **Project Representative**

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

California Department of Public Health CDPH Contract Manager: Jill Harden Telephone: (916) 327-8018 Fax: (916) 449-5414 E-mail: jill.harden@cdph.ca.gov	Riverside County Community Health Agency, Department of Public Health Project Director: Nancy Allende Telephone: (951) 358-5889 Fax: (951) 358-5472 E-mail: Nallende@rivcocha.org
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B. Direct all inquiries to:

California Department of Public Health <i>Network for a Healthy California</i> Attention: Antoinette Souza-King, Manager 1616 Capitol Avenue, Suite 74.516, MS 7204 P.O. Box 997377, MS 7204 Sacramento, CA 95899-7377 Telephone: (916) 445-2521 Fax: (916) 449-5414 E-mail: asouzaki@cdph.ca.gov	Riverside County Community Health Agency, Department of Public Health Attention: Nancy Allende 4065 County Circle Drive, Suite 403 Riverside, CA 92503 Telephone: (951) 358-5889 Fax: (951) 358-5472 E-mail: Nallende@rivcocha.org
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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

5. Allowable Informal Scope of Work (SOW) Changes

- A. Changes and revisions to the SOW contained in the agreement, utilizing the “**allowable cost payment system**”, may be proposed by the Contractor in writing. All requested changes and revisions are subject to the approval of the State. Failure to notify the State of proposed revisions to the SOW may result in an audit finding.
- B. The State will respond, in writing, as to the approval or disapproval of all such requests for changes or revisions to the SOW within 30 calendar days of the date the request is received in the program. Should the State fail to respond to the Contractor’s request within 30 calendar days of receipt, the Contractor’s request shall be deemed approved.
- C. The State may also request changes and revisions to the SOW. The State will make a good-faith effort to provide the Contractor 30 calendar days advance written notice of said changes or revisions.

6. Progress Reports

- A. The Contractor shall submit one original semi-annual progress report to CDPH in the format prescribed by the State. The progress reports shall describe progress made in completing agreement deliverables, challenges encountered, and solutions proposed.
- B. Progress report periods and due dates are:

<u>Budget Period</u>	<u>Report Period</u>	<u>Due Date</u>
First Semiannual	October 1, 2010 – March 31, 2011	04/16/2011
Second Semiannual	April 1, 2011– September 30, 2011	09/30/2011
- C. If the State does not receive complete and accurate progress reports by the required dates, further payments to the Contractor may be suspended until complete and accurate reports are received.

7. Contractor Requirements

The Contractor shall comply with the guidelines for the development of all education materials as outlined in the Local Incentive Award Program Guidelines Manual. These Guidelines have been incorporated into this agreement and made a part hereof by reference in Exhibit E, Additional Provisions, paragraph 1. In particular, the Contractor 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 Contractor 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.

Exhibit A
Scope of Work

- C. The Contractor 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 Contractor 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 Contractor agrees to abide by the guidelines set for usage of the *Network* logos on any products generated by the Contractor.
 - E. The Contractor agrees to cooperate with the State by participating in statewide meetings and site visits, as deemed necessary by the State.
8. See the following pages for a detailed description of the services to be performed.

**Riverside County Community Health Agency
Department of Public Health
10-10107**

**EXHIBIT A
Scope of Work**

GOAL 1: SNAP-Ed eligible families (≤185% Federal Poverty Level) will consume the recommended daily amounts of colorful fruits and vegetables and participate in daily physical activity.

OBJECTIVE 1 (Infrastructure): Contractor will complete and submit all required reports and forms on or before each deadline and participate in *Network* sponsored community events and trainings.

Social Ecological Model: Individual Interpersonal Social Groups Institutional/Organizational Community

Target Audience: Race/Ethnicities: LATINO, WHITE, and AFRICAN AMERICAN Ages: ALL

Activities	Responsible Party	Evaluation	Timeframe
1) Semi-Annual Activity Reports online.	AD	Documents completed and submitted to <i>Network</i>	10/2010 – 9/2011 April and September
2) Semi-Annual and Final Report, including progress reports, progress report narratives, labeled attachments and Activity Tracking Forms.	AD	Documents completed and submitted to <i>Network</i>	10/2010 – 9/2011 April and September
3) Contractors with over \$350,000 Federal Share: Conduct Impact Evaluation of an intervention to increase fruit and vegetable consumption. This includes attending regional trainings as appropriate.	AD	Documents completed and submitted to <i>Network</i>	10/2010 – 9/2011
4) Participate in ongoing community activities supporting statewide initiatives and provide nutrition education / physical activity promotion resources to local programs, including collaboration with existing University of California-Cooperative Extension SNAP Nutrition Education agencies and organizations conducting SNAP outreach when appropriate.	AD, PC, HE, COW	ATF	10/2010 – 9/2011
5) Attend <i>Regional Network</i> related meetings (e.g., Fruit and Vegetable campaign meetings, collaborative meetings like Desert Sierra Health Network for Riverside, San Bernardino and Inyo Counties, etc.) to provide input into planning <i>Network</i> regional activities including the educational initiative efforts.	AD, PC, HE, COW	ATF	10/2010 – 9/2011

Legend: AA= Administrative Assistant; AD = Administrator; CalWORKs = California Work Opportunity and Responsibility to Kids; COW = Community Outreach Worker; CX² = Communities of Excellence in Nutrition, Physical Activity, and Obesity Prevention; DPSS = Department of Public Social Services; ELAC=English Learner Advisory Committee; GAIN = Greater Avenue for Independence; HE = Health Educator; HOTM = Harvest of the Month; LT=Lead Teachers; *Network* = *Network for a Healthy California*; NEAA=Nutrition Educational Activity Aid; PA = Program Assistant ; PC = Program Coordinator; PS = Project Supervisors; RS = Research Specialist; SNAP = Supplemental Nutrition Assistance Program; SNAP-Ed = Supplemental Nutrition Assistance Program Education; T=Teacher; TANF = Temporary Assistance for Needy Families; WIC = Women, Infants and Children program

EXHIBIT A
Scope of Work

Riverside County Community Health Agency
Department of Public Health
10-10107

Activities	Responsible Party	Evaluation	Timeframe
6) Collaborate with five to ten partners (e.g. Child Care Consortium, Faith Based Organizations, City of Riverside, American Cancer Society, CX3 partners, Desert Health Care, etc.) at meetings to provide program updates and/or classes to integrate nutrition education and physical activity promotion into local community programs. Reach a minimum of 50-100 community partners total.	PC, HE	Meeting agendas or minutes on file. ATF	10/2010 - 9/2011
7) Attend a minimum of three <i>Network</i> -sponsored trainings and conferences including: annual <i>Network</i> Conference and other <i>Network</i> -sponsored regional trainings; school districts or Local Incentive Awardees working with schools also attend the <i>Network</i> -sponsored regional Shaping Health as Partners in Education California meetings (spring) and Harvest of the Month (HOTM) Trainings; local health departments also attend annual California Conference of Local Health Department Nutritionists.	AD, PC, HE, COW	ATF	10/2010 – 9/2011
8) Use United States Department of Agriculture guidelines to ensure state share activities are allowable and appropriately documented.	AD, PC, HE, COW	State share budget	10/2010 – 9/2011

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EXHIBIT A
Scope of Work

Riverside County Community Health Agency
Department of Public Health
10-10107

GOAL 1: SNAP-Ed eligible families (≤185% Federal Poverty Level) will consume the recommended daily amounts of colorful fruits and vegetables and participate in daily physical activity.

OBJECTIVE 2 [Communities of Excellence in Nutrition, Physical Activity, and Obesity Prevention (CX³) project]: Contractor will continue to work on outcome of CX³ pilot project and select a new neighborhood in an eligible census tract of Riverside County.

Social Ecological Model: Individual Interpersonal: Social Groups Institutional/Organizational Community

Target Audience: Race/Ethnicities: LATINO, WHITE, and AFRICAN AMERICAN Ages: 15 + years of age

Activities	Responsible Party	Evaluation	Timeframe
1) Document additional interventions for the previous year's CX3 project. (Coachella)	AD, PC	Documents completed and submitted to Network	10/2010 - 9/2011
2) Participate in any Network-sponsored CX3 training offered for testing instruments and/or implementing CX3.	AD, PC, RS, HE, COW	ATF	10/2010 - 9/2011
3) Conduct CX ³ assessment activities in the Perris neighborhood. Analyze survey results.	AD, PC, RS, HE, COW	Survey results	10/2010 - 9/2011
4) Conduct two to three presentations on the CX ³ findings in Coachella to community agencies, city officials, schools and/or health department staff in the County of Riverside.	AD, RS, PC, HE	Copies of agenda Presentation materials	10/2010 - 9/2011
5) Based on CX ³ findings in Coachella, prioritize identified problem areas, and develop a strategic Scope of Work objective that is Network allowable or revise an existing objective to incorporate a nutrition education strategy that addresses one of the community priorities for implementation in Federal Fiscal Year 2011.	AD, PC	Summary of identified problem areas and proposed interventions Other documents completed and submitted to Network	10/2010 - 9/2011

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EXHIBIT A
Scope of Work

Riverside County Community Health Agency
Department of Public Health
10-10107

GOAL 1: SNAP-Ed eligible families (≤185% Federal Poverty Level) will consume the recommended daily amounts of colorful fruits and vegetables and participate in daily physical activity.

OBJECTIVE 3 (Process): By September 30, 2011, reach 575 -700 unduplicated adults participating in Department of Social Services (DPSS) programs will receive nutrition education.

Social Ecological Model: Individual Interpersonal: Social Groups Institutional/Organizational Community

Target Audience: Race/Ethnicities: LATINO, WHITE, and AFRICAN AMERICAN Ages: 18 + years of age

Activities	Responsible Party	Evaluation	Timeframe
1) Participate in six to ten events (e.g., National Nutrition Month or statewide campaign promotions) at local SNAP offices to provide nutrition education and physical activity promotion. A minimum of 25 participants will be reached at each event.	PC, HE, COW	ATF	10/2010 – 9/2011
2) Collaborate with the local SNAP program to reach participants with <i>Network</i> messages. Examples of collaboration may include providing materials for participants, purchasing educational materials, or extending invitations to attend nutrition education and physical activity promotion trainings. A minimum of 100 participants will be reached.	PC, HE, COW	ATF	10/2010 – 9/2011
3) Conduct a minimum of 23 education and physical activity promotion contacts at local CalWORKs/GAIN offices in Riverside County or other qualifying site. Examples of contacts could be 30-45 minute classes, food demonstrations, or taste testing. A minimum of 350 adults will be reached.	PC, HE, COW	ATF Approved lesson plans sample on file	10/2010 – 9/2011
4) Enhance services at one or more qualifying sites in the Desert Health Care District. Service enhancement may include adding an additional class, offering training in Spanish, or other service needed. A minimum of 100 people will be reached.	PC, HE, COW	ATF	10/2010 - 9/2011

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EXHIBIT A
Scope of Work

Riverside County Community Health Agency
Department of Public Health
10-10107

GOAL 1: SNAP-Ed eligible families (≤185% Federal Poverty Level) will consume the recommended daily amounts of colorful fruits and vegetables and participate in daily physical activity.

OBJECTIVE 4 (Process): By September 30, 2011, reach 340 - 680 unduplicated children and / or adults participating in community events will receive nutrition and physical activity information.

Social Ecological Model: Individual Interpersonal: Social Groups Institutional/Organizational Community

Target Audience: Race/Ethnicities: LATINO, WHITE, and AFRICAN AMERICAN Ages: ALL

Activities	Responsible Party	Evaluation	Timeframe
1) Provide nutrition education and physical activity promotion in two to four major community events including health fairs, walks or workshops. Collaborate with agencies such as American Heart Association, American Cancer Society, County of Riverside, Cooperative Extension, and/or Parks and Recreation to promote <i>Network</i> messages. A minimum of 100 participants will be reached at each event.	PC, HE, COW	ATF	10/2010 – 9/2011
2) Participate in two to four Latino events providing nutrition education and physical activity promotion. Events may include, but are not limited to Mariachi Health and Safety Fair, Bi-National Health Fair, Coachella Valley Flying Doctors Event, Tamale Festival, programs at local faith based organizations and events at local community agencies including retail locations. A minimum of 150 participants will be reached at each event.	PC, HE, COW	ATF	10/2010 – 9/2011
3) Participate in two to four African American events providing nutrition education and physical activity promotion. Events may include, but are not limited to Martin Luther King Jr. Walk-A-Thon, Black History Parade and Expo, Juneteenth Celebration, programs at local faith-based organizations and events at local community agencies including retail locations. A minimum of 75 participants will be reached at each event.	PC, HE, COW	ATF	10/2010-9/2011
4) Set up a booth at least four times at one to two Farmers' Market locations (four to eight events total) and distribute nutrition education pamphlets, play nutrition related games and give away administrative or educational materials. A minimum of 15 participants will be reached at each event.	PC, HE, COW	ATF	10/2010– 9/2011

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EXHIBIT A
Scope of Work

Riverside County Community Health Agency
Department of Public Health
10-10107

GOAL 1: SNAP-Ed eligible families (≤185% Federal Poverty Level) will consume the recommended daily amounts of colorful fruits and vegetables and participate in daily physical activity.

OBJECTIVE 5 (Process): By September 30, 2011, reach 530 - 575 unduplicated children and/or adults in the community will participate in nutrition education classes.

Social Ecological Model: Individual Interpersonal: Social Groups Institutional/Organizational Community

Target Audience: Race/Ethnicities: LATINO, WHITE, and AFRICAN AMERICAN **Ages:** ALL

Activities	Responsible Party	Evaluation	Timeframe
1) Conduct a minimum of 20 classes providing nutrition education and physical activity promotion. Classes may include cooking demonstrations featuring fruits and vegetables, and/or physical activity demonstrations. Classes may be taught in community centers, community based organizations, homeless shelters, parks and recreation, preschools, or other organizations which target low income families in Riverside County. Topics may include Get the Facts, Reading food labels, and/or other <i>Network</i> approved lesson plans. A minimum of 250 people total.	PC, HE, COW	Sign-in sheets on file ATF Approved sample lessons plans on file	10/2010 – 9/2011
2) Conduct a minimum of two nutrition education and physical activity promotion classes at each of the two to four eligible senior sites (Office on Aging) in Riverside County participating in the program (four to eight classes minimum). Topics may include Get the Facts, reading food labels, and/or other <i>Network</i> approved lesson plans. A minimum of 40 people total.	PC, HE, COW	Sign-in sheets on file ATF Approved sample lesson plans on file	10/2010 – 9/2011
3) Conduct four to five interactive group classes for children enrolled at each of the four to five Head Start schools (16-25 classes total). Topics may include healthy eating and physical activity promotion and/or other <i>Network</i> approved lesson plan. Each class will have approximately 15-20 children. Minimum of 240 children and/or parents will be reached.	PC, HE, COW	Sign-in sheets on file ATF Approved sample lesson plans on file	10/2010 – 9/2011

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EXHIBIT A
Scope of Work

Riverside County Community Health Agency
Department of Public Health
10-10107

Activities	Responsible Party	Evaluation	Timeframe
4) Conduct a minimum of one nutrition education contact for adults at 2-3 organizations providing service at food banks, food pantries, soup kitchens or shelters on nutrition. Partners may include the City of Riverside, Desert Health Care or other organizations. Reach a minimum of 35 people.	PC, HE, COW	Sign-in sheets on file ATF Approved sample lessons plans on file	10/2010 – 9/2011

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EXHIBIT A
Scope of Work

Riverside County Community Health Agency
Department of Public Health
10-10107

GOAL 1: SNAP-Ed eligible families (≤185% Federal Poverty Level) will consume the recommended daily amounts of colorful fruits and vegetables and participate in daily physical activity.

OBJECTIVE 6 (Process): By September 30, 2011, a minimum of 3,250 unduplicated people will be reached by retail merchandising or other retail interventions.

Social Ecological Model: Individual Interpersonal: Social Groups Institutional/Organizational Community

Target Audience: Race/Ethnicities: LATINO, WHITE, and AFRICAN AMERICAN **Ages:** ALL

Activities	Responsible Party	Evaluation	Timeframe
1) Contact the Regional Retail Program Specialist and/or participate in statewide retail teleconferences to get retail updates as needed.	HE	ATF	10/2010 – 9/2011
2) Complete and/or maintain a current county food handling certification (Food Workers' Certification).	HE, COW	Food Handlers' Card (on file)	10/2010 – 9/2011
3) Distribute point of sales materials a minimum of six times per year (every other month) to five to eight retail stores to promote <i>Network</i> messages. Will reach approximately 3,000 people total.	PC, HE, COW	Store list ATF	10/2010 – 9/2011
4) Plan, promote and implement five to eight retail interventions such as food demonstrations, taste tests, information tables and/or store tours. Will reach approximately 250 people total.	PC, HE, COW	ATF Sign-in sheet for store tours (on file)	10/2010 – 9/2011

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EXHIBIT A
Scope of Work

Riverside County Community Health Agency
Department of Public Health
10-10107

GOAL 1: SNAP-Ed eligible families ($\leq 185\%$ Federal Poverty Level) will consume the recommended daily amounts of colorful fruits and vegetables and participate in daily physical activity.

OBJECTIVE 7 (Process): By September 30, 2011, reach 150 - 550 unduplicated parents and/or families will participate in events or classes.

Social Ecological Model: Individual Interpersonal Social Groups Institutional/Organizational Community

Target Audience: Race/Ethnicities: LATINO, WHITE, and AFRICAN AMERICAN Ages: ALL

Activities	Responsible Party	Evaluation	Timeframe
1) Select two elementary schools in Riverside Unified School District, two elementary schools in Hemet Unified School District and one school in Nuvview Union School District to participate in nutrition education/physical activity promotion events and classes.	PC, HE, COW	List of schools selected ATF	10/2010 – 9/2011
2) Conduct interactive nutrition education and physical activity promotion class for parents at the participating schools. Classes are approximately 20 – 30 minutes in length and are conducted in English or Spanish. Topics may include information on grocery shopping, preparing easy nutritious foods, food safety, healthy classroom parties, non-food fundraisers, and/or other nutrition related topic as requested. A minimum of 50 parents will be reached.	PC, HE, COW	Sign-in sheets (on file) Approved sample plans on file	10/2010 – 9/2011
3) Participate in a minimum of one school event (e.g., Back to School Night, Open House, Walk to School, National Nutrition Month) at each of the selected schools by setting up a booth or a display to provide nutrition education and/or physical activity promotion materials including posters, handouts and/or pamphlets (five events total). A minimum of 100 participants will be reached at each event.	PC, HE, COW	ATF	10/2010 – 9/2011

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EXHIBIT A
Scope of Work

Riverside County Community Health Agency
Department of Public Health
10-10107

GOAL 1: SNAP-Ed eligible families (≤185% Federal Poverty Level) will consume the recommended daily amounts of colorful fruits and vegetables and participate in daily physical activity.

OBJECTIVE 8 (Process): By September 30, 2011, a minimum of 1,250 unduplicated students will participate in the Harvest of the Month program (6,250 to 8,750 impressions).

Social Ecological Model: Individual Interpersonal: Social Groups Institutional/Organizational Community

Target Audience: Race/Ethnicities: LATINO, WHITE, and AFRICAN AMERICAN Ages: Children 5-12 years old

Activities	Responsible Party	Evaluation	Timeframe
1) A minimum of 1,250 students at the same five schools selected for Objective 7 will sample the HOTM fruit or vegetable (taste test or recipe) once a month for five to seven months (6,250 – 8,750 impressions). Students will be encouraged to try the selected fruit or vegetable and they will receive information and/or a fun, age appropriate educational material.	PC, HE, COW	ATF HOTM schedule	10/2010 – 9/2011
2) Conduct a calendar contest at each of the selected schools (five assemblies total). Introduce the calendar contest at school assemblies. Utilize contest winners in developing a school calendar with nutrition tips and/or messages. Print and distribute calendars to students, teachers, school administrators, school staff and/or parents. A minimum of 1,000 students will be reached at the participating five schools.	PC, HE, COW	Sample Calendar	10/2010 – 9/2011

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EXHIBIT A
Scope of Work

Riverside County Community Health Agency
Department of Public Health
10-10107

GOAL 1: SNAP-Ed eligible families (≤185% Federal Poverty Level) will consume the recommended daily amounts of colorful fruits and vegetables and participate in daily physical activity.

OBJECTIVE 9 (Process): By September 30, 2011, reach 30 - 35 unduplicated teachers, administrators, or staff will receive Harvest of the Month training or updates and materials to support classroom, cafeteria and/or community education.

