

218



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

FROM: Community Health Agency/Department of Public Health

SUBMITTAL DATE:
November 29, 2011

SUBJECT: Ratify the Agreement #11-10212 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 #11-10212 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, 2011 through September 30, 2012; 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)

Attachment
GH:be

Susan D. Harrington
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:	11/12

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

BY *Debra Courmoyer*
Debra Courmoyer

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Buster, Tavaglione, Stone, Benoit and Ashley
 Nays: None
 Absent: None
 Date: December 13, 2011
 xc: CHA/Public Health, Auditor, Purchasing

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

Prev. Agn. Ref.:

District: All

Agenda Number:

3.6

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY *Samuel Wong* SAMUEL WONG
 NEAL R. KIPNIS DATE Departmental Concurrence

FORM APPROVED COUNTY COUNSEL
 BY *NEAL R. KIPNIS* DATE Departmental Concurrence
 Consent Policy
 Consent Policy
 Dept't Recomm.:
 Per Exec. Ofc.:

SUBJECT: Ratify the Agreement #11-10212 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 ~~six~~ (6) 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, 2011 through September 30, 2012; and
- 4) Authorize the Purchasing Agent to sign subsequent amendments not to exceed authorized amount, including extension amendments until September 30, 2012; and
- 5) 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 Healthy California Incentive Awards Program (Agreement #11-10212).

The California Department of Public Health, Cancer Prevention and Nutrition Section represents a statewide movement of local, state and national partners collectively working toward improving the health status of low-income Californians through increased fruit and vegetable consumption and daily physical activity. Multiple venues are used to facilitate behavior change in the homes, schools, worksites, and communities of low-income Californians to create environments that support fruit and vegetable consumption and physical activity -money must be spent on "qualifying nutrition and physical 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 with Nutrition Branch in 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). There are no other suppliers because Palm Springs Unified School District is the only school district serving the census tracts for that given demographic area in the California Geographic Information System (GIS) Map. The Network mapping application is an interactive, internet-based system that allows users to view and query mapped nutrition data. The application contains a rich set of nutrition and other health related data including nutrition and school health programs and at-risk populations' demographics. The census tract must be at least 50% of the population and must live in households at or below 185% of the Federal Poverty Level (FPL). The State recommends that we continue to serve this high need 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, 2011 – September 30, 2012)

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

Federal and County FY Budget Comparison Table		
Federal Fiscal Year	FFY '11/12	
Agreement Amount	\$ 932,937	
County Fiscal Year	FY '11/12	FY '12/13
Budget Amount	\$ 699,702	\$ 233,235

Date: Wednesday, October 26, 2011

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

To: Board of Supervisors/Purchasing Agent

Via: Purchasing Agent

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

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

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

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

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

5. Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:

Boundaries of *Palm Springs Unified School District* geographic area cannot be provide by another school district.

6. Reasons why my department requires these unique features and what benefit will accrue to the county:

The district's population and Riverside County's Network for a Healthy California program will benefit from Wanda Grant's expertise and skill set. Wanda Grant was the 2009 National Outstanding Director of the Year, School Nutrition Director for Palm Springs Unified School District in California. A School Nutrition Association (SNA) member for 34 years, Grant has had a dynamic school nutrition career. When she first arrived in the Palm Springs Unified School District, only 54% of students participated in the school nutrition programs, while 80% of students qualified for free and reduced price meals. As director, program participation has risen to 92%. Grant successfully applied for a \$1.5 million dollar grant to start a school breakfast program in her district, which has helped her achieve 55% participation in the program. She has engaged students in learning about good nutrition by sponsoring Nutrition Advisory Councils (NAC) in several district schools. Grant was a pioneer in coordinating school health programs in her community. In 1997, she started a Coordinated School Health Committee, which would later known as the Wellness Committee. Through this committee, Grant ensured that students would learn the multiple components of healthy living. Grant is dedicated to strengthening the school nutrition profession, leading and developing many professional development and customer service classes. She also partners with three universities to run a dietetic internship program, encouraging future nutrition professionals to consider the school nutrition field. Grant's career has spanned three states, where she has served the School Nutrition Association on the local, state, and national levels.

7. Price Reasonableness including purchase price and any ongoing maintenance or ancillary costs from the supplier:

Total cost: \$217,820. Service is school nutrition for child and parent in the desert region district to handle a high need to a larger client base who has the qualifying Food Stamp Nutrition Education (SNAP-ED) census tracts for that demographic area in the California Geographic Information System (GIS) Map requested by the State. *Palm Springs Unified School District* is the only school district that is qualified.

8. Does moving forward on this product or service further obligate the county to future similar contractual arrangements or any ongoing costs affiliated with this sole source? (Maintenance, support, or upgrades, if so, please explain).

No, the County is not under any obligation to any future contractual arrangements with this service.

9. Period of Performance:

October 1, 2011 through September 30, 2014. Renewable annually pending future grant funding from the State of California.