Social Ecological Model: Individual Interpersonal: Social Groups Institutional/Organizational Community

Target Audience: Race/Ethnicities: LATINO, WHITE, and AFRICAN AMERICAN Ages: 18 + years of age

Activities	Responsible Party	Evaluation	Timeframe
<p>1) Provide a 10-30 minute HOTM training to a minimum of 30 teachers at the same 5 schools selected in Objective 7. One teacher at each school will be encouraged to be a lead teacher.</p> <p>Training may include sampling the featured fruits or vegetables to help promote the HOTM program to students. Teachers will be provided with the HOTM schedule listing of fruits and vegetable, the HOTM educator newsletter, and the family newsletter for each student to take home each month of participation. Teachers will complete an evaluation after the trainings to determine the effectiveness, how the information will be used, and topics for future trainings.</p>	PC, HE	<p>ATF</p> <p>HOTM schedule</p> <p>Taste test or recipe</p>	10/2010 – 9/2011
<p>2) Websites including the <i>Network for a Healthy California, Champions for Change, Desert Sierra Regional Network</i>, and MyPyramid will be provided to each school district as options for links to quality nutrition and physical activity information.</p>	PC, HE	List of Web links on file	10/2010 – 9/2011
<p>3) Meet with school administrators at 5 selected, eligible school sites to provide a HOTM orientation, updates and a summary of activities each contract year.</p>	PC, HE	ATF	10/2010 – 9/2011

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EXHIBIT A
Scope of Work

Riverside County Community Health Agency
Department of Public Health
10-10107

GOAL 1: SNAP-Ed eligible families ($\leq 185\%$ Federal Poverty Level) will consume the recommended daily amounts of colorful fruits and vegetables and participate in daily physical activity.

OBJECTIVE 10 (Process): By September 30, 2011 (and annually), a minimum of 2,500 unduplicated adults will receive nutrition education at the Riverside County Women, Infants, and Children program (WIC) sites.

Social Ecological Model: Individual Interpersonal: Social Groups Institutional/Organizational Community

Target Audience: Race/Ethnicities: LATINO, WHITE, and AFRICAN AMERICAN Ages: ALL

Activities	Responsible Party	Evaluation	Timeframe
1) Participate in the World Breastfeeding month celebration activities at a minimum of five to eight WIC sites to promote <i>Network</i> messages. Food demonstrations, games and/or educational materials will be given to pregnant and/or breastfeeding women at each site. A minimum of 400 adults will be reached.	PC, HE, COW	ATF Sample handouts	8/2011 - 9/2011
2) Annually, new pregnant and/or breastfeeding women entering the WIC program will receive nutrition education information by mail and/or at the WIC site for a total minimum reach of 2,000 adults.	PC, COW	Approved sample lesson plans on file	10/2010 – 9/2011
3) Provide a minimum of 10 nutrition education and physical activity promotion classes to African American women who participate in the Peer Breastfeeding Program. Classes will be held at three to five WIC sites and will reach a minimum of 100 adults.	PC, HE, COW	Sign-in sheets (on file) ATF Approved sample lesson plans on file	10/2010 – 9/2011

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EXHIBIT A
Scope of Work

Riverside County Community Health Agency
Department of Public Health
10-10107

GOAL 1: SNAP-Ed eligible families (≤185% Federal Poverty Level) will consume the recommended daily amounts of colorful fruits and vegetables and participate in daily physical activity.

OBJECTIVE 11 (Process): By September 30, 2011, conduct 5 or more trainings for Department of Public Social Services and /or Department of Public Health staff to incorporate nutrition education and physical activity promotion reaching a 150 - 200 unduplicated employees.

Social Ecological Model: Individual Interpersonal: Social Groups Institutional/Organizational Community

Target Audience: Race/Ethnicities: LATINO, WHITE, and AFRICAN AMERICAN **Ages:** 18 + years of age

Activities	Responsible Party	Evaluation	Timeframe
1) Schedule a minimum of one 15-20 minute contacts for at least 35-75 Department of Public Health and/or DPSS staff on nutrition education and/or physical activity promotion.	PC, HE	Meeting agendas Sign in sheets (on file) ATF Approved Lesson plans on file	10/2010- 9/2011
2) Conduct at least one contact for 15-20 Breastfeeding representatives to promote Network messages.	PC, HE	Meeting agendas Sign in sheets (on file) ATF Approved lesson plans on file	10/2010- 9/2011
3) Conduct at least three nutrition education and physical activity promotion contacts reaching a minimum of 150 WIC staff.	PC, HE	Meeting agendas Sign in sheets (on file) ATF Approved lesson plans on file	10/2010- 9/2011

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EXHIBIT A
Scope of Work

Riverside County Community Health Agency
Department of Public Health
10-10107

GOAL 1: SNAP-Ed eligible families ($\leq 185\%$ Federal Poverty Level) will consume the recommended daily amounts of colorful fruits and vegetables and participate in daily physical activity.

OBJECTIVE 12 (Process): By September 30, 2011, a sample of SNAP-Ed eligible adults and /or children will report an increase in fruit and vegetable consumption and/ or increase in one or more factors related to fruit and vegetable consumption such as access, perceived parental consumption, knowledge, preference, outcome expectations and/or self efficacy.

Social Ecological Model: Individual Interpersonal: Social Groups Institutional/Organizational Community

Target Audience: Race/Ethnicities: LATINO, WHITE, and AFRICAN AMERICAN Ages: ALL

Activities	Responsible Party	Evaluation	Timeframe
1) Select survey materials and review evaluation plan with the Network's Program Manager and/or Research Evaluation unit.	PC, HE, COW	Selected survey materials	10/2010-9/2011
2) Administer pre-tests to intervention group and control group at target sites such as TANF offices, housing developments, shelters and/or schools in low-income areas prior to intervention (A minimum of 50 pre-tests will be required to match post-tests for both the intervention and control group).	PC, HE	Copy of pre-tests List of intervention sites	10/2010-9/2011
3) Administer post-tests to intervention group and control group (A minimum of 50 pre-tests will be required to match post-tests for both the intervention and control group).	PC, HE	Copy of post-tests	5/2011-6/2011
4) Collect and compare pre- and post-test and measure the change in fruit and vegetable consumption and/or factors related to fruit and vegetable consumption. Analyze collected data.	PC, HE, AD	Copy of data analysis	5/2011- 7/2011
5) Write and submit Report to the Network.	AD, PC	Copy of final report and data	7/2011

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EXHIBIT A
Scope of Work

Riverside County Community Health Agency
Department of Public Health
10-10107

GOAL 1: SNAP-Ed eligible families (≤185% Federal Poverty Level) will consume the recommended daily amounts of colorful fruits and vegetables and participate in daily physical activity.

OBJECTIVE 13 (Process): By September 30, 2011, contractor will monitor and provide technical assistance to the Palm Springs Unified School District (PSUSD) subcontractor.

Social Ecological Model: Individual Interpersonal: Social Groups Institutional/Organizational Community

Target Audience: Race/Ethnicities: LATINO, WHITE, and AFRICAN AMERICAN Ages: 18 + years of age

Activities	Responsible Party	Evaluation	Timeframe
1) Conduct a quarterly review of state and federal share fiscal documents including supporting documents. Monitor districts' expenditure of federal share funds to ensure compliance with approved state share budget and program guidelines. Compile and prepare quarterly state share and federal share budget reports and invoices from subcontractor.	AA, AD	Checklist, Activity Log, and observation notes (on file)	10/2010 – 9/2011
2) Monitor progress toward meeting the Scope of Work objectives by conducting semi-annual on site review of program documents.	AD, PC	Documents completed and received semi-annually for processing	10/2010 – 9/2011
3) Observe a minimum of one required Scope of Work activity conducted by the subcontractor.	AD, PC, HE	Schedule of event (on file)	10/2010 – 9/2011
4) Conduct one fiscal training for school district coordinators and fiscal staff.	AA	Photos (on file) Training agenda (on file)	10/2010 – 1/2011
5) Collect and receive required documents from school district. Compile and prepare one report for entire contract.	AD, AA, PC	Documents completed and submitted to Network.	10/2010 – 9/2011

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EXHIBIT A
Scope of Work

Riverside County Community Health Agency
Department of Public Health
10-10107

Subcontractor: Palm Springs Unified School District

GOAL 1: SNAP-Ed eligible families ($\leq 185\%$ Federal Poverty Level) will consume the recommended daily amounts of colorful fruits and vegetables and participate in daily physical activity.

OBJECTIVE 14 (Process): The subcontractor, Palm Springs Unified School District (PSUSD) will complete and submit all required reports and forms on or before each deadline and participate in *Network*-sponsored community events and trainings.

Social Ecological Model: Individual Interpersonal: Social Groups Institutional/Organizational Community

Target Audience: Race/Ethnicities: LATINO, WHITE, and AFRICAN AMERICAN Ages: 18 + years of age

Activities	Responsible Party	Evaluation	Timeframe
1) Complete required <i>Network</i> Documents and reports and submit to contractor by the requested deadline. Documents will include: Activity Tracking Form, Semi-Annual Activity Reports (SAAR), Semi-Annual Progress Report and Narratives, End of the Year Progress Reports along with supporting documentation and attachments, quarterly fiscal reports and other required <i>Network</i> forms as necessary.	PC for school district	Documents completed and submitted to Riverside County	10/2010 – 9/2011
2) PSUSD subcontracting district responsibilities include: prepare and revise annual budget and SOW as needed, implement and monitor the progress of approved SOW activities, monitor expenses to ensure they are accurate, reasonable and allowable per SNAP-Ed guidelines, and collect state and federal share weekly time logs on a quarterly basis.	PC, RS for school district	Documents completed and submitted to Riverside County	10/2010 – 9/2011
3) Participate in ongoing community activities supporting statewide initiatives and provide nutrition education / physical activity promotion resources to local programs, including collaboration with existing University of California-Cooperative Extension SNAP Nutrition Education agencies and organizations conducting SNAP outreach when appropriate.	PC, RS for school district	ATF	10/2010 – 9/2011
4) Attend <i>Regional Network</i> related meetings (e.g., Fruit and Vegetable campaign meetings, collaborative meetings, etc.) to provide input into planning <i>Network</i> regional activities including the educational initiative efforts.	PC, RS for school district	ATF	10/2010 – 9/2011

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EXHIBIT A
Scope of Work

Riverside County Community Health Agency
Department of Public Health
10-10107

Subcontractor: Palm Springs Unified School District

GOAL 1: SNAP-Ed eligible families (≤185% Federal Poverty Level) will consume the recommended daily amounts of colorful fruits and vegetables and participate in daily physical activity.

Objective 15: By September 30, 2011 establish and maintain a Harvest of the Month program that exposes over 15,000 unduplicated students to 9 featured produce and nutrition education lessons.

Social Ecological Model: Individual Interpersonal: Social Groups Institutional/Organizational Community

Target Audience: Race/Ethnicities: LATINO, WHITE, and AFRICAN AMERICAN Ages: K-12, focus on K-8

Activities	Responsible Party	Evaluation	Timeframe
1) Harvest of the Month featured produce item will be promoted through the State developed HOTM newsletters for teachers. It will be distributed 9 times per year and reach at least 50 teachers month.	RS	Printing invoices (on file)	10/2010 - 9/2011 Monthly-Oct-Sept
2) Distribute HOTM produce boxes with recipes for produce sampling to at least 50 teachers per month. (reaching a minimum of 1000 students each month at 10 schools during the year)	RS, PA	Activity forms or invoices (on file)	10/2010 - 9/2011 Monthly-Oct-Sept
3) Collaborate with Child Nutrition Services to feature HOTM produce on the school menu at least 6 times per year. (13,000 elementary menus distributed each month)	PC, RS	Menus (on file)	10/2010 - 9/2011 6 mo per year
4) Post State Developed HOTM Newsletters for teachers and families on the District website.	Web consultant	Web site address.	10/2010 - 9/2011
5) Sponsor a District-Wide HOTM art contest for K-8 students. Students must incorporate a HOTM produce item into their artwork. Winners will be used for HOTM calendar. (16,400 students exposed)	RS	Samples of entries (on file)	10/2010 - 9/2011 May
6) Develop HOTM calendar featuring pictures from the 12 art contest winners, Network approved recipes, and nutrition facts for students, families and district staff.	RS	Completed product (on file)	10/2010 - 9/2011 July
7) Distribute HOTM parent newsletters in English and Spanish in tandem with the school lunch menus to all families in the district on a quarterly basis. (13,000 newsletters each quarter)	RS	Invoices (on file)	10/2010 - 9/2011 Quarterly
8) Conduct nutrition education to parent groups in the district through the use of the HOTM produce box or the HOTM recipe demonstration 2-4 times per year to provide consistent messages at school and home (15 parents per session)	RS	Activity forms/agendas, sign in sheets (on file)	10/2010 - 9/2011
9) Provide the HOTM workbooks to at least 100 classrooms in the District (this will impact approximately 3000 students each month)	PC, RS	Invoices (on file)	10/2010 - 9/2011

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EXHIBIT A
Scope of Work

Riverside County Community Health Agency
Department of Public Health
10-10107

Subcontractor: Palm Springs Unified School District

Activities	Responsible Party	Evaluation	Timeframe
10) The Food Service Director will receive monthly information regarding the HOTM program as well as resources to incorporate HOTM produce in programs.	PC, RS	Examples of information provided (on file)	10/2010 - 9/2011 Monthly
11) Food Service Managers (kitchen managers) will receive monthly information regarding the HOTM program.	PC, RS	Examples of information provided (on file)	10/2010 - 9/2011 Monthly
12) Utilize Palm Springs Unified "Phone Notification System" to alert parents of the featured HOTM produce at no cost to Network for a Healthy California. Script will be approved by PM. (15,000 families)	RS, PA	Script or phone report (on file)	10/2010 - 9/2011 Quarterly
13) Provide nutrition education, healthy food preparation and produce samplings based on the benefits of consuming the featured HOTM produce item through "Guest Chef" presentations to at least 50 classrooms per year. Guest Chef will identify HOTM workbook activity to teachers as a follow-up activity to reinforce the nutrition lesson message. (1500 students)	Guest Chef	Guest Chef Activity Forms or Evaluation forms (on file)	10/2010 - 9/2011 Oct-June

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EXHIBIT A
Scope of Work

Riverside County Community Health Agency
Department of Public Health
10-10107

Subcontractor: Palm Springs Unified School District

GOAL 1: SNAP-Ed eligible families (≤185% Federal Poverty Level) will consume the recommended daily amounts of colorful fruits and vegetables and participate in daily physical activity.

Objective 16: By September 30, 2011, conduct 6 staff development opportunities for teachers, nutrition services staff, and health services personnel to provide resources as well as ideas in which to incorporate nutrition education and physical activity into core subject areas teaching at least 200 unduplicated staff in Palm Springs Unified School District.

Social Ecological Model: Individual Interpersonal Social Groups Institutional/Organizational Community

Target Audience: Race/Ethnicities: LATINO, WHITE, and AFRICAN AMERICAN Ages: 18 + years of age

Activities	Responsible Party	Evaluation	Timeframe
1) Recruit/maintain Lead Teachers at each school site to act as a liaison between Network Staff and schools. (24 schools total)	PC, RS	List of teachers (on file)	10/2010 - 9/2011 Fall
2) Conduct a yearly needs assessment to determine if the teachers need basic nutrition information orientation or more advanced implementation strategies.	PC	Summary of outcome (on file)	10/2010 - 9/2011 Fall
3) Host 4 meetings for Lead Teachers during school year to conduct planning, receive informal feedback and provide technical assistance.	PC, RS	Sign-in sheets and agendas (on file)	10/2010 - 9/2011 Quarterly
4) Offer 4 skills based nutrition education and physical activity Teacher Trainings per school year with at least 15 teachers attending each session. Trainings will provide research-based nutrition education and physical activity resources to participating teachers. In-services will include trainings on Dairy Council curriculum, incorporating nutrition into other subject areas and cooking in the classroom. These trainings will be held at school sites as opposed to a centralized district location.	PC, RS	Sign-in sheets and agendas (on file)	10/2010 - 9/2011 Quarterly
5) Provide training to 50 teachers at eligible school sites on how to implement HOTM and nutrition education lessons into their classroom. These trainings may take place during school staff meetings, grade level meetings, "lunch and learn" opportunities, or other convenient meeting times to be scheduled with the site administrator.	PC, RS	Sign-in sheets and agendas (on file)	10/2010 - 9/2011 Fall

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EXHIBIT A
Scope of Work

Riverside County Community Health Agency
 Department of Public Health
 10-10107

Subcontractor: Palm Springs Unified School District

Activities	Responsible Party	Evaluation	Timeframe
6) Collaborate with Child Nutrition Services to provide trainings and resources to cafeteria staff (10 employees), such as HOTM posters, and nutrition education links to use the cafeteria as a learning lab. Offer trainings at least 2 times per year. Topics covered will include but not limited to HOTM produce box cafeteria connections, promoting fruit and vegetable consumption in lunch line, promoting healthy eating through colorful environment, etc.	PC, RS	Agenda and sign-in sheets (on file)	10/2010 - 9/2011 Fall & Spring
7) Offer one-day SPARK training for 40 K-5 grade teachers in order to provide skills needed to conduct nutrition education and physical activity lessons for students. Can only provide 1 per contract year.	RS	Sign-in sheets (on file)	10/2010 - 9/2011 Fall

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EXHIBIT A
Scope of Work

Riverside County Community Health Agency
Department of Public Health
10-10107

Subcontractor: Palm Springs Unified School District

GOAL 1: SNAP-Ed eligible families (≤185% Federal Poverty Level) will consume the recommended daily amounts of colorful fruits and vegetables and participate in daily physical activity.

Objective 17: By September 30 2011, support, participate and promote at least 5 events featuring nutrition education and physical activity component for students and parents reaching at least 1500 unduplicated participants.

Social Ecological Model: Individual Interpersonal Institutional/Organizational Community

Target Audience: Race/Ethnicities: LATINO, WHITE, and AFRICAN AMERICAN Ages: ALL

Activities	Responsible Party	Evaluation	Timeframe
1) Support at least 2 Walk to School Events by providing nutrition education through a nutrition education assembly presentation as well as fruit and vegetable samplings for participating students.	RS, PA	Flyers and photos (on file)	10/2010 - 9/2011 Fall
2) Promote school district/city sponsored physical activity events (i.e. Track Meets, Bike Rally, etc) by providing nutrition education pamphlets and brochures as well as fruit and vegetable sampling for at least 250 students.	RS	Flyers and photos (on file)	10/2010 - 9/2011
3) Support School Site physical activity fundraisers such as Jog-A-thons, Walk-A-thons and Jump for your Heart by providing nutrition education through brochures/pamphlets as well as through a nutrition assembly presentation and fruit and vegetable samplings for at least 800 students and parents.	RS	Flyers and photos (on file)	10/2010 - 9/2011
4) Attend five (5) PTA or Principal Meetings at various school sites to promote Network resources and events per contract year.	PC, RS	Meeting summaries or confirmation	10/2010 - 9/2011
5) Hold 2-4 student nutrition education assemblies (450-1000 students) with a physical activity component at selected schools to promote the link between healthy eating and physical activity for optimal health.	PC, RS	Activity Tracking form (on file) Pictures from the assemblies and # participants (on file)	10/2010 - 9/2011

Legend: AA= Administrative Assistant; AD = Administrator; CalWORKs = California Work Opportunity and Responsibility to Kids; COW = Community Outreach Worker; CX³ = Communities of Excellence in Nutrition, Physical Activity, and Obesity Prevention; DPSS = Department of Public Social Services; ELAC=English Learner Advisory Committee; GAIN = Greater Avenue for Independence; HE = Health Educator; HOTM = Harvest of the Month; LT=Lead Teachers; Network = Network for a Healthy California; NEAA=Nutrition Educational Activity Aid; PA = Program Assistant ; PC = Program Coordinator; PS = Project Supervisors; RS = Research Specialist; SNAP = Supplemental Nutrition Assistance Program; SNAP-Ed = Supplemental Nutrition Assistance Program Education; T=Teacher; TANF = Temporary Assistance for Needy Families; WIC = Women, Infants and Children program

EXHIBIT A
Scope of Work

Riverside County Community Health Agency
Department of Public Health
10-10107

Subcontractor: Palm Springs Unified School District

GOAL 1: SNAP-Ed eligible families (≤185% Federal Poverty Level) will consume the recommended daily amounts of colorful fruits and vegetables and participate in daily physical activity.

Objective 18: By September 30, 2011 implement at least 4 activities that will support the long-term promotion of fruits, vegetables and physical activity at Palm Springs Unified School District teaching at least 2,000 unduplicated participants.

Social Ecological Model: Individual Interpersonal Institutional/Organizational Community

Target Audience: Race/Ethnicities: LATINO, WHITE, and AFRICAN AMERICAN Ages: ALL

Activities	Responsible Party	Evaluation	Timeframe
1) Expand the Nutrition Center at each school site by purchasing and distributing 5 fruit and vegetable centered literature and reference books. Books will be selected from the approved resource list from the Network.	RS	List of Books (on file)	10/2010 - 9/2011
2) A nutrition education bulletin board/resource center will be displayed at 15 school sites. These boards will be updated and maintained by each school's Lead Nutrition teacher as needed during the contract year. The board will contain resources for teachers to assist them in providing additional nutrition education and will include HOTM and special event information.	RS	Pictures of bulletin boards (on file)	10/2010 - 9/2011
3) Initiate a "farm to school" program through partnerships with local farmers to, at least once during contract year: (1) supply produce for the HOTM program, and/or (2) bring an educational "Farmer's Market" on 2 campuses to discuss topics including nutrition and healthy eating, the benefits of locally-grown produce and nutrition education related to gardening.	PC, RS	Pictures and or Flyers (on file)	10/2010 - 9/2011
4) Collaborate with one (1) or two (2) target school sites to provide one (1) or two (2) Family Nutrition Nights per contract year that will incorporate skills based nutrition education and physical activity promotion.	PC, RS, PA	Outline of event, Activity Tracking form (on file)	10/2010 - 9/2011
5) NAC (Nutrition Advisory Council) groups will be formed in at least 1 school during contract year. Research-based nutrition resources and skills-based activities, lesson plans and training will be provided as needed to school leaders. Taste testing will be provided to students by school staff, which may be in the form of HOTM produce or other healthy food items. Nutrition lessons will last at least twenty (20) minutes for a minimum of 4 meetings per year.	PC, RS, LT	List of NAC teachers and/or staff, pictures of activities (on file)	10/2020 - 9/2011
6) Expand nutrition education and physical activity promotion resources at each school site by working with lead teachers to identify nutrition education materials needed and providing them to each school site. Examples include, but are not limited to, books, posters, brochures, fact sheets, bulletin board displays, nutrition promoting games, NERI's, MyPyramid materials, etc. All materials will be USDA allowable.	PC, RS, PA, LT	Copies of lead teacher requests (on file)	10/2010 - 9/2011

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EXHIBIT A
Scope of Work

Riverside County Community Health Agency
Department of Public Health
10-10107

Subcontractor: Palm Springs Unified School District

Activities	Responsible Party	Evaluation	Timeframe
<p>7) Utilize Network cooking equipment & small appliances for classroom nutrition education:</p> <ul style="list-style-type: none"> a. Inventory cooking equipment to identify need for replenishing and improving cooking equipment. b. Purchase new cooking equipment as needed c. Provide nutrition-related standards-based lesson plans provided by Dairy Council, Power Play or HOTM Newsletter that promote the use of the cooking equipment in the classroom as well as the "Nutrition Center" story books. 	<p>RS, PA, LT, Guest Chef</p>	<p>On File: a. Inventory List b. List of purchased items c. Sample of lesson plans</p>	<p>10/2010 - 9/2011 Throughout school year</p>
<p>8) Conduct "Caught Eating Good" Campaign:</p> <ul style="list-style-type: none"> a. Recruit 2-3 schools per year to participate in the month long cafeteria-based campaign b. Provide nutrition-related assembly to schools as a Campaign Kick-off event c. Promote fruit and vegetable consumption among students. Each student consuming a fruit or vegetable receives a "Caught Eating Good" ticket that is collected by teachers d. Draw tickets (1 per classroom) for nutrition education reinforcement items (NERI's) each Friday of the Campaign e. Provide a healthy party to the top two classrooms with the most tickets (K-5) at the end of the campaign. Healthy party includes fruit and vegetable trivia, sampling and nutrition games that incorporate physical activity. 	<p>RS, PA</p>	<p>On File: a. Campaign flyer b. Invoice on file; pictures c. List of NERI on file d. photos</p>	<p>10/2010 - 9/2011 Winter/Spring</p>
<p>9) Conduct one (1) professional development workshop per contract year for teachers with a focus on garden-based nutrition education and physical activity in the classroom.</p>	<p>PC, RS, PA</p>	<p>Copy of handout and agenda (on file)</p>	<p>10/2010 - 9/2011</p>

Legend: AA= Administrative Assistant; AD = Administrator; CalWORKs = California Work Opportunity and Responsibility to Kids; COW = Community Outreach Worker; CX³ = Communities of Excellence in Nutrition, Physical Activity, and Obesity Prevention; DPSS = Department of Public Social Services; ELAC=English Learner Advisory Committee; GAIN = Greater Avenue for Independence; HE = Health Educator; HOTM = Harvest of the Month; LT=Lead Teachers; Network = Network for a Healthy California; NEAA=Nutrition Educational Activity Aid; PA = Program Assistant ; PC = Program Coordinator; PS = Project Supervisors; RS = Research Specialist; SNAP = Supplemental Nutrition Assistance Program; SNAP-Ed = Supplemental Nutrition Assistance Program Education; T=Teacher; TANF = Temporary Assistance for Needy Families; WIC = Women, Infants and Children program

EXHIBIT A
Scope of Work

Riverside County Community Health Agency
 Department of Public Health
 10-10107

Subcontractor: Palm Springs Unified School District

GOAL 1: SNAP-Ed eligible families ($\leq 185\%$ Federal Poverty Level) will consume the recommended daily amounts of colorful fruits and vegetables and participate in daily physical activity.

Objective 19: By September 30 of each contract year, students, parents and the community will be exposed to nutrition education messages via print media and signage.

Social Ecological Model: Individual Interpersonal: Social Groups Institutional/Organizational Community

Target Audience: Race/Ethnicities: LATINO, WHITE, and AFRICAN AMERICAN Ages: ALL

Activities	Responsible Party	Evaluation	Timeframe
1) Provide nutrition education flyers and materials at 10 school wide events incorporating existing Network templates and approved educational materials. Events may include Back to School Nights, Open Houses, PTA Meetings, National School Breakfast Week, National Nutrition Month, classroom parties/holidays, Parent Education Classes and Community Sponsored events. Students and parents will be informed about the importance of eating a nutritious breakfast, staying physically active, eating healthy snacks/meals, healthy classroom parties or current health trends for children.	PC, RS	List of events, dates, and materials distributed (on file) ATF	10/2010 - 9/2011
2) At least one signage will be used at each of ten school sites to promote eating more fruits and vegetables and physical activity.	PC, RS	Pictures of Signage (on file)	10/2010 - 9/2011

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EXHIBIT A
Scope of Work

Riverside County Community Health Agency
Department of Public Health
10-10107

Subcontractor: Palm Springs Unified School District

GOAL 1: SNAP-Ed eligible families ($\leq 185\%$ Federal Poverty Level) will consume the recommended daily amounts of colorful fruits and vegetables and participate in daily physical activity.

Objective 20: By September 30, 2011 take part in at least 10 activities that promote the consumption of fruits, vegetables and physical activity within the district community through distribution of education materials, promotional events or meetings, reaching at least 1000 unduplicated participants.

Social Ecological Model: Individual Interpersonal: Social Groups Institutional/Organizational Community

Target Audience: Race/Ethnicities: LATINO, WHITE, and AFRICAN AMERICAN Ages: ALL

Activities	Responsible Party	Evaluation	Timeframe
1) Give presentations regarding Network opportunities for students that provide nutrition and physical activity promotions to groups such as Secretaries, Nurses, Principals, City of Palm Springs staff, PSUSD District employees at least 3 times per year.	PC, RS	Meeting agendas or activity reports (on file)	10/2010 - 9/2011 3 times annually
2) Provide nutrition education information at 'Bring Your Parents to Breakfast' events at 5 or more school sites. Network staff will host a display table with Network-approved fruit and vegetable brochures and information about the importance of breakfast as well as the link between healthy eating and academic performance.	PC, RS, PA	Photos on file: copy of promotional flyer (on file)	10/2010 - 9/2011 5 times annually
3) Provide nutrition education and promote physical activity messages through the school lunch menus (in partnership with the Child Nutrition Program) that are distributed monthly to all families in the District.	PC, RS	Sample of Menus on file and online.	10/2010 - 9/2011 Monthly Sept.-June
4) Give presentations regarding the Network program at least five times at different district parent groups meetings to identify opportunities for collaboration, inform regarding Network activities or provide nutrition education. Examples of parent groups include but are not limited to PTA, PTG, Migrant Ed, ELAC, School Site Council.	PC, RS, PA	Meeting agendas (on file)	10/2010 - 9/2011

Legend: AD = Administrator; CalWORKs = California Work Opportunity and Responsibility to Kids; COW = Community Outreach Worker; CX³ = Communities of Excellence in Nutrition, Physical Activity, and Obesity Prevention; DPSS = Department of Public Social Services; ELAC=English Learner Advisory Committee; GAIN = Greater Avenue for Independence; HE = Health Educator; HOTM = Harvest of the Month; LT=Lead Teachers; Network = Network for a Healthy California; NEAA=Nutrition Educational Activity Aid; PC = Program Coordinator; PS = Project Supervisor; RS = Research Specialist; SNAP = Supplemental Nutrition Assistance Program; SNAP-Ed = Supplemental Nutrition Assistance Program Education; T=Teacher; TANF = Temporary Assistance for Needy Families; WIC = Women, Infants and Children program

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 Contractor 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:

Jill Harden
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

C. Invoice shall:

- 1. Be prepared on company letterhead. If invoices are not on produced letterhead invoices then it must 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 Contractor's name as shown on the agreement.
 - 3. Identify the billing and/or performance period covered by the invoice.
 - 4. 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 5, Timely Submission of Final Invoice) or a later or alternate deadline is agreed to in writing by the program contract manager.
- E. The State may, at its discretion, choose not to honor any delinquent invoice if the Contractor 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 Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

Exhibit B
Budget Detail and Payment Provisions

- 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 Contractor 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 contract manager. Said invoice should be clearly marked "Final Invoice", thus 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 Contractor fails to obtain prior written State approval of an alternate final invoice submission deadline. Written State approval shall be sought from the program contract manager prior to the expiration or termination date of this agreement.
- C. The Contractor is hereby advised of its obligation to submit, with the final invoice, a "**Contractor's Release (Exhibit F)**" acknowledging submission of the final invoice to the State and certifying the approximate percentage amount, if any, of recycled products used in performance of this agreement.

5. Allowable Line Item Shifts

- A. Subject to the prior review and approval of the State, line item shifts of up to fifteen percent (15%) of the annual agreement total, not to exceed a maximum of one hundred thousand (\$100,000) annually are allowed, so long as the annual agreement total neither increases nor decreases.

The \$100,000 maximum limit shall be assessed annually and automatically adjusted by the State in accordance with cost-of-living indexes. Said adjustments shall not require a formal agreement amendment. The State shall annually inform the Contractor in writing of the adjusted maximum.

- B. Line item shifts meeting this criteria shall not require a formal agreement amendment.
- C. The Contractor shall adhere to State requirements regarding the process to follow in requesting approval to make line item shifts.
- D. Line item shifts may be proposed/requested by either the State or the Contractor.

Exhibit B
Budget Detail and Payment Provisions

6. Expense Allowability / Fiscal Documentation

- A. Invoices, received from a Contractor and accepted and/or submitted for payment by the State, shall not be deemed evidence of allowable agreement costs.
- B. Contractor 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 or appropriateness 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. If 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"**.
- E. Costs and/or expenses deemed unallowable are subject to recovery by CDPH. See provision 7 in this exhibit entitled, "Recovery of Overpayments" for more information.

7. Recovery of Overpayments

- A. Contractor agrees that claims based upon a contractual agreement or an audit finding and/or an auditing finding that is appealed and upheld, will be recovered by the State and/or Federal Government by one of the following options:
 - 1) Contractor'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 Contractor.
- B. The State reserves the right to select which option will be employed and the Contractor 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 Contractor, beginning 30 days after Contractor's receipt of the State's demand for repayment.
- D. 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 State, the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the Contractor's first receipt of State's notice requesting reimbursement of questioned audit costs or disallowed expenses.

Exhibit B
Budget Detail and Payment Provisions

8. Contractor's State Share Requirements

A. The Contractor shall contribute qualifying network nutrition education contributions from its own resources as detailed in the Contractor's State Share Budgets signed and approved as final by both parties. These State Share Budgets have been incorporated into this agreement and made a part hereof by reference in Exhibit E, Additional Provisions, paragraph 1.A. The Contractor's State Share contribution must be from a public, non-Federal source.* The Contractor's State Share contribution cannot be used to match another Federal program. In addition, the qualifying nutrition education intervention must target Supplemental Nutrition Assistance Program Education (SNAP-Ed) recipients and/or other similar households living at not higher than 185 percent of the Federal Poverty Level or for school districts and other education agencies, interventions must target low-resource schools, defined as those with 50% of students or more eligible for free or reduced-price school meals.

*Exception: Indian Tribal Organizations can use federal grant funds that are designated as an allowable source of State Share dollars directed toward nutrition education.

- B. The Contractor is responsible for maintaining verifiable records of all State Share contributions. The Contractor shall submit quarterly, State Share reports documenting State Share contributions. The State Share documentation report shall be submitted in a form and format prescribed by the State. The Contractor shall be reimbursed for services satisfactorily performed at a rate of not more than 50% of every allowable state share dollar Contractor contributes and for which contractor provides adequate documentation.
- C. The Contractor shall return any funds necessary to repay the State for any State or Federal audit exceptions resulting in the disallowance of agreement funds in which the Contractor has not complied with the requirements of this agreement and applicable Federal requirements.
- D. The Contractor agrees to match each Federal dollar with two dollars of Contractor's State Share contributions as detailed in the Contractor's State Share Budgets. The Contractor's State Share Budgets represent the minimum support the contractor agrees to provide in exchange for the payments received. Any changes to the Contractor's State Share Budgets as referenced in Exhibit E, Additional Provisions, paragraph 1.A. may be proposed by the Contractor. All changes are subject to prior written approval by the State. Changes to State Share Budgets do not require a formal amendment.

9. Revenue

- A. This provision supersedes and replaces provision 6 entitled, "Income Restrictions" appearing in Special Terms and Conditions Exhibit D(F).
- B. If the Contractor realizes a profit from the sale of nutrition education materials (videos, literature, etc. paid with agreement dollars), it must report the amount to the State as Contractor income on the SF-269 form. The Contractor shall make the SF-269 form available to the State on request. The Contractor shall place any income, fees, or reimbursements accruing to or received by the Contractor for services rendered under this agreement into a separate identifiable account. Revenues generated by the Contractor as a

Exhibit B
Budget Detail and Payment Provisions

result of this State agreement must be utilized to meet identified, agreed upon, program-related needs of the Contractor, or must be returned to the State. Any revenues accruing to the Contractor, based on services supported in whole or in part by the State pursuant to this agreement, shall be used to defray costs incurred by this project to measurably expand the program or improve the quality of services detailed in this agreement, and must be approved in writing by the State. Adequate documentation of the use of these funds shall be maintained.

10. Advance Payment

No advance payment is allowed under this agreement.

Exhibit B
Budget Detail and Payment Provisions
Attachment 1

*Personnel	\$330,023
Fringe Benefits (44.5% of Personnel)	\$146,860
*Operating Expenses	\$ 53,703
*Equipment	\$ 2,000
Travel (Travel costs as required to meet stated objectives as outlined in the Scope of Work. All travel rates will align with current DPA rates as stated in the contract.)	\$ 15,667
*Subcontracts (Per Exhibit D(F) Paragraph 5.a(3)(g) of this agreement and State Contracting Manual Volume 1. 3.06, D.1., this contract is exempt from bidding requirements and subcontracting restrictions based on the contract's classification as a Direct Service/Subvention Agreement.)	\$217,820
*Other Costs	\$ 57,181
Indirect Costs (23% of Total Costs)	\$109,683
Total	\$ <u>932,937</u>

See Page 2 for itemization of line items as appropriate to this contract.

Exhibit B
Budget Detail and Payment Provisions
Attachment 1

Line Item Itemization

Amounts shown in the "Budget" column may be slightly higher or lower due to rounding off of figures or as a result of mathematical formulas used to calculate.

Personnel **\$330,023**

Position Title	Annual Salary/Range	Total FTE %	Budget *
Administrator (Supervising Nutritionist)	\$68,985	50%	\$34,493
Sr. Nutritionist	\$62,042	100%	\$62,042
Nutritionist	\$56,637	30%	\$16,991
Health Educator	\$43,408	100%	\$43,408
Health Educator	\$43,408	50%	\$21,704
Health Educator	\$45,963	50%	\$22,982
Health Educator	\$45,963	25%	\$11,491
Health Educator	\$42,406	25%	\$10,602
Community Outreach Worker	\$34,471	50%	\$25,853
Administrative Assistant	\$37,617	50%	\$18,809
Administrative Assistant	\$35,731	25%	\$7,146
Administrative Assistant	\$45,111	100%	\$45,111
Accountant	\$42,009	10%	\$4,201
Accountant	\$51,896	10%	\$5,190

Operating Expenses **\$53,703**

Telecommunications (phone, email, network and internet access, etc.)	\$5,421
Insurance	\$1,200
Office Supplies	\$2,492
Office Space	\$39,990
Maintenance, copies, fax	\$3,000
Laundry service for fruit/veggie costumes	\$200
Membership fees for CAN ACT	\$1,100
Postage/overnight mailings	\$300

Equipment **\$2,000**

Replacement PC	\$2,000
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Subcontracts **\$217,820**

Palm Spring Unified School District	\$217,820
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Other Costs **\$57,181**

In-house printing, duplication and postage costs of nutrition education/handouts with nutrition message.	\$39,450
Regional trainings, conferences, meetings and forum expenses (Includes 3-5 regional trainings, quarterly regional collaborative meetings, Spokesperson Training, "Train the Trainer", Sharing Forums, Physical Activity Forum, etc. Expenses include presenter costs, supplies, materials, facility costs, rental space, etc.)	\$2,026
Administrative or educational materials/handouts with a nutrition education message	\$13,985
On-line tracking system	\$1,720

**SUB BUDGET JUSTIFICATION
FFY 2011**

A PERSONNEL SALARIES:		2. Annual Salary	3. Total FTE (as a decimal)	4. Percentage FTE Time for Administration	5. Percentage FTE Time for Direct	6. State Share Total Dollars	7. Federal Share Total Dollars	8. Total Dollars
STATE SHARE POSITIONS								
1. Name:	Wanda Grant	\$	0.1500	15.0%		\$ 18,361		\$ 18,361
Title:	Administrator (Food Services Director)							
2. Name:	Jeannine Green	\$	0.1000	10.0%		\$ 5,043		\$ 5,043
Title:	Accountant (Food Service Accountant)							
3. Name:	Monica Onta	\$	0.1500	15.0%		\$ 4,749		\$ 4,749
Title:	Financial Analyst (Accounting Technician)							
4. Name:	Multiple Staff (84.5 @ \$67,570.80/0.007 ea)	\$	0.0070	0.7%		\$ 399,681		\$ 399,681
Title:	Teacher (Teachers & Counselors)							
5. Name:	Multiple Staff (8 @ \$65,330.00/0.021 ea.)	\$	0.0200	2.0%		\$ 10,453		\$ 10,453
Title:	Nurses							
SCHOOL SHARE POSITIONS								
1. Name:	Lorri Castro-Aguilera	\$	1.0000	100.0%		\$ 68,000		\$ 68,000
Title:	Project Coordinator							
2. Name:	Multiple Staff (24) (Avg. \$67,570.80)	\$	0.0222	2.22%		\$ 36,002		\$ 36,002
Title:	Lead Teachers (JFC extra hours earned)							
3. Name:	TBD	\$	0.3750	37.5%		\$ 18,750		\$ 18,750
Title:	Guest Chef (RD)							
TOTAL		\$	1.8242	40.0%	142.42%	\$ 438,287	\$ 122,752	\$ 561,039
Food Service Worker (100)								
Director, Nutrition, Adult Services (COPS) - SSJ								
Accountant (Finance - Audit) (SSJ)								
Teacher (grades 7-12) Classroom, PE (SSJ) - SSJ, ESJ								
Nurse (Nurse Supervisor/Manager) (SSJ) - SSJ								
Project Coordinator - (SSJ)								
Assists with planning and preparing healthy food taste tests in the school setting in conjunction with classroom based nutrition education interventions. Works with teachers to increase student, teacher and parent knowledge of the importance of consuming more servings of fruits and vegetables and being active daily. Compiles documentation on taste testing activities and all reporting required for nutrition contract. In some cases, supervises staff that carry out the activities.								
Serves as internal auditor and controller. Assists with processing purchase orders, invoices, preparation of vouchers for payment as related to the Network program, as well as monitoring the budgets.								
Coordinates, facilitates, modifies, develops, and demonstrates lessons on nutrition and promotes physical activity for students and their families. Supports nutrition education program goals through promotion, local, regional, and statewide collaboration; and close coordination with RD to train staff.								
Provides nutrition and physical activity promotion to students enrolled in nutrition education programs and their families. Supports nutrition education goals through interventions; local, regional, and statewide collaboration and interventions. (This does not include any medical nutrition therapy).								
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 education 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.								
Oversees and supervises the nutrition education program including project administration, project coordination, the development of the nutrition education component and materials and other nutrition and physical activity promotion programs.								

**SUB BUDGET JUSTIFICATION
 FFY 2011**

Exhibit - C

						State Share Total Dollars	Federal Share Total Dollars	Total Dollars
B. FRINGE BENEFITS:								
State Share:						\$ 118,337		\$ 118,337
	Salaries				\$ 438,287			
	Includes payroll taxes and medical/dental benefits at 27% of salaries							
Federal Share:								
	Salaries				\$ 33,143		\$ 33,143	\$ 33,143
	Includes payroll taxes and medical/dental benefits @27 % of salaries				\$ 122,752			
	SUBTOTAL:					\$ 118,337	\$ 33,143	\$ 151,480
C. OPERATING EXPENSES:								
State Share:	None							
Federal Share:								
	Office Supplies: Paper (3 cases white)-\$ 141, (3 cases color)-\$156, Pens (4 boxes)-\$30,						\$ 327	\$ 327
	SUBTOTAL:						\$ 327	\$ 327
D. EQUIPMENT EXPENSES:								
State Share:	None							
Federal Share:	None							
E. TRAVEL AND PER DIEM:								
State Share:								
Staff	None							
Meeting								
Federal Share:								
Staff	# Trips	# Days	Per Diem	Lodging	Round Total			
Meeting								
	SHAPE-Registration-\$20x4-Staff x 1 meeting=\$80						\$ 80	\$ 80
	Other Network Trainings/Meetings(4 Staff)							
	Hotel \$150 x 2 people=\$300 x 2 nights=\$600						\$ 1,300	\$ 1,300
	Transportation:\$200 flight + \$30 shuttle=\$230 x 2 people=\$460.00							
	Per Diem: \$40 per day x 3 days=\$120 x 2 people=\$240.00							
	California School Nutrition Association Conference (4- Staff) Prorated at 55%						\$ 968	\$ 968
	Registration: \$200 x 2 people =400 x .55=\$220							
	Hotel: \$150 x 3 nights x 2 people=\$900 x .55=495							
	Transportation: \$200 flight + \$30 shuttle=\$230 x 2 people=\$460 x .55=\$253							
	* Prorated as necessary							
	Local travel @ State Rate \$0.50 per mile (200 miles/month for 9 months for 1,3972 staff)						\$ 1,257	\$ 1,257
	SUBTOTAL:						\$ 3,605	\$ 3,605

SUB BUDGET JUSTIFICATION
FFY 2011

Sub: Palm Springs Unified School District
 Riverside County Community Health Agency
 10-10107

	State Share Total Dollars	Federal Share Total Dollars	Total Dollars
F. SUBCONTRACTORS:			
State Share:	None		
Federal Share:	None		
G. OTHER COSTS:			
State Share:	None		
Federal Share:	Food demonstration costs shall not exceed \$2.50 per person including supplies		
1) Publication/printing			
	Harvest of the Month Educator Newsletter @\$.29 each 600/mo. X 9 mo.)	\$ 1,566	\$ 1,566
	HOTM Parent Newsletter @\$0.18 each for 13,000 x 4 times per year (18*13000*4)	\$ 9,360	\$ 9,360
	HOTM Calendar @\$ 3.50 each (2000)	\$ 7,000	\$ 7,000
	HOTM Classroom Workbooks for 100 classrooms per year @ \$1.00 each (30 kids in each class)	\$ 3,000	\$ 3,000
2) Supplies for Nutrition Education food demonstrations and sampling			
	HOTM Produce Box Sampling for Classrooms: \$17 x 50 classrooms x 9 months/yr	\$ 7,650	\$ 7,650
	Guest Chef food demonstrations/sampling: \$50 x 50 classrooms of 20-30 students ea/for 9 months yr.	\$ 2,500	\$ 2,500
	Food Demonstrations sampling for nutrition education classes and promotional events: \$100 x 35 events	\$ 3,500	\$ 3,500
	Nutrition Education Reinforcement Incentives (NERTIs) (no more than \$4 each @ 500 items)	\$ 2,000	\$ 2,000
3) Classroom curriculum, supplies and materials			
	Food and Nutrition books that support the HOTM (16 elementary sites @ 5 books ea. per yr @ \$10/book) (Books will be selected from the approved section of HOTM Educator Newsletter)	\$ 800	\$ 800
4) Cooking Cart Materials for Guest Chef			
	Fruit and Vegetable campaign measuring spoons & cups (24 spoons @\$2.25 (24 cups @\$3.75)	\$ 144	\$ 144
	Small appliance replacement (e.g. blender, skillet, mixer) 5 x \$25	\$ 125	\$ 125
	Utensil replacement (24 @\$2.75)	\$ 66	\$ 66
	Mixing Bowl, pan, baking pans-estimate 5 per year-5x \$15	\$ 75	\$ 75
5) SPARK Training- Day Demonstration for 40 teachers			
	40 Instructional binders x (\$200 each including tax)	\$ 8,000	\$ 8,000
	Training Program- \$2,699.00 (1 Standard Training session for 40 staff)	\$ 2,699	\$ 2,699
	Transportation (\$500) (transportation cost of local trainer)	\$ 500	\$ 500
	1,000 miles x .50 = \$500		
6) Nutrition Education and physical activity promotion assemblies (ie: Rope Warrior, KidTribbe, Food for thought) 5 assemblies @ \$500 each			
	A healthy school assembly at 5 different schools during school year	\$ 2,500	\$ 2,500
	Farmer's Market educational assembly (2 @ \$1700 each)	\$ 3,400	\$ 3,400
	An educational school wide assembly for two elementary schools. The company, Food for Thought, will provide local farmers who will display their local grown produce with an educational component on every produce item represented. Fun, festive and educational events that introduce students to new, healthy food choices for themselves and their families, while teaching them the value of money as they buy healthy foods at the market. A family component will be included for families to buy the locally grown produce on their student's campus at the end of the day.		
7) Maintenance of Activity Reporting System: Maintenance & on-going support (\$600 yr)		\$ 600	\$ 600
8) Upgrade and Maintenance of Fed/State Share Time logs (\$494 yr)		\$ 494	\$ 494
9) Maintenance of Nutrition Education website (\$500/yr)		\$ 500	\$ 500
	SUBTOTAL:	\$ 56,479	\$ 56,479

**SUB BUDGET JUSTIFICATION
FFY 2011**

									State Share Total Dollars	Federal Share Total Dollars	Total Dollars
	*Expenditures on nutrition education reinforcement items or promotional items must have prior California Department of Public Health approval and must comply with all State and Federal safety requirements with respect to production including Prop 65 requirements for lead content.										
H. INDIRECT COSTS:											
State Share:	None										
Federal Share:	.7% Total Direct Costs of	\$216,306	=	\$ 1,514					\$ 1,514	\$ 1,514	
TOTAL		\$ 59,564,162		1.8242	40.0%	142.42%	\$	556,624	\$ 217,820	\$ 774,444	

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", "California Department of Health Services", "Department of Health Services", "CDPH", "CDHS", and "DHS" shall all 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
9. Federal Contract Funds	25. Four-Digit Date Compliance
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 exceeding \$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 Health Care Services. This material may not be reproduced or disseminated without prior written permission from the Department of Health Care Services." 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, Subchapter 2.5, commencing with Section 251, 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 DHCS 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.

Attachment 1

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:

California Department of Public Health

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

Attachment 2

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:</p> <p><input type="checkbox"/> a. contract</p> <p><input type="checkbox"/> b. grant</p> <p><input type="checkbox"/> c. cooperative agreement</p> <p><input type="checkbox"/> d. loan</p> <p><input type="checkbox"/> e. loan guarantee</p> <p><input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application</p> <p><input type="checkbox"/> b. initial award</p> <p><input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing</p> <p><input type="checkbox"/> b. material change</p> <p>For Material Change Only:</p> <p>Year _____ quarter _____</p> <p>date of last report _____.</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee</p> <p>Tier _____, if known:</p> <p>Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p>	
<p>6. Federal Department/Agency</p>	<p>7. Federal Program Name/Description:</p> <p>CDFA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$ _____</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: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>	
<p>Federal Use Only</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 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 Exhibits

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 Contractor 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) State Share Budget(s) (signed and approved as final by the Contractor)
- 2) Local Incentive Award Program Guidelines Manual
- 3) *Network for a Healthy California* Program Letters and any revisions thereto.
- 4) United States Department of Agriculture State Supplemental Nutrition Assistance Program Education (SNAP-Ed) Plan Guidance.

2. Cancellation / Termination

A. This agreement may be cancelled by CDPH or Contractor without cause upon 30 calendar days advance written notice to the Contractor.

B. CDPH reserves the right to cancel or terminate this agreement immediately for cause. The Contractor 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 Contractor fails to meet the terms, conditions, and/or responsibilities of this agreement.

D. Agreement termination or cancellation shall be effective as of the date indicated in CDPH's notification to the Contractor. The notice shall stipulate any final performance, invoicing or payment requirements.

E. Upon receipt of a notice of termination or cancellation, the Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent agreement costs.

F. In the event of early termination or cancellation, the Contractor 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.

3. Avoidance of Conflicts of Interest by Contractor

A. CDPH intends to avoid any real or apparent conflict of interest on the part of the Contractor, subcontractors, or employees, officers and directors of the Contractor or subcontractors. 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 Contractor to submit additional information or a plan for resolving the conflict, subject to prior CDPH review and approval.

Exhibit E
Additional Provisions

- B. Conflicts of interest include, but are not limited to:
- 1) An instance where the Contractor or any of its subcontractors, or any employee, officer, or director of the Contractor or any subcontractor 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 Contractor's or any subcontractor's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a 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 Contractor will be given an opportunity to submit additional information or to resolve the conflict. A Contractor 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 Contractor, authorize an extension of the timeline indicated herein.

4. Freeze Exemptions

(Applicable only to local government agencies.)

- A. Contractor agrees that any hiring freeze adopted during the term of this agreement shall not be applied to the positions funded, in whole or part, by this agreement.
- B. Contractor agrees not to implement any personnel policy, which may adversely affect performance or the positions funded, in whole or part, by this agreement.
- C. Contractor agrees that any travel freeze or travel limitation policy adopted during the term of this agreement shall not restrict travel funded, in whole or part, by this agreement.
- D. Contractor agrees that any purchasing freeze or purchase limitation policy adopted during the term of this agreement shall not restrict or limit purchases funded, in whole or part, by this agreement.

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** 10-10107 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): Riverside County Community Health Agency, DPH

Signature of Contractor or Official Designee: _____ Date: _____

Printed Name/Title of Person Signing: _____

Distribution: Accounting (Original) Program

1. STATE LEVEL GOALS AND OBJECTIVES

See State-level objectives in introduction to Section B, pages 1-3.

2. DESCRIPTION OF PROJECTS/INTERVENTIONS FOR EACH PROJECT THE FOLLOWING INFORMATION SHOULD BE PROVIDED:

Project Title: Riverside County CHA DOPH
Program Area: Local Incentive Awardee: County of Riverside
Contract Number: 10107

a. Related State Objectives.

See State-level objectives 1, 2, 4, 8, and 9.

b. Audience.

Gender: Male 10%Female 90%

Ethnicity: African American 30%; Asian _____%; Caucasian 10%; Latino 60%; Native American _____%; Pacific Islander _____%; Other (specify)_____: _____%

Languages: English 60%; Spanish 40%; Arabic _____%; Armenian _____%; Bosnian _____%; Cantonese _____%; Farsi _____%; Hmong _____%; Khmer (Cambodian) _____%; Korean _____%; Lao _____%; Mandarin _____%; Russian _____%; Tagalog _____%; Vietnamese _____%; Other (specify)_____: _____%; Other (specify)_____: _____%

Ages: Under 5 years old 10%; 5 to 8 13%; 9 to 11 20%; 12 to 17 10%; 18 to 59 46%; 60 years old and over 1%

c. Focus on SNAP Eligibles.

Income Targeting Data Source:

- See attached Census Tract data sheet
- See attached Free/Reduced Price Meal % data sheet
- Other (Specify): _____ (% equal to or less than 185% FPL)
- Other (Specify): _____ (% equal to or less than 185% FPL)

Location Based Proxy Sites:

Targeting data is not required for proxy sites. Please check all that apply and indicate the percentage of your target audience(s) at these locations.

- | | |
|--|---|
| <input checked="" type="checkbox"/> Food Banks <u>1%</u> | <input checked="" type="checkbox"/> Shelters/Temporary Housing <u>2%</u> |
| <input checked="" type="checkbox"/> Food Pantries <u>1%</u> | <input checked="" type="checkbox"/> Soup Kitchens <u>1%</u> |
| <input checked="" type="checkbox"/> Food Stamp Offices <u>5%</u> | <input checked="" type="checkbox"/> TANF Job Readiness Program <u>15%</u> |
| <input type="checkbox"/> Public Housing <u>0%</u> | <input checked="" type="checkbox"/> WIC Offices <u>15%</u> |

d. Project Description.

Key Methods:

Advisory Council/Task Force (specify): Riverside Office of Education Health Advisory Committee, Homeless Care Network, Eastside Community Health Partnership, Riverside Diabetes Collaborative, County Nutrition Action Plan, Black History Committee; Internet/Web Sites-website address: www.rivco-nutrition.org; Print Media; Radio _____; TV _____; Nutrition Education Classes (100 occurrences at .5hour(s) each); Community Education Events (16 occurrences at

.5hour(s) each); Training/Workshop/Conference (8 occurrences at .30 hour(s) each); Point of Purchase (30 occurrences at .25hours each); Other (specify)schools: (120 occurrences at .30 hours each).

Key Educational Messages:

Fruits & Vegetables; Physical Activity; Fat Free & Low Fat Milk or Equivalent (and alternate calcium sources); Fats and Oils; Fiber-Rich Foods; Food Safety; Food Shopping/Preparation; Lean Meat and Beans; Limit Added Sugars or Caloric Sweeteners; MyPyramid – Healthy Eating Plan; Promote Healthy Weight; Sodium and Potassium; Whole Grains; Other (Specify): Food Labels, SNAP promotion

SNAP-Ed Delivery Sites by Type of Setting:

11 Adult Education & Job Training Sites; 1 Adult Rehabilitation Centers; 7 Churches; 4 Community Centers; 4 Elderly Service Centers; 5 Emergency Food Assistance Sites (includes Food Banks); 1 Extension Offices; 4 Farmers Markets; 6 Food Stamp Offices; 8 Food Stores; 10 Head Start Programs; 0 Individual Homes; 0 Libraries; 11 Other Youth Education Sites (includes Parks and Recreation); 11 Public/Community Health Centers (includes Public Health Departments); 0 Public Housing; 16 Schools – students (Preschool); 85 Schools – students (K-12); 4 Schools – students (Afterschool Program); 6 Schools – parents; 5 Shelters/Temporary Housing; 17 WIC Programs; Worksites; Other (specify): 12 Partner Agencies/Organizations. NOTE: Preschools qualify via census tract.

*** Reminder: Every non-school site noted above must be listed with address and census tract on the separate Site Data Collection Form.**

Projected Number of Unduplicated Participants: 25,600

Narrative (max. 200 words)

The Riverside County, Community Health Agency, Department of Public Health will promote the increased consumption of fruits and vegetables and physical activity among SNAP eligible Riverside County residents. To achieve this goal we will provide direct education to over 500 SNAP recipients or eligibles at DPSS; educate residents at food banks, food pantries or shelters; conduct health fair promotions for over 1500 residents at community events; 500 community residents will receive at least 1 nutrition education class; 3250 residents will be reach through social marketing at retail vendors; work with 5 school districts to educate students receiving free or reduced lunch via Harvest of the Month samples, calendar contest, or other school promotion; train 150 local partner staff and County of Riverside Dept of Health or Social Services staff working with the SNAP eligible population on *Network* messages; provide nutrition education to breastfeeding women at proxy sites;. We will conduct an impact evaluation for indicators of significant health behavior changes. We will also expand the Communities of Excellence (CX3) project to a new neighborhood.

e. **Summary of Research.**
See Section A, pages 2-5.

f. **Modification of Project Methods/Strategies.**

We have not modified our methods/strategies
 Improving cultural relevancy

Changing audience participation
 Adding new partners

- Enhancing/updating existing strategies
- Utilizing research/program tool

- Other (specify): New training
- Other (specify): _____

All modifications are approved by the Network.

g. Use of Existing Educational Materials.

See attached Existing Educational Materials/Curricula data sheet.

h. Development of New Educational Materials.

All new educational materials must be listed on the attached New Materials Development data sheet.

i. Key Performance Measures/Indicators. (max. 100 words)

The program will use process evaluation measures such as sign-in sheets and the Activity Tracking Form to determine participation in various activities performed. Impact evaluation activities will measure statistically significant increases in fruit and vegetable consumption and/or an increase in one or more factors related to fruit and vegetable consumption such as knowledge, preferences, outcome expectations and/or self efficacy.

3. EVALUATION PLANS

All contractors participate in process evaluation per their Scope of Work activities. Contractors who receive Federal Share >\$350,000 must participate in impact evaluation. Impact evaluation measures the effectiveness of an intervention by assessing behavior change or the factors that directly influence behavior change primarily focusing on consumption of fruit and vegetables intake.

4. COORDINATION EFFORTS (MAX. 100 WORDS)

We will participate in the County Nutrition Action Plan (CNAP) where activities among participating local USDA partners are coordinated. Members include local school districts, Co-operative Extension, SNAP, WIC, and other USDA funded projects. We will use *Network*-approved messages for delivery to snap eligible residents. We will meet with our partners to educate them on *Network* messages. We will collaborate with the Regional *Network* and any future *Network*-funded agencies to deliver services within our geographic boundaries. We will continue to collaborate with local city and county agencies/organizations to deliver services in the County of Riverside.

Census Tract Data Sheet

<i>County</i>	<i>Census Tract</i>	<i>Ethnicity</i>	<i>Percent At or Below 185% FPL</i>
Riverside	06065042210	All Races	51.17%
Riverside	06065042202	All Races	75.50%
Riverside	06065030300	All Races	60.90%
Riverside	06065042504	All Races	64.45%
Riverside	06065010100	All Races	51.00%
Riverside	06065042515	All Races	68.55%
Riverside	06065042516	All Races	50.31%
Riverside	06065042800	All Races	64.11%
Riverside	06065042901	All Races	51.12%
Riverside	06065042904	All Races	59.28%
Riverside	06065030400	All Races	59.86%
Riverside	06065030503	All Races	69.23%
Riverside	06065041600	All Races	61.16%
Riverside	06065042209	All Races	57.70%
Riverside	06065042519	All Races	63.32%
Riverside	06065043600	All Races	65.82%
Riverside	06065044506	All Races	55.40%
Riverside	06065044509	All Races	65.99%
Riverside	06065044601	All Races	51.50%
Riverside	06065030501	All Races	58.75%
Riverside	06065030502	All Races	65.04%
Riverside	06065031300	All Races	62.06%
Riverside	06065040203	All Races	68.33%
Riverside	06065040204	All Races	62.04%
Riverside	06065041100	All Races	57.38%
Riverside	06065043006	All Races	53.21%
Riverside	06065043215	All Races	50.86%
Riverside	06065043310	All Races	55.19%
Riverside	06065043507	All Races	56.75%
Riverside	06065044510	All Races	56.13%
Riverside	06065044601	All Races	51.50%
Riverside	06065045301	All Races	58.81%
Riverside	06065045302	All Races	50.96%
Riverside	06065045400	All Races	66.62%
Riverside	06065045502	All Races	68.82%
Riverside	06065045603	All Races	50.36%
Riverside	06065045604	All Races	74.85%
Riverside	06065045702	All Races	58.36%
Riverside	06065045705	All Races	80.13%
Riverside	06065045706	All Races	69.78%
Riverside	06065031600	Black or African American	51.81%
Riverside	06065042010	Black or African American	52.46%
Riverside	06065042508	Black or African American	50.44%
Riverside	06065042514	Black or African American	52.36%

Riverside	06065042521	Black or African American	59.88%
Riverside	06065045800	Black or African American	70.45%
Riverside	06065030100	Black or African American	57.95%
Riverside	06065031100	Black or African American	58.46%
Riverside	06065042405	Black or African American	69.89%
Riverside	06065042506	Black or African American	52.26%
Riverside	06065042510	Black or African American	52.07%
Riverside	06065030200	Hispanic or Latino	56.75%
Riverside	06065030900	Hispanic or Latino	53.49%
Riverside	06065031001	Hispanic or Latino	51.49%
Riverside	06065031002	Hispanic or Latino	58.10%
Riverside	06065041408	Hispanic or Latino	51.39%
Riverside	06065042009	Hispanic or Latino	50.15%
Riverside	06065042719	Hispanic or Latino	50.28%
Riverside	06065043508	Hispanic or Latino	62.44%
Riverside	06065044702	Hispanic or Latino	53.96%
Riverside	06065044701	Hispanic or Latino	58.50%
Riverside	06065045000	Hispanic or Latino	65.73%
Riverside	06065045501	Hispanic or Latino	50.48%

Free/Reduced Price Meal Percentage Data Sheet

<i>School District</i>	<i>CDS Code</i>	<i>School Site</i>	<i>Free Meal %</i>	<i>Reduced Meal %</i>	<i>Free and Reduced Meal %</i>
Hemet USD	3367082 3332673	Hemet High	34.33	17.31	51.64
Hemet USD	33670826110415	Bautista Creek Elem	37.82	17.33	55.15
Hemet USD	33670826112007	Dartmouth MS	41.89	14.75	56.65
Hemet USD	33670823330537	West Valley HS	41.15	18.76	59.91
Hemet USD	33670820102772	Cawston Elem	39.96	19.98	59.93
Hemet USD	33670826032114	Idylwild	38.91	21.86	60.77
Hemet USD	33670820101139	Harmony Elem	42.95	22.38	65.33
Hemet USD	33670826106728	Valle Vista Elem	51.40	15.57	66.96
Hemet USD	33670826032122	Little Lake Elem	52.14	17.62	69.76
Hemet USD	33670826032080	Cottonwood Elem	57.45	12.77	70.21
Hemet USD	33670826109805	Fruitvale Elem	53.28	19.39	72.67
Hemet USD	33670826032148	Whitier Elem	58.33	15.80	74.13
Hemet USD	33670820106716	Hamilton High	55.76	18.59	74.35
Hemet USD	33670826032155	Winchester Elem	60.06	16.48	76.54
Hemet USD	33670820107359	Hamilton elem	60.92	16.75	77.67
Hemet USD	33670826032130	Ramona Elem	60.84	19.58	80.42
Hemet USD	33670826084628	Acacia Middle	59.03	22.19	81.21
Hemet USD	33670823330065	Alessandro High	66.11	16.11	82.22
Hemet USD	33670820101121	McSweeny Elem	61.33	23.07	84.39
Hemet USD	33670826118731	Jacob Weins elem	70.89	13.97	84.86
Hemet USD	33670820116962	Rancho Viejo Middle	66.54	20.57	87.11
Hemet USD	33670823330768	Hemet Educ Learn Ctr	68.29	19.51	87.80
Hemet USD	33670826032106	Hemet Elem	75.26	15.92	91.18
Hemet USD	33670820102780	Diamond Valley MS	65.12	28.60	93.72
Hemet USD	33670820113159	Tahquitz HS	70.44	29.56	100.00

<i>School District</i>	<i>CDS Code</i>	<i>School Site</i>	<i>Free Meal %</i>	<i>Reduced Meal %</i>	<i>Free and Reduced Meal %</i>
Nuview USD	33671576111488	Valley View Elem	51.12	14.87	65.99
Nuview USD	33671576032353	Nuview Elem	54.72	16.08	70.80
Nuview USD	33671576109334	Mountain Shadows MS	55.53	15.73	71.26
Riverside USD	33672156059133	Mathew Gage	40.44	13.87	54.31
Riverside USD	33672156032783	Washington Elem	38.81	17.25	56.06
Riverside USD	33672156032536	Alcott Elem	44.79	11.76	56.55
Riverside USD	33672153330024	Arlington HS	39.12	17.55	56.68
Riverside USD	33672153330677	Raincross	44.10	13.85	57.95
Riverside USD	33672156032601	Harrison Elem	43.87	14.45	58.32
Riverside USD	33672153330511	Opportunity Prog	48.51	10.23	58.75
Riverside USD	33672156107957	William Taft Elem	51.12	9.09	60.21
Riverside USD	33672156032775	Victoria Elem	45.04	17.40	62.44
Riverside USD	33672156032718	Magnolia Elem	50.42	12.36	62.78
Riverside USD	33672153334406	John North HS	48.79	14.16	62.94
Riverside USD	33672156032577	Emerson HS	48.03	15.45	63.48
Riverside USD	33672156032742	Pachappa Elem	56.28	12.41	68.69
Riverside USD	33672156061790	Chemawa MS	50.39	19.39	69.78
Riverside USD	33672153336492	Ramona HS	49.32	20.63	69.95
Riverside USD	33672153336955	Abraham Lin Cont	64.22	10.86	75.08
Riverside USD	33672156059125	Central MS	60.92	15.26	76.18
Riverside USD	33672156032528	Adams Elem	57.17	20.63	77.80
Riverside USD	33672156032643	Hyatt Elem	67.47	11.29	78.76
Riverside USD	33672156032700	Madison Elem	59.85	19.20	79.05
Riverside USD	33672156059141	Sierra MS	56.99	22.20	79.19
Riverside USD	33672156032619	Hawthorne Elem	62.23	17.28	79.51
Riverside USD	33672156032734	Mountain View Elem	61.98	18.47	80.45
Riverside USD	33672156032668	Jefferson Elem	61.75	19.23	80.98
Riverside USD	33672156059158	University Heights MS	65.33	15.76	81.09
Riverside USD	33672150114181	Patricia Beatty Elem	59.08	22.29	81.37
Riverside USD	33672156032635	Highland Elem	66.50	14.94	81.44
Riverside USD	33672156032650	Jackson Elem	60.88	20.90	81.78
Riverside USD	33672156032726	Monroe Elem	58.27	24.02	82.28
Riverside USD	33672156032544	Bryant Elem	64.94	18.44	83.38
Riverside USD	33672156032585	Fremont Elem	66.77	18.53	85.30
Riverside USD	33672156032684	Liberty Elem	66.84	20.03	86.86
Riverside USD	33672156032627	Highgrove Elem	72.54	15.07	87.61
Riverside USD	33672156032692	Longfellow Elem	80.71	13.47	94.19
Lake Elsinore USD	33751766107189	Railroad Cyn Elem	56.70	19.61	76.31
Lake Elsinore USD	33751766118442	Rice Cyn Elem	56.70	19.61	76.31
Lake Elsinore USD	33751766032056	Machado Elem	62.31	18.44	80.75
Palm Springs USD	33671733335130	Palm Springs High (*FS data 10/09)	46.94	10.07	57.01
Palm Springs USD	33671733330925	Ramon Alternative	43.34	14.6	57.51
Palm Springs USD	33671736032437	Katherine Finchy Elem	46.49	12.62	59.11
Palm Springs USD	33671730105767	Rio Vista elem	37.97	22.70	60.68
Palm Springs USD	33671733330578	Cathedral City High	46.76	15.53	62.28

<i>School District</i>	<i>CDS Code</i>	<i>School Site</i>	<i>Free Meal %</i>	<i>Reduced Meal %</i>	<i>Free and Reduced Meal %</i>
Palm Springs USD	33671736112692	James Workman Middle	43.08	19.54	62.63
Palm Springs USD	33671736032445	Rancho Mirage Elem	51.92	13.46	65.38
Palm Springs USD	33671736108450	Sunny Sands elem	49.35	19.96	69.31
Palm Springs USD	33671736107601	Landau Elem	52.28	17.07	69.35
Palm Springs USD	33671736059109	Raymond Cree Middle	55.16	15.57	70.73
Palm Springs USD	33671733330818	Desert Hot Springs High	58.99	17.67	76.65
Palm Springs USD	33671736032395	Cahuilla Elem	63.46	13.29	76.74
Palm Springs USD	33671736032411	Cielo vista Elem	62.05	15.47	77.52
Palm Springs USD	33671736106207	Della S. Lindley Elem	61.91	18.38	80.29
Palm Springs USD	33671736059091	Nellie N. Coffman Middle	66.58	14.84	81.42
Palm Springs USD	33671736032429	Edward Wenzlaff Elem	65.92	16.04	81.96
Palm Springs USD	33671736102560	Julius Corsini Elem	72.99	10.45	83.44
Palm Springs USD	33671736032452	Vista del Monte Elem	73.10	11.01	84.12
Palm Springs USD	33671736108443	Desert Springs MS	71.23	14.86	86.09
Palm Springs USD	33671736032403	Cathedral City Elem	74.16	11.96	86.12
Palm Springs USD	33671736111025	Bubbling Wells Elem	71.67	15.73	87.40
Palm Springs USD	33671736032387	Agua Caliente Elem	77.13	13.13	90.25
Palm Springs USD	33671733331121	Mt San Jacinto High	70.90	19.75	90.66
Palm Springs USD	33671736115448	Two Bunch Palms Elem	76.37	14.44	90.81

Use of Existing Educational Materials/Curricula Use Data Sheet

<i>Source</i>	<i>Title</i>	<i>Languages</i>
California Power Play!	Community Youth Organization Idea & Resource Kit	English/Spanish
California Power Play!	Healthy FUNdraising Ideas (parent tip sheet)	English
California Power Play!	Help Yours Kids Power Up and Be Active-Tips for Parents (brochure)	English
California Power Play!	School Idea and Resource Kit-4th Grade	English/Spanish
California Power Play!	School Idea and Resource Kit-5th Grade	English/Spanish
California Power Play!	Smart Party Snacks (parent tip sheet)	English
California Power Play!	Snack-Free Party Zone! (parent tip sheet)	English
Centers for Disease Control and Prevention (CDC)	Encourage Kids to Eat More Fruits and Vegetables	English
Centers for Disease Control and Prevention (CDC)	How many fruits and vegetables do you need? (brochure)	English/Spanish
Centers for Disease Control and Prevention (CDC)	How to use Fruits and Vegetables to Manage Your Weight (brochure)	English/Spanish
Centers for Disease Control and Prevention (CDC)	Three Simple Steps to Eating More Fruits and Vegetables (handout)	English/Spanish

<i>Source</i>	<i>Title</i>	<i>Languages</i>
Centers for Disease Control and Prevention (CDC)	True or False. Test Your Fruit and Vegetable IQ.	English/Spanish
Contractor developed	100% Fad Free (lesson plan)	English/Spanish
Contractor developed	Get the facts to make healthy choices (lesson plan)	English/Spanish
Contractor developed	Harvest of the Month calendar	English
Contractor developed	Healthy Choices--helpful hints for home and work (brochure)	English/Spanish
Contractor developed	How many fruits and vegetables do you need? (lesson plan)	English/Spanish
Contractor developed	Keep things Moving with Fiber (lesson plan)	English/Spanish
Contractor developed	Label Reading for Better Eating (lesson plan)	English/Spanish
Contractor developed	Stretch Your Food Dollar (video)	English/Spanish
Harvest of the Month	Educator Newsletters	English
Harvest of the Month	Family Newsletters	English/Spanish
Harvest of the Month	Menu Slicks	English
SNAP-Ed Connection	Choosing Healthy foods using MyPyramid (Healthy Futures lesson plan)	English/Spanish
SNAP-Ed Connection	Cut the fat for better health (Healthy Futures lesson plan)	English/Spanish
SNAP-Ed Connection	Fruits Vegetables and whole grains too (Healthy Futures lesson plan)	English/Spanish

Travel Reimbursement Information
(Mileage Reimbursement Decrease Effective 1/1/10)

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.

Travel Reimbursement Information (Continued)

- 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 **50 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>		

Exhibit H

**Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)**

This Information Privacy and Security Requirements Exhibit (For Non-HIPAA/HITECH Act Contracts) (hereinafter referred to as "this Exhibit") sets forth the information privacy and security requirements Contractor is obligated to follow with respect to all personal and confidential information (as defined herein) disclosed to Contractor, or collected, created, stored, transmitted or used by Contractor for or on **behalf** of the California Department of Public Health (hereinafter "CDPH"), pursuant to Contractor's agreement with CDPH. (Such personal and confidential information is referred to herein collectively as "CDPH PCI".) CDPH and Contractor desire to protect the privacy and provide for the security of CDPH PCI pursuant to this Privacy Exhibit and in compliance with state and federal laws applicable to the CDPH PCI.

- I. Order of Precedence: With respect to information privacy and security requirements for all CDPH PCI, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the agreement between Contractor and CDPH, including Exhibit A (Scope of Work), all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.
- II. Affect on lower tier transactions: The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, regardless of whether they are for the acquisition of services, goods, or commodities. When applicable the Contractor shall incorporate the relevant provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.
- III. Definitions: For purposes of the agreement between Contractor and CDPH, including this Exhibit, the following definitions shall apply:
 - A. Breach: "Breach" means:
 1. the acquisition, access, use, or disclosure of CDPH PCI, in any medium (paper, electronic, oral), in violation of any state or federal law or in a manner not permitted under the agreement between Contractor and CDPH, including this Exhibit, that compromises the privacy, security or integrity of the information. For purposes of this definition, "compromises the privacy, security or integrity of the information" means poses a significant risk of financial, reputational, or other harm to an individual or individuals; or
 2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(d).
 - B. Confidential Information: "Confidential information" means information that:
 1. does not meet the definition of "public records" set forth in California Government Code section 6252(e), or is exempt from disclosure under any of the provisions of Section 6250, et seq. of the California Government Code or any other applicable state or federal laws; or
 2. is contained in documents, files, folders, books or records that are clearly labeled, marked or designated with the word "confidential" by CDPH; or
 3. is "personal information" as defined in this Exhibit.
 - C. Disclosure: "Disclosure" means the release, transfer, provision of, access to, or divulging in any other manner of information.

Exhibit H
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

D. Personal Information: "Personal information" means information, in any medium (paper, electronic, oral) that:

1. by itself directly identifies or uniquely describes an individual; or
2. creates a substantial risk that it could be used in combination with other information to indirectly identify or uniquely describe an individual, or link an individual to the other information; or
3. meets the definition of "personal information" set forth in California Civil Code section 1798.3(a) or
4. is one of the data elements set forth in California Civil Code section 1798.29(e)(1),(2) or (3); or
5. meets the definition of "medical information" set forth in either California Civil Code section 1798.29(f)(2) or California Civil Code section 56.05(g); or
6. meets the definition of "health insurance information" set forth in California Civil Code section 1798.29(f)(3).

E. Security Incident: "Security Incident" means:

1. an attempted breach; or
2. the attempted or successful modification or destruction of CDPH PCI, in violation of any state or federal law or in a manner not permitted under the agreement between Contractor and CDPH, (including this Exhibit); or
3. the attempted or successful modification or destruction of, or interference with, Contractor's system operations in an information technology system, that negatively impacts the confidentiality, availability or integrity of CDPH PCI, or hinders or makes impossible Contractor's receipt, collection, creation, storage, transmission or use of PCI by Contractor for or on **behalf** of CDPH, pursuant to Contractor's agreement with CDPH, including this Exhibit.

F. Use: "Use" means the sharing, employment, application, utilization, examination, or analysis of information.

IV. Disclosure Restrictions: The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure any CDPH PCI. The Contractor shall not disclose, except as otherwise specifically permitted by the agreement between Contractor and CDPH (including this Exhibit), any CDPH PCI 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.

V. Use Restrictions: The Contractor and its employees, agents, or subcontractors shall not use any CDPH PCI for any purpose other than carrying out the Contractor's obligations under its agreement with CDPH.

VI. Safeguards: The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of CDPH PCI, including electronic or computerized CDPH PCI. The Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities in performing its agreement with CDPH, including this Exhibit, and which incorporates the requirements of Section VII, Security, below. Contractor shall provide CDPH with Contractor's current and updated policies.

Exhibit H

Information Privacy and Security Requirements

(For Non-HIPAA/HITECH Act Contracts)

- VII. Security: The Contractor shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing CDPH PCI. These steps shall include, at a minimum:
- A. complying with all of the data system security precautions listed in the Contractor Data Security Standards set forth in Attachment 1 to this Exhibit;
 - B. providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies; and

In case of a conflict between any of the security standards contained in any of these enumerated sources of security standards, the most stringent shall apply. The most stringent means that safeguard which provides the highest level of protection to CDPH PCI from breaches and security incidents.

- VIII. Security Officer: The Contractor shall designate a Security Officer to oversee its compliance with this Exhibit and for communicating with CDPH on matters concerning this Exhibit.
- IX. Training: The Contractor shall provide training on its obligations under this Exhibit, at its own expense, to all of its employees who assist in the performance of Contractor's obligations under Contractor's agreement with CDPH, including this Exhibit, or otherwise use or disclose CDPH PCI.
- A. The Contractor shall require each employee who receives training to sign a certification, indicating the employee's name and the date on which the training was completed.
 - B. The Contractor shall retain each employee's written certifications for CDPH inspection for a period of three years following contract termination.
- X. Employee Discipline: Contractor shall discipline such employees and other Contractor workforce members who intentionally violate any provisions of this Exhibit, including by termination of employment.
- XI. Breach and Security Incident Responsibilities:
- A. Notification to CDPH of Breach or Security Incident: The Contractor shall notify CDPH **immediately by telephone call plus email or fax** upon the discovery of a breach (as defined in this Exhibit), **or within twenty-four (24) hours by email or fax** of the discovery of any security incident (as defined in this Exhibit). Notification shall be provided to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(E), below. If the breach or security incident occurs after business hours or on a weekend or holiday and involves CDPH PCI in electronic or computerized form, notification to CDPH shall be provided by calling the CDPH IIT Service Desk at the telephone numbers listed in Section XI(E), below. For purposes of this Section, breaches and security incidents shall be treated as discovered by Contractor as of the first day on which such breach or security incident is known to the Contractor, or, by exercising reasonable diligence would have been known to the Contractor. A Contractor shall be deemed to have knowledge of a breach or security incident if such breach or security incident is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach or security incident, who is an employee or agent of the Contractor.

Exhibit H

**Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)**

Contractor shall take:

1. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and
 2. any action pertaining to a breach required by applicable federal and state laws, including, specifically, California Civil Code section 1798.29.
- B. Investigation of Breach: The Contractor shall immediately investigate such breach or security incident, and within seventy-two (72) hours of the discovery, shall inform the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer of:
1. what data elements were involved and the extent of the data involved in the breach, including, specifically, the number of individuals whose personal information was breached; and
 2. a description of the unauthorized persons known or reasonably believed to have improperly used the CDPH PCI and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the CDPH PCI, or to whom it is known or reasonably believe have had the CDPH PCI improperly disclosed to them; and
 3. a description of where the CDPH PCI is believed to have been improperly used or disclosed; and
 4. a description of the probable causes of the breach or security incident; and
 5. whether Civil Code sections 1798.29 or any other federal or state laws requiring individual notifications of breaches have been triggered.
- C. Written Report: The Contractor shall provide a written report of the investigation to the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer within five (5) working days of the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence of such breach or security incident.
- D. Notification to Individuals: If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:
1. make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. The CDPH Privacy Officer shall approve the time, manner and content of any such notifications, prior to the transmission of such notifications to the individuals; or
 2. cooperate with and assist CDPH in its notification (including substitute notification) to the individuals affected by the breach.
- E. CDPH Contact Information: To direct communications to the above referenced CDPH staff, the Contractor shall initiate contact as indicated herein. CDPH reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the agreement to which it is incorporated.

Exhibit H

**Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)**

CDPH Program Contract Manager	CDPH Privacy Officer	CDPH Chief Information Security Officer (and CDPH IT Service Desk)
See the Scope of Work exhibit for Program Contract Manager	Privacy Officer Privacy Office, c/o Office of Legal Services California Department of Public Health P.O. Box 997377, MS 0506 Sacramento, CA 95899-7377 Email: privacy@cdph.ca.gov Telephone: (877) 421-9634	Chief Information Security Officer Information Security Office California Department of Public Health P.O. Box 997413, MS 6302 Sacramento, CA 95899-7413 Email: cdphiso@cdph.ca.gov Telephone: IT Service Desk (916) 440-7000 or (800) 579-0874

- XII. Documentation of Disclosures for Requests for Accounting: Contractor shall document and make available to CDPH or (at the direction of CDPH) to an Individual such disclosures of CDPH PCI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of personal information as required by applicable state or federal law.
- XIII. Requests for CDPH PCI by Third Parties: The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH Program Contract Manager all requests for disclosure of any CDPH PCI emanating from third parties to the agreement between Contractor and CDPH (and not emanating from an Individual for an accounting of disclosures of personal information pursuant to applicable state or federal law).
- XIV. Audits, Inspection and Enforcement: From time to time, CDPH may inspect the facilities, systems, books and records of Contractor to monitor compliance with this Exhibit. Contractor shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the CDPH Program Contract Manager in writing. The fact that CDPH inspects, or fails to inspect, or has the right to inspect, Contractor's facilities, systems and procedures does not relieve Contractor of its responsibility to comply with this Exhibit, nor does CDPH's:
- A. Failure to detect or
 - B. Detection, but failure to notify Contractor or require Contractor's remediation of any unsatisfactory practices constitute acceptance of such practice or a waiver of CDPH's enforcement rights under the agreement and this Exhibit.
- XV. Indemnification: Contractor shall indemnify, hold harmless and defend CDPH from and against any and all claims, losses, liabilities, damages, costs and other expenses (including attorneys fees) that result from or arise directly or indirectly out of or in connection with any negligent act or omission or willful misconduct of Contractor, its officers, employees, agents or subcontractors relative to the CDPH PCI, including without limitation, any violation s of Contractor's responsibilities under the agreement between it and CDPH, including this Exhibit, with respect to the CDPH PCI.

Exhibit H

**Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)**

XVI. Termination:

- A. Termination Upon Breach: A breach by Contractor of any provision of the Exhibit, as determined by CDPH, shall constitute a material breach of the agreement between Contractor and CDPH and grounds for immediate termination of the agreement by CDPH. At its sole discretion, CDPH may give Contractor 30 days to cure the breach.
- B. Judicial or Administrative Proceedings: Contractor will notify CDPH if it is named as a defendant in a criminal proceeding related to a violation of this Exhibit. CDPH may terminate the agreement between Contractor and CDPH if Contractor is found guilty of a criminal violation related to a violation of this Exhibit. CDPH may terminate the agreement if a finding or stipulation that the Contractor has violated any security or privacy laws is made in any administrative or civil proceeding in which the Contractor is a party or has been joined.

XVII. Return or Destruction of CDPH PCI on Expiration or Termination: On expiration or termination of the agreement between Contractor and CDPH for any reason, Contractor shall return or destroy the CDPH PCI. If return or destruction is not feasible, Contractor shall explain to CDPH why, in writing, to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(c), above.

- A. Retention Required by Law: If Required by state or federal law, Contractor may retain, after expiration or termination, CDPH PCI for the time specified as necessary to comply with the law.
- B. Obligations Continue Until Return or Destruction: Contractor's obligations under this Exhibit shall continue until Contractor destroys the CDPH PCI or returns the CDPH PCI to CDPH; provided however, that on expiration or termination of the agreement between Contractor and CDPH, Contractor shall not further use or disclose the CDPH PCI except as Required by state or federal law.
- C. Notification of Election to Destroy CDPH PCI: Contractor elects to destroy the CDPH PCI, Contractor shall certify in writing, to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(c), above. that the CDPH PCI has been destroyed.

XVIII. Amendment: The parties acknowledge that Federal and State laws relating to information security and privacy are rapidly evolving and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of CDPH PCI. Upon CDPH' request, Contractor agrees to promptly enter into negotiations with CDPH concerning an amendment to this Exhibit embodying written assurances consistent with new standards and requirements imposed by regulations and other applicable laws. CDPH may terminate this agreement upon thirty (30) days written notice in the event:

- A. Contractor does not promptly enter into negotiations to amend this Exhibit when requested by CDPH pursuant to this Section or
- B. Contractor does not enter into an amendment providing assurances regarding the safeguarding of CDPH PCI that CDPH in its sole discretion deems sufficient to satisfy the standards and requirements of applicable laws and regulations relating to the security or privacy of CDPH PCI.

Exhibit H

**Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)**

- XIX. Assistance in Litigation or Administrative Proceedings: Contractor shall make itself and any subcontractors, employees or agents assisting Contractor in the performance of its obligations under the agreement between Contractor and CDPH, available to CDPH at no cost to CDPH to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CDPH, its director, officers or employees based upon claimed violation of laws relating to security and privacy, which involves inactions or actions by the Contractor, except where Contractor or its subcontractor, employee or agent is a named adverse party.
- XX. Disclaimer: CDPH makes no warranty or representation that compliance by Contractor with this Exhibit will be adequate or satisfactory for Contractor's own purposes or that any information in Contractor's possession or control, or transmitted or received by Contractor, is or will be secure from unauthorized use or disclosure. Contractor is solely responsible for all decisions made by Contractor regarding the safeguarding of CDPH PCI.
- XXI. No Third-Party Beneficiaries: Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than CDPH or Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- XXII. Interpretation: The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with Federal and State regulations.
- XXIII. Survival: The respective rights and obligations of Contractor under Sections VI, VII and XI of this Exhibit shall survive the termination or expiration of the agreement between Contractor and CDPH.

Exhibit H

**Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)**

Attachment 1

Contractor Data Security Standards

1. General Security Controls

- a. **Confidentiality Statement.** All persons that will be working with CDPH PCI must sign a confidentiality statement. The statement must include at a minimum, General Use, Security and Privacy safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to CDPH PCI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for CDPH inspection for a period of three (3) years following contract termination.
- b. **Background check.** Before a member of the Contractor's workforce may access CDPH PCI, Contractor must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk for theft of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.
- c. **Workstation/Laptop encryption.** All workstations and laptops that process and/or store CDPH PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. The encryption solution must be full disk unless approved by the CDPH Information Security Office.
- d. **Server Security.** Servers containing unencrypted CDPH PCI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- e. **Minimum Necessary.** Only the minimum necessary amount of CDPH PCI required to perform necessary business functions may be copied, downloaded, or exported.
- f. **Removable media devices.** All electronic files that contain CDPH PCI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies; CD/DVD, Blackberry, backup tapes etc.). Must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher
- g. **Antivirus software.** All workstations, laptops and other systems that process and/or store CDPH PCI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- h. **Patch Management.** All workstations, laptops and other systems that process and/or store CDPH PCI must have security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.
- i. **User IDs and Password Controls.** All users must be issued a unique user name for accessing CDPH PCI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Must be at least eight characters. Must be a non-dictionary word. Must not be stored in

Exhibit H**Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)**

readable format on the computer. Must be changed every 60 days. Must be changed if revealed or compromised. Must be composed of characters from at least three of the following four groups from the standard keyboard:

- Upper case letters (A-Z)
- Lower case letters (a-z)
- Arabic numerals (0-9)
- Non-alphanumeric characters (punctuation symbols)

- j. **Data Sanitization.** All CDPH PCI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PSCI is no longer needed.

2. System Security Controls

- A. **System Timeout.** The system must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.
- B. **Warning Banners.** All systems containing CDPH PCI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.
- C. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for CDPH PCI, or which alters CDPH PCI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If CDPH PCI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
- D. **Access Controls.** The system must use role based access controls for all user authentications, enforcing the principle of least privilege.
- E. **Transmission encryption.** All data transmissions of CDPH PCI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end to end at the network level, or the data files containing CDPH PCI can be encrypted. This requirement pertains to any type of CDPH PCI in motion such as website access, file transfer, and E-Mail.
- F. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting CDPH PCI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

3. Audit Controls

- A. **System Security Review.** All systems processing and/or storing CDPH PCI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.

Exhibit H

**Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)**

- B. **Log Reviews.** All systems processing and/or storing CDPH PCI must have a routine procedure in place to review system logs for unauthorized access.
- C. **Change Control.** All systems processing and/or storing CDPH PCI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

4. Business Continuity / Disaster Recovery Controls

- a. **Disaster Recovery.** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic CDPH PCI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this agreement for more than 24 hours.
- b. **Data Backup Plan.** Contractor must have established documented procedures to backup CDPH PCI to maintain retrievable exact copies of CDPH PCI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and the amount of time to restore CDPH PCI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of CDPH data.

5. Paper Document Controls

- A. **Supervision of Data.** CDPH PCI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. CDPH PCI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
- B. **Escorting Visitors.** Visitors to areas where CDPH PCI is contained shall be escorted and CDPH PHI shall be kept out of sight while visitors are in the area.
- C. **Confidential Destruction.** CDPH PCI must be disposed of through confidential means, using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PSCI is no longer needed.
- D. **Removal of Data.** CDPH PCI must not be removed from the premises of the Contractor except with express written permission of CDPH.
- E. **Faxing.** Faxes containing CDPH PCI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending.
- F. **Mailing.** CDPH PCI shall only be mailed using secure methods. Large volume mailings of CDPH PHI shall be by a secure, bonded courier with signature required on receipt. Disks and other transportable media sent through the mail must be encrypted with a CDPH approved solution, such as a solution using a vendor product specified on the CSSI.

Exhibit I

CONTRACTOR EQUIPMENT PURCHASED WITH CDPH FUNDS

Current Contract Number: 10-10107 Date Current Contract Expires: 9/30/2011
 Previous Contract Number (if applicable): 09-11221 CDPH Program Name: Network for a Healthy California
 Contractor's Name: Riverside County Community Health Agency, Department of Public Health CDPH Program Contract Manager: Jill Harden
 Contractor's Complete Address: 4065 County Circle Drive, Suite 403 CDPH Program Address: 1616 Capitol Avenue, Suite 74.516 Sacramento, CA 95814
 Contractor's Contact Person: Nancy Allende CDPH Program Contract Manager's Telephone Number: (916) 327-8018
 Contact's Telephone Number: (951) 358-5889 Date of this Report: _____

(THIS IS NOT A BUDGET FORM)

STATE/CDPH PROPERTY TAG (if motor vehicle, list license number.)	QUANTITY	ITEM DESCRIPTION 1. Include manufacturer's name, model number, type, size, and/or capacity. 2. If motor vehicle, list year, make, model number, type of vehicle (van, sedan, pick-up, etc.) 3. If van, include passenger capacity.	UNIT COST PER ITEM (Before Tax)	CDPH PURCHASE ORDER (STD 65) NUMBER	DATE PURCHASED	MAJOR/MINOR EQUIPMENT SERIAL NUMBER (If motor vehicle, list VIN number.)	OPTIONAL PROGRAM USE ONLY
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INSTRUCTIONS FOR CDPH 1203 (Please read carefully.)

The information on this form will be used by the California Department of Public Health (CDPH) Asset Management (AM) to tag contract equipment and/or property (see definitions A, and B) which is purchased with CDPH funds and is used to conduct state business under this contract. After the Standard Agreement has been approved and each time state/CDPH equipment and/or property has been received, the CDPH Program Contract Manager is responsible for obtaining the information from the Contractor and submitting this form to CDPH AM. The CDPH Program Contract Manager is responsible for ensuring the information is complete and accurate. (See *Health Administrative Manual (HAM)*, Section 2-1060 and Section 9-2310.)

Upon receipt of this form from the CDPH Program Contract Manager, AM will fill in the first column with the assigned state/ CDPH property tag, if applicable, for each item (See definitions A and B). AM will return the original form to the CDPH Program Contract Manager, along with the appropriate property tags. The CDPH Program Contract Manager will then forward the property tags and the original form to the Contractor and retain one copy until the termination of this contract. The Contractor should place property tags in plain sight and, to the extent possible, on the item's front left-hand corner. The manufacturer's brand name and model number are not to be covered by the property tags.

1. If the item was shipped via the CDPH warehouse and was issued a state/CDPH property tag by warehouse staff, fill in the assigned property tag. If the item was shipped directly to the Contractor, leave the first column blank.
2. Provide the quantity, description, purchase date, base unit cost, and serial number (if applicable) for each item of:
 - A. **Major Equipment:**
 - Tangible item having a base unit cost of \$5,000 or more and a life expectancy of one (1) year or more.
 - Intangible item having a base unit cost of \$5,000 or more and a life expectancy of one (1) year or more (e.g., software, video).

These items are issued green numbered state/ CDPH property tags.
 - B. **Minor Equipment/Property:** Specific tangible items with a life expectancy of one (1) year or more that have a base unit cost less than \$5,000. **These items are issued green unnumbered "BLANK" state/ CDPH property tags** with the exception of the following, which are issued numbered tags: Personal Digital Assistant (PDA), PDA/cell phone combination (Blackberries), laptops, desktop personal computers, LAN servers, routers, and switches. NOTE: It is CDPH policy not to tag modular furniture. (See your Federal rules, if applicable.)
3. Provide the CDPH Purchase Order (STD 65) number if the items were purchased by CDPH. (See HAM, Section 2-1050.1.)
4. If a vehicle is being reported, provide the Vehicle Identification Number (VIN) and the vehicle license number to CDPH Vehicle Services. (See HAM, Section 2-10050.)
5. If all items being reported do not fit on one form, make copies and write the number of pages being sent in the upper right-hand corner (e.g., "Page 1 of 3.") The CDPH Program Contract Manager should retain one copy and send the original to: California Department of Public Health, Asset Management, MS 1801, P.O. Box 997377, 1501 Capitol Avenue, Sacramento, CA 95899-7377.
6. Property tags that have been lost or destroyed must be replaced. Replacement property tags can be obtained by contacting AM at (916) 650-0124.
7. Use the version on the CDPH Intranet forms site. The CDPH 1203 consists of one page for completion and one page with information and instructions.

Exhibit J

INVENTORY/DISPOSITION OF CDPH-FUNDED EQUIPMENT

Current Contract Number: 10-10107
Previous Contract Number (if applicable): 09-11221
Contractor's Name: Riverside County Community Health Agency, Department of Public Health
Contractor's Complete Address: 4065 County Circle Drive, Suite 403, Riverside, CA 92503
Contractor's Contact Person: Nancy Allende
Contractor's Telephone Number: (951) 358-5889

Date Current Contract Expires: 9/30/2011
CDPH Program Name: Network for a Healthy California
CDPH Program Contract Manager: Jill Harden
CDPH Program Address: 1616 Capitol Avenue, Suite 74.516 Sacramento, CA 95814
CDPH Program Contract Manager's Telephone Number: (916) 327-8018
Date of this Report:

(THIS IS NOT A BUDGET FORM)

Table with 7 columns: STATE/CDPH PROPERTY TAG, QUANTITY, ITEM DESCRIPTION, UNIT COST PER ITEM (Before Tax), CDPH ASSET MGMT. USE ONLY (DISPOSAL) Number, ORIGINAL PURCHASE DATE, MAJOR/MINOR EQUIPMENT SERIAL NUMBER, OPTIONAL PROGRAM USE ONLY.

INSTRUCTIONS FOR CDPH 1204 (Please read carefully.)

The information on this form will be used by the California Department of Public Health (CDPH) Asset Management (AM) to; (a) conduct an inventory of CDPH equipment and/or property (see definitions A, and B) in the possession of the Contractor and/or Subcontractors, and (b) dispose of these same items. Report all items, regardless of the items' ages, per number 1 below, purchased with CDPH funds and used to conduct state business under this contract. (See *Health Administrative Manual (HAM)*, Section 2-1060 and Section 9-2310.)

The CDPH Program Contract Manager is responsible for obtaining information from the Contractor for this form. The CDPH Program Contract Manager is responsible for the accuracy and completeness of the information and for submitting it to AM.

Inventory: List all CDPH tagged equipment and/or property on this form and submit it within 30 days prior to the three-year anniversary of the contract's effective date, if applicable. **The inventory should be based on previously submitted CDPH 1203s**, "Contractor Equipment Purchased with CDPH Funds." AM will contact the CDPH Program Contract Manager if there are any discrepancies. (See HAM, Section 2-1040.1.)

Disposal: (*Definition: Trade in, sell, junk, salvage, donate, or transfer; also, items lost, stolen, or destroyed (as by fire).*) The CDPH 1204 should be completed, along with a "Property Survey Report" (STD. 152) or a "Property Transfer Report" (STD. 158), whenever items need to be disposed of; (a) during the term of this contract and (b) 30 calendar days before the termination of this contract. After receipt of this form, the AM will contact the CDPH Program Contract Manager to arrange for the appropriate disposal/transfer of the items. (See HAM, Section 2-1050.4.)

1. List the state/ CDPH property tag, quantity, description, purchase date, base unit cost, and serial number (if applicable) for each item of;
 - A. Major Equipment: **(These items were issued green numbered state/ CDPH property tags.)**
 - Tangible item having a base unit cost of \$5,000 or more and a life expectancy of one (1) year or more.
 - Intangible item having a base unit cost of \$5,000 or more and a life expectancy of one (1) year or more (e.g., software, video.)
 - B. Minor Equipment/Property:
Specific tangible items with a life expectancy of one (1) year or more that have a base unit cost less than \$5,000. The minor equipment and/or property items were issued green unnumbered "BLANK" state/ CDPH property tags with the exception of the following, which are issued numbered tags: Personal Digital Assistant (PDA), PDA/cell phone combination (Blackberries), laptops, desktop personal computers, LAN servers, routers and switches.
2. If a vehicle is being reported, provide the Vehicle Identification Number (VIN) and the vehicle license number to CDPH Vehicle Services. (See HAM, Section 2-10050.)
3. If all items being reported do not fit on one page, make copies and write the number of pages being sent in the upper right-hand corner (e.g. "Page 1 of 3.")
4. The CDPH Program Contract Manager should retain one copy and send the original to: California Department of Public Health, Asset Management, MS1801, P.O. Box 997377, 1501 Capitol Avenue, Sacramento, CA 95899-7377.
5. Use the version on the CDPH Intranet forms site. The CDPH 1204 consists of one page for completion and one page with information and instructions.

For more information on completing this form, call AM at (916) 650-0124.

**FINAL STATE SHARE BUDGET
(10/01/2010 through 09/30/2011)**

Personnel	\$ 431,858
Fringe Benefits @24-58 % of Personnel Salaries	\$ 192,178
Operating Expenses	\$ 18,847
Equipment	\$ -
Travel	\$ 5,117
Subcontracts	\$1,118,547
Other Costs	\$ -
Indirect Costs @ 23% of Total Direct Costs	\$ 99,327
Total	\$ <u>1,865,874</u>

FORM APPROVED COUNTY COUNSEL
 BY: NEAL R. KIPNIS DATE: 3/15/11

The Contractor may propose changes to this State Share Budget. All changes are subject to prior written approval by the State. Said changes shall not require a formal contract amendment.

This State Share Budget has been incorporated in the contract and made a part thereof by reference in Exhibit E, Additional Provisions, paragraph 1.A. As such, I hereby certify it as final and approved.

Bob Buster
 Signature and Title of Person with Contract Signature Authority
BOB BUSTER
CHAIRMAN, BOARD OF SUPERVISORS

3/15/11
Date

ATTEST:

Karen Buster Deputy
 Keckia Ithem-Harper
 Clerk of the Board

3/15/11
Date

THIS AGREEMENT is entered

Between

**County of Riverside
Community Health Agency
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 Community Health Agency, Department of Public Health, and Nutrition Services Branch, herein after referred to as "COUNTY" and "Palm Springs Unified School District – Nutrition Services", hereinafter called PSUSD and/or SUB-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 Food Stamp Nutrition Education Program (SNAP-Ed) eligible populations in Riverside County, as part of the *Network for a Healthy California* Local Incentive Award (LIA), from the California Department of Public Health, Contract #10-10107.

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 Local Incentive Award (LIA) in the *Network* Food Stamp Nutrition Education Program (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 SUB-CONTRACTOR with the COUNTY beginning October 1, 2010 providing nutrition education through the *Network*.

III. PSUSD SERVICE RESPONSIBILITIES UNDER THIS AGREEMENT

1. The SUB-CONTRACTOR shall participate in the implementation of the *Network for a Healthy California* Local Incentive Award (LIA) and conduct nutrition education and activities as outlined and specified in Exhibit A - the LIA Scope of Work (SOW).

IV. PSUSD GENERAL RESPONSIBILITIES UNDER THIS AGREEMENT

1. In the performance of this Contract, SUB-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 SUB-CONTRACTOR either in whole or in part.
3. If during the course of the administration of this Contract, the COUNTY determines that the SUB-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. SUB-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 SUB-CONTRACTOR. SUB-CONTRACTOR shall be fully responsible for the performance of any subcontractor.
5. SUB-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. SUB-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. SUB-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 SUB-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. SUB-CONTRACTOR shall designate an individual to serve as the primary point of contact for the Contract. SUB-CONTRACTOR shall notify the COUNTY when the primary contact will be unavailable/out of the office for one (1) or more working days. SUB-CONTRACTOR or designee must respond to COUNTY inquiries within two (2) County business days.
9. SUB-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. SUB-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 SUB-CONTRACTOR shall not use or disclose any identifying information for any other purpose other than carrying out the SUB-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 Unified School District PSUSD Scope of Services.
2. Oversee all activities covered by the LIA contract.
3. Prepare and submit all required reports or data required by the LIA program.
4. Participate in all collaborative meetings related to the LIA contract.
5. Provide PSUSD with technical support related to documentation of State Share and Federal Share.
6. The COUNTY will compensate the SUB-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 SUB-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 SUB-CONTRACTOR at least once every six months, or as deemed necessary by the COUNTY.

VI. FISCAL PROVISIONS

1. No portion of the proposed State Share funds is being counted more than once, or for another State agency, Local Incentive Awardee (LIA) or for a University of California Cooperative Extension Food Stamp Nutrition Education Program (SNAP-Ed) activity during the term of the contract.
2. 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 SUB-CONTRACTOR, as provided herein, shall be in full payment of all SUB-CONTRACTOR'S services and salaries and fringe benefits incurred in the performance hereof.
 - a. \$ 217,820 for budget period of 10/01/2010 through 09/30/2011.
3. SUB-CONTRACTOR shall provide a list of State Share and Federal Share staff with salary rates and fringe benefit rates for each personnel.
4. Submit a State Share and Federal Share Weekly Time Log (Exhibit B) quarterly to the COUNTY for all State Share and Federal activities that comply with *Network* guidelines for providing nutrition education and physical activity promotion. Time Logs will be completed on-line at www.riversidetimelog.com and 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 2010 – Dec 2010	Jan 31, 2011
II	Jan 2011 – Mar 2011	Apr 15, 2011
III	Apr 2011 – Jun 2011	Jul 15, 2011
IV	Jul 2011 – Sep 2011	Oct 15, 2011

Time Log staff is as follows:

October 1, 2010- September 30, 2011

PSUSD Position	State Share Match %	Federal Share Match %
Food Services Director (1)	15%	
Food Service Accountant (1)	10%	
Accounting Technician (1)	15%	
Teachers and Counselors (845)	0.75%	
Nurses (8)	2.1%	
Project Coordinator (1)		100%
TFC Stipend (24)		2.19%
RD (1)		37.5%

5. SUB-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 SUB-CONTRACTOR shall be contingent upon the submission by the SUB-CONTRACTOR and approval by the COUNTY, of an invoice and required reports in the form of Exhibit D and thereby incorporated in this Contract.
6. 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.

SUB-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 SUB-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. SUB-CONTRACTOR shall no use current year funds to pay prior or future year obligations.
- f. 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. SUB-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. SUB-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.
- g. COUNTY is not responsible for payment of any taxes.
- h. SUB-CONTRACTOR may submit a written budget line item shift request of up to fifteen percent (15%) of the annual Contract total, not to exceed a maximum of one hundred thousand (\$100,000) annually are allowed, so long as the annual Contract total neither increases nor decreases.

 The \$100,000 maximum limit shall be assessed annually and automatically adjusted by the State in accordance with cost-of-living indexes. Said adjustments shall not require a formal Contract amendment. The COUNTY shall annually inform the SUB-CONTRACTOR in writing of the adjusted maximum.
- i. SUB-CONTRACTOR shall accept payments from the COUNTY via electronic funds transfer (EFT) directly deposited into the SUB-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.

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

- j. 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).

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

1. The California Department of Public Health administers funding for LIA 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. STATE AND 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 \$ 556,624 for State Share and \$217,820 for Federal Share each year.

State Share funds are from a non-federal source.

As requested by the COUNTY and/or Network, SUB-CONTRACTOR shall provide documentation of qualifying nutrition education service as approved in the Scope of Work. SUB-CONTRACTOR is eligible to receive 50% of the cost of documented State Share approved activities, up to their approved 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. State Share does not have any reimbursement of funds between the two parties.
2. Whereas Federal Share, the COUNTY has been awarded funds by the California Department of Public Health (CDPH) for the *Network for a Healthy California* Local Incentive Award (LIA).
3. None of the funding identified in this AGREEMENT is being used to match other federal funds.
4. No portion of the proposed State Share funds is being counted more than once, or for another LIA contract, or for a University of California Cooperative Extension Food Stamp Nutrition Education Program (SNAP-ED) activity, during the term of the contract.
5. The collaborating/partnering organization will provide State Share and Federal Share Budget documentation as requested by the COUNTY and/or *Network*.
6. None of the activities funded through State SNAP-ED budget shares supplant existing nutrition education efforts or funding.
7. 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

COUNTY and PSUSD must maintain all records supporting the AGREEMENT and related activities for three years after the end of the contract term. Additionally, PSUSD agrees to make all records relating to the contract available upon request by COUNTY, the Network, and/or USDA.

XI. RIGHT TO MONITOR AND AUDIT

1. COUNTY shall have the absolute right to monitor the performance of SUB-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 SUB-CONTRACTOR in the delivery of services provided under this Contract. Full cooperation shall be given by SUB-CONTRACTOR in any auditing or monitoring conducted.

3. SUB-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 SUB-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, SUB-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 SUB-CONTRACTOR.
6. Upon COUNTY request, SUB-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 SUB-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 SUB-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 SUB-CONTRACTOR for and during the period in which SUB-CONTRACTOR is in breach, which reimbursement shall not be entitled to later recover; and/or

- c. Withhold funds pending duration of the breach; and/or
- d. Offset against any monies billed by SUB-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 SUB-CONTRACTOR should SUB-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 SUB-CONTRACTOR under this Contract and the balance, if any, shall be paid by the SUB-CONTRACTOR upon demand.

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, 2010 to September 30, 2011 and may be renewed through the annual amendment process. COUNTY and PSUSD - Nutrition Services indicate execution of this AGREEMENT by their signatures.

COUNTY
Riverside County

SUB-CONTRACTOR
PSUSD, Superintendent of Schools

Bob Buster

James Novak

Bob Buster
Chairman, Board of Supervisors

James Novak
Assistant Superintendent
Business Services

MAR 15 2011

4/25/11

Date

Date

ATTEST:

Kecyia Ithem-Harper, deputy

Kecyia Ithem-Harper
Clerk of the Board

FORM APPROVED COUNTY COUNSEL
BY: *Neal R. Kipnis* DATE: *4/24/11*

MAR 15 2011

Date

Subcontractor: Palm Springs Unified School District

GOAL 1: SNAP-Ed eligible families (≤185% Federal Poverty Level) will consume the recommended daily amounts of colorful fruits and vegetables and participate in daily physical activity.

OBJECTIVE 14 (Process): The subcontractor, Palm Springs Unified School District (PSUSD) will complete and submit all required reports and forms on or before each deadline and participate in Network sponsored community events and trainings.

Social Ecological Model: Individual Interpersonal: Social Groups Institutional/Organizational Community

Target Audience: Race/Ethnicities: LATINO, WHITE, and AFRICAN AMERICAN Ages: 18 + years of age

Activities	Responsible Party	Evaluation	Timeframe
1) Complete required Network Documents and reports and submit to contractor by the requested deadline. Documents will include: Activity Tracking Form, Semi-Annual Activity Reports (SAAR), Semi-Annual Progress Report and Narratives, End of the Year Progress Reports along with supporting documentation and attachments, quarterly fiscal reports and other required Network forms as necessary.	PC for school district	Documents completed and submitted to Riverside County	10/2010 – 9/2011
2) PSUSD subcontracting district responsibilities include: prepare and revise annual budget and SOW as needed, implement and monitor the progress of approved SOW activities, monitor expenses to ensure they are accurate, reasonable and allowable per SNAP-Ed guidelines, and collect state and federal share weekly time logs on a quarterly basis.	PC, RS for school district	Documents completed and submitted to Riverside County	10/2010 – 9/2011
3) Participate in ongoing community activities supporting statewide initiatives and provide nutrition education / physical activity promotion resources to local programs, including collaboration with existing University of California-Cooperative Extension SNAP Nutrition Education agencies and organizations conducting SNAP outreach when appropriate.	PC, RS for school district	ATF	10/2010 – 9/2011
4) Attend Regional Network related meetings (e.g., Fruit and Vegetable campaign meetings, collaborative meetings, etc.) to provide input into planning Network regional activities including the educational initiative efforts.	PC, RS for school district	ATF	10/2010 – 9/2011

Legend: AA= Administrative Assistant; AD = Administrator; CalWORKs = California Work Opportunity and Responsibility to Kids; COW = Community Outreach Worker; CX³ = Communities of Excellence in Nutrition, Physical Activity, and Obesity Prevention; DPSS = Department of Public Social Services; ELAC=English Learner Advisory Committee; GAIN = Greater Avenue for Independence; HE = Health Educator; HOTM = Harvest of the Month; LT=Lead Teachers; Network = Network for a Healthy California; NEAA=Nutrition Educational Activity Aid; PA = Program Assistant; PC = Program Coordinator; PS = Project Supervisors; RS = Research Specialist; SNAP = Supplemental Nutrition Assistance Program; SNAP-Ed = Supplemental Nutrition Assistance Program Education; T=Teacher; TANF = Temporary Assistance for Needy Families; WIC = Women, Infants and Children program.

EXHIBIT A
Scope of Work
 Local Incentive Award (LIA)

Riverside County Community Health Agency
 Department of Public Health

Subcontractor: Palm Springs Unified School District

GOAL 1: SNAP-Ed eligible families (≤185% Federal Poverty Level) will consume the recommended daily amounts of colorful fruits and vegetables and participate in daily physical activity.

Objective 15: By September 30, 2011 establish and maintain a Harvest of the Month program that exposes over 15,000 unduplicated students to 9 featured produce and nutrition education lessons.

Social Ecological Model: Individual Interpersonal Social Groups Institutional/Organizational Community

Target Audience: Race/Ethnicities: LATINO, WHITE, and AFRICAN AMERICAN Ages: K-12, focus on K-8

Activities	Responsible Party	Evaluation	Timeframe
1) Harvest of the Month featured produce item will be promoted through the State developed HOTM newsletters for teachers. It will be distributed 9 times per year and reach at least 50 teachers month.	RS	Printing invoices (on file)	10/2010 - 9/2011 Monthly-Oct-Sept
2) Distribute HOTM produce boxes with recipes for produce sampling to at least 50 teachers per month. (reaching a minimum of 1000 students each month at 10 schools during the year)	RS, PA	Activity forms or invoices (on file)	10/2010 - 9/2011 Monthly-Oct-Sept
3) Collaborate with Child Nutrition Services to feature HOTM produce on the school menu at least 6 times per year. (13,000 elementary menus distributed each month)	PC, RS	Menus (on file)	10/2010 - 9/2011 6 mo per year
4) Post State Developed HOTM Newsletters for teachers and families on the District website.	Web consultant	Web site address	10/2010 - 9/2011
5) Sponsor a District-Wide HOTM art contest for K-8 students. Students must incorporate a HOTM produce item into their artwork. Winners will be used for HOTM calendar. (16,400 students exposed)	RS	Samples of entries (on file)	10/2010 - 9/2011 May
6) Develop HOTM calendar featuring pictures from the 12 art contest winners, Network approved recipes, and nutrition facts for students, families and district staff.	RS	Completed product (on file)	10/2010 - 9/2011 July
7) Distribute HOTM parent newsletters in English and Spanish in tandem with the school lunch menus to all families in the district on a quarterly basis. (13,000 newsletters each quarter)	RS	Invoices (on file)	10/2010 - 9/2011 Quarterly
8) Conduct nutrition education to parent groups in the district through the use of the HOTM produce box or the HOTM recipe demonstration 2-4 times per year to provide consistent messages at school and home (15 parents per session)	RS	Activity forms/agendas, sign in sheets (on file)	10/2010 - 9/2011
9) Provide the HOTM workbooks to at least 100 classrooms in the District (this will impact approximately 3000 students each month)	PC, RS	Invoices (on file)	10/2010 - 9/2011

Legend: AA= Administrative Assistant; AD = Administrator; CalWORKs = California Work Opportunity and Responsibility to Kids; COW = Community Outreach Worker; CX³ = Communities of Excellence in Nutrition, Physical Activity, and Obesity Prevention; DPSS = Department of Public Social Services; ELAC=English Learner Advisory Committee; GAIN = Greater Avenue for Independence; HE = Health Educator; HOTM = Harvest of the Month; LT=Lead Teachers; Network = Network for a Healthy California; NEAA=Nutrition Educational Activity Aid; PA = Program Assistant ; PC = Program Coordinator; PS = Project Supervisors; RS = Research Specialist; SNAP = Supplemental Nutrition Assistance Program; SNAP-Ed = Supplemental Nutrition Assistance Program Education; #=Teacher; TANF = Temporary Assistance for Needy Families; WIC = Women, Infants and Children program

EXHIBIT A
Scope of Work
 Local Incentive Award (LIA)

Riverside County Community Health Agency
 Department of Public Health

Subcontractor: Palm Springs Unified School District

Activities	Responsible Party	Evaluation	Timeframe
10) The Food Service Director will receive monthly information regarding the HOTM program as well as resources to incorporate HOTM produce in programs.	PC, RS	Examples of information provided (on file)	10/2010 - 9/2011 Monthly
11) Food Service Managers (kitchen managers) will receive monthly information regarding the HOTM program.	PC, RS	Examples of information provided (on file)	10/2010 - 9/2011 Monthly
12) Utilize Palm Springs Unified "Phone Notification System" to alert parents of the featured HOTM produce at no cost to Network for a Healthy California. Script will be approved by PM. (15,000 families)	RS, PA	Script or phone report (on file)	10/2010 - 9/2011 Quarterly
13) Provide nutrition education, healthy food preparation and produce samplings based on the benefits of consuming the featured HOTM produce item through "Guest Chef" presentations to at least 50 classrooms per year. Guest Chef will identify HOTM workbook activity to teachers as a follow-up activity to reinforce the nutrition lesson message. (1500 students)	Guest Chef	Guest Chef Activity Forms or Evaluation forms (on file)	10/2010 - 9/2011 Oct-June

Legend: AA= Administrative Assistant; AD = Administrator; CalWORKs = California Work Opportunity and Responsibility to Kids; COW = Community Outreach Worker; CX³ = Communities of Excellence in Nutrition, Physical Activity, and Obesity Prevention; DPSS = Department of Public Social Services; ELAC=English Learner Advisory Committee; GAIN = Greater Avenue for Independence; HE = Health Educator; HOTM = Harvest of the Month; LT=Lead Teachers; Network = Network for a Healthy California; NEAA=Nutrition Educational Activity Aid; PA = Program Assistant ; PC = Program Coordinator; PS = Project Supervisors; RS = Research Specialist; SNAP = Supplemental Nutrition Assistance Program; SNAP-Ed = Supplemental Nutrition Assistance Program Education; T=Teacher; TANF = Temporary Assistance for Needy Families; WIC = Women, Infants and Children program

Subcontractor: Palm Springs Unified School District

GOAL 1: SNAP-Ed eligible families (≤185% Federal Poverty Level) will consume the recommended daily amounts of colorful fruits and vegetables and participate in daily physical activity.

Objective 16: By September 30, 2011, conduct 6 staff development opportunities for teachers, nutrition services staff, and health services personnel to provide resources as well as ideas in which to incorporate nutrition education and physical activity into core subject areas teaching at least 200 unduplicated staff in Palm Springs Unified School District.

Social Ecological Model: Individual Interpersonal Social Groups Institutional/Organizational Community

Target Audience: Race/Ethnicities: LATINO, WHITE, and AFRICAN AMERICAN Ages: 18 + years of age

Activities	Responsible Party	Evaluation	Timeframe
1) Recruit/maintain Lead Teachers at each school site to act as a liaison between Network Staff and schools. (24 schools total)	PC, RS	List of teachers (on file)	10/2010 - 9/2011 Fall
2) Conduct a yearly needs assessment to determine if the teachers need basic nutrition information orientation or more advanced implementation strategies.	PC	Summary of outcome (on file)	10/2010 - 9/2011 Fall
3) Host 4 meetings for Lead Teachers during school year to conduct planning, receive informal feedback and provide technical assistance.	PC, RS	Sign-in sheets and agendas (on file)	10/2010 - 9/2011 Quarterly
4) Offer 4 skills based nutrition education and physical activity Teacher Trainings per school year with at least 15 teachers attending each session. Trainings will provide research-based nutrition education and physical activity resources to participating teachers. In-services will include trainings on Dairy Council curriculum, incorporating nutrition into other subject areas and cooking in the classroom. These trainings will be held at school sites as opposed to a centralized district location.	PC, RS	Sign-in sheets and agendas (on file)	10/2010 - 9/2011 Quarterly
5) Provide training to 50 teachers at eligible school sites on how to implement HOTM and nutrition education lessons into their classroom. These trainings may take place during school staff meetings, grade level meetings, "lunch and learn" opportunities, or other convenient meeting times to be scheduled with the site administrator.	PC, RS	Sign-in sheets and agendas (on file)	10/2010 - 9/2011 Fall

EXHIBIT A
Scope of Work
 Local Incentive Award (LIA)

Riverside County Community Health Agency
 Department of Public Health

Subcontractor: Palm Springs Unified School District

Activities	Responsible Party	Evaluation	Timeframe
6) Collaborate with Child Nutrition Services to provide trainings and resources to cafeteria staff (110 employees), such as HOTM posters, and nutrition education links to use the cafeteria as a learning lab. Offer trainings at least 2 times per year. Topics covered will include but not limited to HOTM produce box cafeteria connections, promoting fruit and vegetable consumption in lunch line, promoting healthy eating through colorful environment, etc.	PC, RS	Agenda and sign-in sheets (on file)	10/2010 - 9/2011 Fall & Spring
7) Offer one-day SPARK training for 40 K-5 grade teachers in order to provide skills needed to conduct nutrition education and physical activity lessons for students. Can only provide 1 per contract year.	RS	Sign-in sheets (on file)	10/2010 - 9/2011 Fall

Legend: AA= Administrative Assistant; AD = Administrator; CalWORKs = California Work Opportunity and Responsibility to Kids; COW = Community Outreach Worker; CX³ = Communities of Excellence in Nutrition, Physical Activity, and Obesity Prevention; DPSS = Department of Public Social Services; ELAC=English Learner Advisory Committee; GAIN = Greater Avenue for Independence; HE = Health Educator; HOTM = Harvest of the Month; LT=Lead Teachers; Network = Network for a Healthy California; NEAA=Nutrition Educational Activity Aid; PA = Program Assistant ; PC = Program Coordinator; PS = Project Supervisors; RS = Research Specialist; SNAP = Supplemental Nutrition Assistance Program; SNAP-Ed = Supplemental Nutrition Assistance Program=Education; T=Teacher; TANF = Temporary Assistance for Needy Families; WIC = Women, Infants and Children program

Subcontractor: Palm Springs Unified School District

GOAL 1: SNAP-Ed eligible families (≤185% Federal Poverty Level) will consume the recommended daily amounts of colorful fruits and vegetables and participate in daily physical activity.

Objective 17: By September 30 2011, support, participate and promote at least 5 events featuring nutrition education and physical activity component for students and parents reaching at least 1500 unduplicated participants.

Social Ecological Model: Individual Interpersonal: Social Groups Institutional/Organizational Community

Target Audience: Race/Ethnicities: LATINO, WHITE, and AFRICAN AMERICAN Ages: ALL

Activities	Responsible Party	Evaluation	Timeframe
1) Support at least 2 Walk to School Events by providing nutrition education through a nutrition education assembly presentation as well as fruit and vegetable samplings for participating students.	RS, PA	Flyers and photos (on file)	10/2010 - 9/2011 Fall
2) Promote school district/city sponsored physical activity events (i.e. Track Meets, Bike Rally, etc) by providing nutrition education pamphlets and brochures as well as fruit and vegetable sampling for at least 250 students.	RS	Flyers and photos (on file)	10/2010 - 9/2011
3) Support School Site physical activity fundraisers such as Jog-A-thons, Walk-A-thons and Jump for your Heart by providing nutrition education through brochures/pamphlets as well as through a nutrition assembly presentation and fruit and vegetable samplings for at least 800 students and parents.	RS	Flyers and photos (on file)	10/2010 - 9/2011
4) Attend five (5) PTA or Principal Meetings at various school sites to promote Network resources and events per contract year.	PC, RS	Meeting summaries or confirmation Activity Tracking form (on file)	10/2010 - 9/2011
5) Hold 2-4 student nutrition education assemblies (450-1000 students) with a physical activity component at selected schools to promote the link between healthy eating and physical activity for optimal health.	PC, RS	Pictures from the assemblies and # participants (on file)	10/2010 - 9/2011

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EXHIBIT A
Scope of Work
 Local Incentive Award (LIA)

Riverside County Community Health Agency
 Department of Public Health

Subcontractor: Palm Springs Unified School District

GOAL 1: SNAP-Ed eligible families (≤185% Federal Poverty Level) will consume the recommended daily amounts of colorful fruits and vegetables and participate in daily physical activity.

Objective 18: By September 30, 2011 implement at least 4 activities that will support the long-term promotion of fruits, vegetables and physical activity at Palm Springs Unified School District reaching at least 2,000 unduplicated participants.

Social Ecological Model: Individual Interpersonal: Social Groups Institutional/Organizational Community

Target Audience: Race/Ethnicities: LATINO, WHITE, and AFRICAN AMERICAN Ages: ALL

Activities	Responsible Party	Evaluation	Timeframe
1) Expand the Nutrition Center at each school site by purchasing and distributing 5 fruit and vegetable centered literature and reference books. Books will be selected from the approved resource list from the Network.	RS	List of Books (on file)	10/2010 - 9/2011
2) A nutrition education bulletin board/resource center will be displayed at 15 school sites. These boards will be updated and maintained by each school's Lead Nutrition teacher as needed during the contract year. The board will contain resources for teachers to assist them in providing additional nutrition education and will include HOTM and special event information.	RS	Pictures of bulletin boards (on file)	10/2010 - 9/2011
3) Initiate a "farm to school" program through partnerships with local farmers to, at least once during contract year: (1) supply produce for the HOTM program, and/or (2) bring an educational "Farmer's Market" on 2 campuses to discuss topics including nutrition and healthy eating, the benefits of locally-grown produce and nutrition education related to gardening.	PC, RS	Pictures and or Flyers (on file)	10/2010 - 9/2011
4) Collaborate with one (1) or two (2) target school sites to provide one (1) or two (2) Family Nutrition Nights per contract year that will incorporate skills based nutrition education and physical activity promotion.	PC, RS, PA	Outline of event, Activity Tracking form (on file)	10/2010 - 9/2011
5) NAC (Nutrition Advisory Council) groups will be formed in at least 1 school during contract year. Research-based nutrition resources and skills-based activities, lesson plans and training will be provided as needed to school leaders. Taste testing will be provided to students by school staff, which may be in the form of HOTM produce or other healthy food items. Nutrition lessons will last at least twenty (20) minutes for a minimum of 4 meetings per year.	PC, RS, LT	List of NAC teachers and/or staff, pictures of activities (on file)	10/2020 - 9/2011
6) Expand nutrition education and physical activity promotion resources at each school site by working with lead teachers to identify nutrition education materials needed and providing them to each school site. Examples include, but are not limited to, books, posters, brochures, fact sheets, bulletin board displays, nutrition promoting games, NERI's, MyPyramid materials, etc. All materials will be USDA allowable.	PC, RS, PA, LT	Copies of lead teacher requests (on file)	10/2010 - 9/2011

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EXHIBIT A
Scope of Work
Local Incentive Award(LIA)

Riverside County Community Health Agency
Department of Public Health

Subcontractor: Palm Springs Unified School District

Activities	Responsible Party	Evaluation	Timeframe
<p>7) Utilize Network cooking equipment & small appliances for classroom nutrition education:</p> <ul style="list-style-type: none"> a. Inventory cooking equipment to identify need for replenishing and improving cooking equipment. b. Purchase new cooking equipment as needed c. Provide nutrition-related standards-based lesson plans provided by Dairy Council, Power Play or HOTM Newsletter that promote the use of the cooking equipment in the classroom as well as the "Nutrition Center" story books. 	<p>RS, PA, LT, Guest Chef</p>	<p>On File: a. Inventory List b. List of purchased items c. Sample of lesson plans</p>	<p>10/2010 - 9/2011 Throughout school year</p>
<p>8) Conduct "Caught Eating Good" Campaign:</p> <ul style="list-style-type: none"> a. Recruit 2-3 schools per year to participate in the month long cafeteria-based campaign b. Provide nutrition-related assembly to schools as a Campaign Kick-off event c. Promote fruit and vegetable consumption among students. Each student consuming a fruit or vegetable receives a "Caught Eating Good" ticket that is collected by teachers d. Draw tickets (1 per classroom) for nutrition education reinforcement items (NERI's) each Friday of the Campaign e. Provide a healthy party to the top two classrooms with the most tickets (K-5) at the end of the campaign. Healthy party includes fruit and vegetable trivia, sampling and nutrition games that incorporate physical activity. 	<p>RS, PA</p>	<p>On File: a. Campaign flyer b. Invoice on file; pictures c. List of NERI on file d. photos</p>	<p>10/2010 - 9/2011 Winter/Spring</p>
<p>9) Conduct one (1) professional development workshop per contract year for teachers with a focus on garden-based nutrition education and physical activity in the classroom.</p>	<p>PC, RS, PA</p>	<p>Copy of handout and agenda (on file)</p>	<p>10/2010 - 9/2011</p>

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Subcontractor: Palm Springs Unified School District

GOAL 1: SNAP-Ed eligible families (≤185% Federal Poverty Level) will consume the recommended daily amounts of colorful fruits and vegetables and participate in daily physical activity.

Objective 19: By September 30 of each contract year, students, parents and the community will be exposed to nutrition education messages via print media and signage.

Social Ecological Model: Individual Interpersonal: Social Groups Institutional/Organizational Community

Target Audience: Race/Ethnicities: LATINO, WHITE, and AFRICAN AMERICAN Ages: ALL

Activities	Responsible Party	Evaluation	Timeframe
1) Provide nutrition education flyers and materials at 10 school wide events incorporating existing Network templates and approved educational materials. Events may include Back to School Nights, Open Houses, PTA Meetings, National School Breakfast Week, National Nutrition Month, classroom parties/holidays, Parent Education Classes and Community Sponsored events. Students and parents will be informed about the importance of eating a nutritious breakfast, staying physically active, eating healthy snacks/meals, healthy classroom parties or current health trends for children.	PC, RS	List of events, dates, and materials distributed (on file) ATF	10/2010 - 9/2011
2) At least one signage will be used at each of ten school sites to promote eating more fruits and vegetables and physical activity.	PC, RS	Pictures of Signage (on file)	10/2010 - 9/2011

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EXHIBIT A
Scope of Work

Riverside County Community Health Agency
Department of Public Health

Local Incentive Award (LIA)

Subcontractor: Palm Springs Unified School District

GOAL 1: SNAP-Ed eligible families (≤185% Federal Poverty Level) will consume the recommended daily amounts of colorful fruits and vegetables and participate in daily physical activity.

Objective 20: By September 30, 2011 take part in at least 10 activities that promote the consumption of fruits, vegetables and physical activity within the district community through distribution of education materials, promotional events or meetings, reaching at least 1000 unduplicated participants.

Social Ecological Model: Individual Interpersonal: Social Groups Institutional/Organizational Community

Target Audience: Race/Ethnicities: LATINO, WHITE, and AFRICAN AMERICAN Ages: ALL

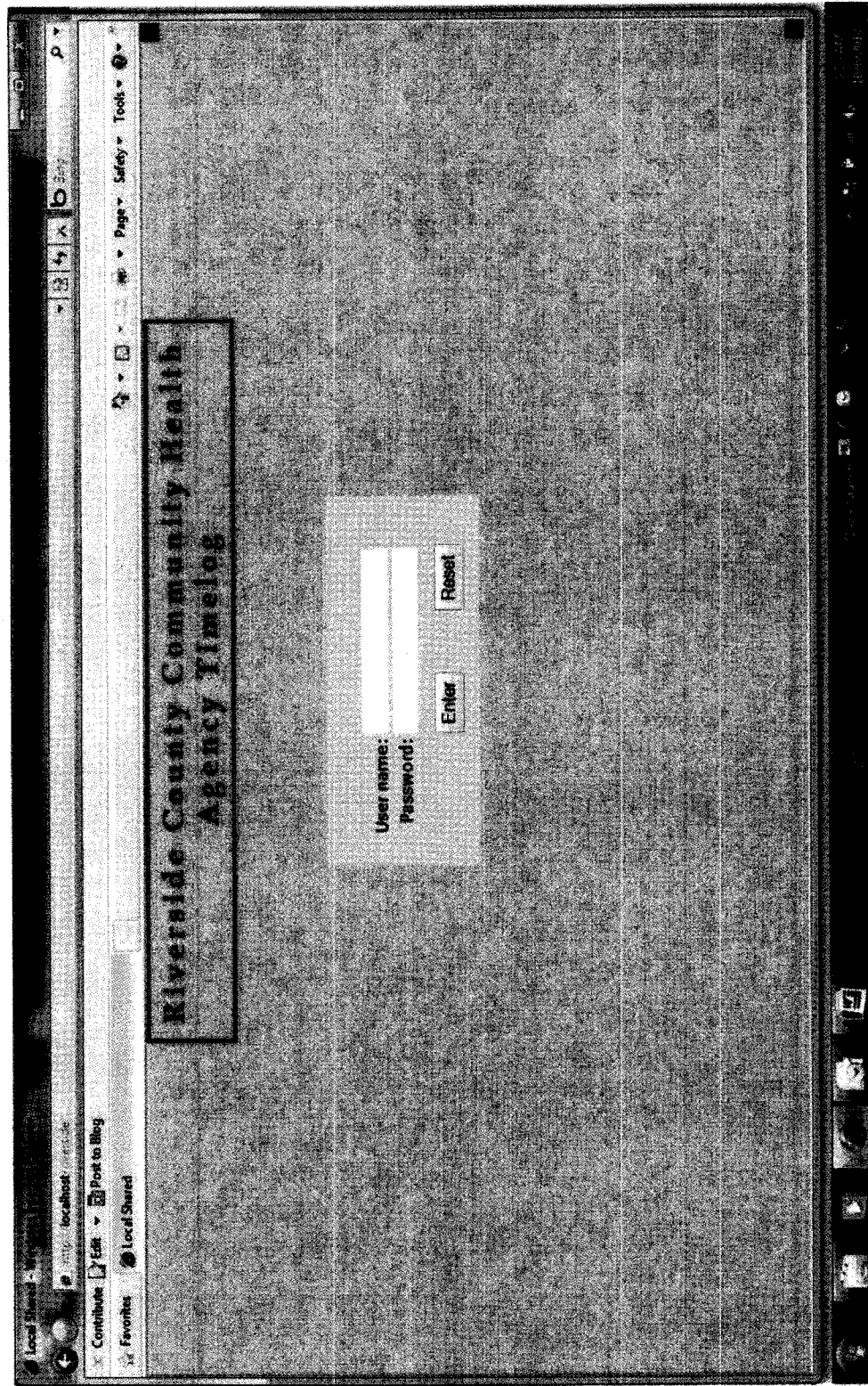
Activities	Responsible Party	Evaluation	Timeframe
1) Give presentations regarding Network opportunities for students that provide nutrition and physical activity promotions to groups such as Secretaries, Nurses, Principals, City of Palm Springs staff, PSUSD District employees at least 3 times per year.	PC, RS	Meeting agendas or activity reports (on file)	10/2010 - 9/2011 3 times annually
2) Provide nutrition education information at 'Bring Your Parents to Breakfast' events at 5 or more school sites. Network staff will host a display table with Network-approved fruit and vegetable brochures and information about the importance of breakfast as well as the link between healthy eating and academic performance.	PC, RS, PA	Photos on file; copy of promotional flyer (on file)	10/2010 - 9/2011 5 times annually
3) Provide nutrition education and promote physical activity messages through the school lunch menus (in partnership with the Child Nutrition Program) that are distributed monthly to all families in the District.	PC, RS	Sample of Menus on file and online.	10/2010 - 9/2011 Monthly Sept.-June
4) Give presentations regarding the Network program at least five times at different district parent groups meetings to identify opportunities for collaboration, inform regarding Network activities or provide nutrition education. Examples of parent groups include but are not limited to PTA, PTG, Migrant Ed, ELAC, School Site Council.	PC, RS, PA	Meeting agendas (on file)	10/2010 - 9/2011

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How To Use the Time Log

- Go to the website: www.riversidetimelog.com
- Enter your username: "First Name.Last Name"
example: Jane.Doe
- Enter your password: "Employee ID Number"
- Enter your time every week
- Enter your time in 15 minutes increments (15, 30, 45, 60 minutes)

Login page



Display your time per week

TEACHERS Weekly Time LOG 2009-2010 (Qtr. 3)

Local Shivers

California Nutrition Network

Employee Number: School: Grade:

Activity Category	APR	MAY	JUN
Mentoring/Education	0	0	0
Professional Development	0	0	0
Physical Activity	0	0	0
Staff Training	0	0	0

TOTAL QUARTERLY MINUTES LOGGED: 0 MINUTES

1. Record all of your time in 15 minute increments. To adjust time click the Edit. Check here to add weekly minutes. (Note: Time must be recorded on a weekly basis for all months in the quarter)

2. "Possible Overtime" in green can be entered for total of overtime activities.

Input your time per week

Local Shared... Incognito

Post to Blog Local Shared

Local Shared... Page Safety Tools

CATEGORY: Restrictive Educations in a Classroom Setting

NAME: [REDACTED]

April 2010						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

May 2010						
Sun	Mon	Tue	Wed	Thu	Fri	Sat
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Local Shared... Favorites Edit Post to Blog Local Shared Page Safety Tools

SUB BUDGET JUSTIFICATION
FFY 2011

Sub: Palm Springs Unified School District
Riverside County Community Health Agency

A PERSONNEL SALARIES:		1. Name and Position Title (Palm Springs Unified School District)	2. Annual Salary	3. Total FTE (as a decimal)	4. Percentage FTE Time for Administrative	5. Percentage FTE Time for Direct	6. State Share Total Dollars	7. Federal Share Total Dollars	8. Total Dollars
STATE SHARE POSITIONS									
1.	Name:	Wanda Grant							
	Title:	Administrator (Food Services Director)	\$ 122,405	0.1500	15.0%		\$ 18,361	\$	\$ 18,361
2.	Name:	Jeanine Green							
	Title:	Accountant (Food Services Accountant)	\$ 50,433	0.1000	10.0%		\$ 5,043	\$	\$ 5,043
3.	Name:	Monica Orta							
	Title:	Financial Analyst (Accounting Technician)	\$ 31,659	0.1500	15.0%		\$ 4,749	\$	\$ 4,749
4.	Name:	Multiple Staff (845 @ \$67,570.80/0.007 ea)							
	Title:	Teacher (Teachers & Counselors)	\$ 57,097,326	0.0070		0.7%	\$ 399,681	\$	\$ 399,681
5.	Name:	Multiple Staff (8 @ \$65,330/0.020 - .021 ea)							
	Title:	Nurses	\$ 522,640	0.0200	2.0%		\$ 10,453	\$	\$ 10,453
Subtotal State Share									
FEDERAL SHARE POSITIONS									
1.	Name:	Lynn Castro-Aguilera							
	Title:	Project Coordinator	\$ 68,000	1.0000		100.0%	\$	\$ 68,000	\$ 68,000
2.	Name:	Multiple Staff (24) (Avg. \$67,570.80)							
	Title:	Lead Teachers (LTC extra hours earned)	\$ 1,621,699	0.0222		2.22%	\$	\$ 36,002	\$ 36,002
3.	Name:	TBD							
	Title:	Guest Chef (RD)	\$ 50,000	0.3750		37.5%	\$	\$ 18,750	\$ 18,750
Subtotal Federal Share									
TOTAL			\$ 59,564,162	1.8242	40.0%	142.42%	\$ 438,287	\$ 122,752	\$ 561,039
		Assists with planning and preparing healthy food taste tests in the school setting in conjunction with classroom based nutrition education interventions. Works with teachers to increase student, teacher and parent knowledge of the importance of consuming more servings of fruits and vegetables and being active daily. Completes documentation on taste testing activities and all reporting required for nutrition contract. In some cases, supervises staff that carry out the activities.							
		Serves as internal auditor and controller. Assists with processing purchase orders, invoices, preparation of vouchers for payment as related to the Network program, as well as monitoring the budgets.							
		Coordinates, facilitates, modifies, develops, and demonstrates lessons on nutrition and promotes physical activity for students and their families. Supports nutrition education program goals through promotion, local, regional, and statewide collaboration, and close coordination with RD to train staff.							
		Provides nutrition and physical activity promotion to students enrolled in nutrition education programs and their families. Supports nutrition education goals through interventions, local, regional, and statewide collaboration and interventions. (This does not include any medical nutrition therapy).							
		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 education 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.							
		Oversees and supervises the nutrition education program including project administration, project coordination, the development of the nutrition education component and materials and other nutrition and physical activity promotion programs.							

SUB BUDGET JUSTIFICATION
FFY 2011

				State Share Total Dollars	Federal Share Total Dollars	Total Dollars
B. FRINGE BENEFITS:						
State Share:				\$ 118,337		\$ 118,337
	Includes payroll taxes and medical/dental benefits at 27% of salaries			\$ 438,287		
Federal Share:					\$ 33,143	\$ 33,143
	Includes payroll taxes and medical/dental benefits @27 % of salaries				\$ 122,752	
				SUBTOTAL: \$ 118,337	\$ 33,143	\$ 151,480
C. OPERATING EXPENSES:						
State Share:	None					
Federal Share:					\$ 327	\$ 327
	Office Supplies: Paper (3 cases white)-\$ 141, (3 cases color)-\$156, Pens (4 boxes)-\$30,					
				SUBTOTAL: \$	\$ 327	\$ 327
D. EQUIPMENT EXPENSES:						
State Share:	None					
Federal Share:	None					
E. TRAVEL AND PER DIEM:						
State Share:						
Staff Meeting:						
Federal Share:						
Staff Meeting:						
	# Trips # Days Per Diem Lodging Round Total					
	SHAPE-Registration-\$20x4-Staff x 1 meeting=\$80				\$ 80	\$ 80
	Other Network Trainings/Meetings(4 Staff)					
	Hotel \$150 x 2 people=\$300 x 2 nights=\$600					
	Transportation:\$200 flight + \$30 shuttle=\$230 x 2 people=\$460.00				\$ 1,200	\$ 1,200
	Per Diem: \$40 per day x 3 days=\$120 x2 people=\$240.00					
	California School Nutrition Association Conference(4- Staff) Promoted at 55%				\$ 968	\$ 968
	Registration: \$200 x 2 people=\$400 x55=\$220					
	Hotel: \$150 x 3 nights x 2 people=\$900 x .55=\$495					
	Transportation: \$200 flight + \$30 shuttle=\$230 x 2 people=\$460 x .55=\$253					
	* Pro-rated as necessary					
	Local travel @ State Rate \$0.50 per mile (200 miles/month for 9 months for 1 .3972 staff)				\$ 1,257	\$ 1,257
				SUBTOTAL: \$	\$ 3,605	\$ 3,605

SUB BUDGET JUSTIFICATION
FFY 2011

	State Share Total Dollars	Federal Share Total Dollars	Total Dollars
F. SUBCONTRACTORS:			
State Share: None			
Federal Share: None			
G. OTHER COSTS:			
State Share: None			
Federal Share:			
Food demonstration costs shall not exceed \$2.50 per person including supplies			
1) Publication/printing			
Harvest of the Month Educator Newsletter @\$.29 each 600/mo. X 9 mo.)		\$ 1,566 \$	1,566
HOEM Parent Newsletter @\$0.18 each for 13,000 x 4 times per year (18*13000*4)		\$ 9,360 \$	9,360
HOEM Calendar @\$3.50 each (2000)		\$ 7,000 \$	7,000
HOEM Classroom Workbooks for 100 classrooms per year @\$1.00 each (30 kids in each class)		\$ 3,000 \$	3,000
2) Supplies for Nutrition Education food demonstrations and sampling			
HOEM Produce Box Sampling for Classrooms: \$17 x 50 classrooms x 9 months/yr		\$ 7,650 \$	7,650
Guest Chef food demonstrations/sampling: \$30 x 50 classrooms of 20-30 students ea/for 9 months yr.		\$ 2,500 \$	2,500
Food Demonstrations sampling for nutrition education classes and promotional events: \$100 x 35 events		\$ 3,500 \$	3,500
Nutrition Education Reinforcement Incentives (NERIs) (no more than \$4 each @ 500 items)		\$ 2,000 \$	2,000
3) Classroom curriculum, supplies and materials			
Food and Nutrition books that support the HOEM (16 elementary sites @ 5 books ea. per yr @ \$10/book)		\$ 800 \$	800
(Books will be selected from the approved section of HOEM Educator Newsletter)			
4) Cooking Cart Materials for Guest Chef			
Fruit and Vegetable campaign measuring spoons & cups (24 spoons @ \$2.25 (24 cups @ \$3.75)		\$ 144 \$	144
Small appliance replacement (e.g. blender, skillet, mixer) 5 x \$25		\$ 125 \$	125
Utensil replacement (24 @ \$2.75)		\$ 66 \$	66
Mixing Bowl, pan, baking pans-estimate 5 per year-5 x \$15		\$ 75 \$	75
5) SPARK Training- Day Demonstration for 40 teachers			
40 instructional binders x (\$200 each including tax)		\$ 8,000 \$	8,000
Training Program-\$2,699.00		\$ 2,699 \$	2,699
Transportation (\$500)		\$ 500 \$	500
1,000 miles x .50 = \$500			
6) Nutrition Education and physical activity promotion assemblies (ie: Rope Warrior, KidTrobe, Food for thought)			
5 assemblies @ \$500 each		\$ 2,500 \$	2,500
Farmer's Market educational assembly (2 @ \$1700 each)		\$ 3,400 \$	3,400
An educational school wide assembly for two elementary schools. The company, Food for Thought, will provide local farmers who will display their local grown produce with an educational component on every produce item represented. Fun, festive and educational events that introduce students to new, healthy food choices for themselves and their families, while teaching them the value of money as they buy healthy foods at the market. A family component will be included for families to buy the locally grown produce on their student's campus at the end of the day.			
7) Maintenance of Activity Reporting System: Maintenance & on-going support (\$600 yr)		\$ 600 \$	600
8) Upgrade and Maintenance of Fed/State Share Time logs (\$494 yr)		\$ 494 \$	494
9) Maintenance of Nutrition Education website (\$500/yr)		\$ 500 \$	500
SUBTOTAL: \$		\$ 56,479 \$	\$ 56,479 \$

PSUSD INVOICE AND REPORT DELIVERABLES TIMELINE

For

Federal Share Network for a Health California

(October 1, 2010 through September 30, 2011)

ITEM	PERIOD	FORMAT	DUE DATE
Quarter 1 Invoice	October 1, 2010 through December 31, 2010	Electronic & signed hard copy	01/31/2011
Activity Tracking Form	October 1, 2010 through Mar 31, 2011	Electronic & supporting documents	04/05/2011
Semi-Annual Activity Report (SAAR)	October 1, 2010 through Mar 31, 2011	Electronic & supporting documents	04/05/2010
Semi-Annual Progress Report and Narrative	October 1, 2010 through Mar 31, 2011	Electronic & supporting documents	04/05/2010
Quarter 2 Invoice	January 1, 2011 through March 31, 2011	Electronic & signed hard copy	04/15/2011
Quarter 3 Invoice	April 1, 2011 through June 30, 2011	Electronic & signed hard copy	07/15/2011
Activity Tracking Form	April 1, 2011 through September 30, 2011	Electronic & supporting documents	10/06/2011
Semi-Annual Activity Report (SAAR)	April 1, 2011 through September 30, 2011	Electronic & supporting documents	10/06/2011
Semi-Annual Progress Report and Narrative	April 1, 2011 through September 30, 2011	Electronic & supporting documents	10/06/2011
Year-End Progress Report	October 1, 2010 through September 30, 2011	Electronic & supporting documents	10/06/2011
Quarter 4 Invoice	July 1, 2011 through September 30 2011	Electronic & signed hard copy	10/15/2011