Susan D. Hamilton
Department Head Signature

11/28/11
Date

Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove

Not to exceed: \$ _____ One time _____ Annual Amount through _____

Purchasing Agent

Date

Approval Number
(Reference on Purchasing Documents)

Susan D. Harrington
Department Head Signature

11/28/11
Date

Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove

Not to exceed: \$ 217820 One time Annual Amount through 9-30/2014

[Signature]
Purchasing Agent

12-5-11
Date

12-317
Approval Number
(Reference on Purchasing Documents)

REGISTRATION NUMBER	AGREEMENT NUMBER 11-10212
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Check here if additional pages are added: page(s)

1. 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

2. The term of this Agreement is: 10/01/2011 through 09/30/2012

3. The maximum amount of this Agreement is: \$ 932,937
 Nine Hundred Thirty Two Thousand Nine Hundred Thirty Seven Dollars

4. 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 12 pages
- Exhibit B – Budget Detail and Payment Provisions 4 pages
- Exhibit B, Attachment I – Budget 5 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 3 pages
- Exhibit F – Contractor's Release 1 page
- Exhibit G – Travel Reimbursement Information 2 pages
- Exhibit H – Information Privacy and Security Requirements 10 pages

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY

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

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

Items shown above with an Asterisk (*), are hereby incorporated by reference and made 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		California Department of General Services Use Only
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) 12/13/11	
PRINTED NAME AND TITLE OF PERSON SIGNING Bob Buster, Chairman, Board of Supervisors, County of Riverside		FORM APPROVED BY JUSTICE CLERK BY: NEAL R. KIPNIS
ADDRESS 4065 County Circle Drive, Suite 207, Riverside, CA 92503		
STATE OF CALIFORNIA		
AGENCY NAME California Department of Public Health		<input type="checkbox"/> Exempt per:
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		

**Exhibit A
Scope of Work**

1. Service Overview

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

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

2. 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 Attention: 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 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: Antoinette.souza-king@cdph.ca.gov	Riverside County Community Health Agency, Department of Public Health Attention: Nancy Allende 4065 County Circle Drive, Suite 207 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

3. Contractor Requirements

The Contractor shall comply with the guidelines for the development of all education materials as outlined in the Network Local Projects Guidelines Manual. These Guidelines have been incorporated into this agreement and made a part hereof by reference in Exhibit E, Additional Provisions, paragraph 1. Without limitation, the 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.
 - 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.
4. See the following pages for a detailed description of the services to be performed.

EXHIBIT A

Scope of Work

GOAL 1: Implement a comprehensive public health nutrition program to promote the 2010 Dietary Guidelines, increase fruit and vegetable consumption and physical activity among the Supplemental Nutrition Assistance Program Education (SNAP-Ed) eligible population.

Objective 1: (Infrastructure) Contractors will complete and submit all required reports and forms on or before each deadline and participate in a minimum of five Network-sponsored community events and trainings throughout the fiscal year.

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

Activities	Responsible Party	Deliverables	Timeframe
1) Complete all mandatory documentation on or before due date each contract year: survey monkey and the Semi-Annual Activity Reports (SAAR) survey (online), complete the Semi-Annual Progress Report, Annual Progress and Final Reports, which includes progress reports, progress report narratives, labeled attachments and deliverables and completed Education Administrative Reporting System (EARS) Activity Tracking Forms (ATF).	AD, PC, SC	Documents completed and submitted to Network	April 2012 Sept. 2012
2) Contractors with budgets over \$350,000 are required to attend regional trainings and/or teleconference on Impact Outcome Evaluation as offered.	AD, PC SC	Record of participation in activities	Oct. 2011 – Sept. 2012
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 Food Stamp Nutrition Education agencies and organizations conducting food stamp outreach when appropriate.	AD, PC, SC, HE, COW	Record of participation in activities	Oct. 2011 – Sept. 2012
4) Attend a minimum of two Regional Network related meetings (e.g., Fruit & Vegetable campaign meetings, collaborative meetings, etc.) to provide input into planning Network regional activities and participate in Network regional activities including the educational initiative efforts, and statewide initiatives.	AD, PC, SC, HE, COW	Copies of agendas, record of participation	Oct. 2011 – Sept. 2012
5) Attend a minimum of three Network-sponsored trainings and conferences that may include the following: Network Conference and other Network-sponsored regional trainings; California Conference of Local Health Department Nutritionists (CCLHDN) annual conference; Harvest of the Month (HOTM) Trainings; Other non-Network sponsored trainings that have been pre-approved by State Program Managers.	AD, PC, SC, HE, COW	Copies of agendas, record of participation	Oct. 2011 – Sept. 2012
6) Use United States Department of Agriculture (USDA) guidelines to ensure all activities are allowable and appropriately documented.	AD, PC, SC, HE, COW	Documents (on file)	Oct. 2011 – Sept. 2012
7) Attend Geographic Information Systems (GIS) basic or advanced trainings offered by the Network and use GIS as a tool to strategically plan interventions in communities. Use GIS to qualify sites in the community.	AD, PC, SC, HE, COW	Record of participation	Oct. 2011 – Sept. 2012

EXHIBIT A
Scope of Work

Riverside County Community Health Agency
Department of Public Health
11-10212

GOAL 1: Implement a comprehensive public health nutrition program to promote the 2010 Dietary Guidelines, increase fruit and vegetable consumption and physical activity among the SNAP-Ed eligible population.

Objective 2: (Process) Establish key relationships by meeting at least four times per year and with one county CalFresh director or designee, one CalFresh Outreach/ community worker and work with the appropriate Food and Nutrition Services (FNS) funded partners to create a County Nutrition Action Plan (C-NAP) group.

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

Activities	Responsible Party	Deliverables	Timeframe
1) Contractor will meet with CalFresh county director quarterly to establish the best plan of action to provide nutrition education and other resources to CalFresh recipients. Contractor will set up on-going communication throughout the year to maintain the relationship. a) Develop or strengthen relationship with local social service agencies to discuss food security and health issues. b) Identify a series of joint activities to integrate nutrition education for coordination.	AD, PC, HE	Copies of agendas (on file), record of participation	Oct. 2011 – Sept. 2012
2) Contractor will connect with at least one CalFresh outreach/community workers quarterly to collaborate and coordinate outreach and nutrition education activities throughout the county.	PC, HE	Copies of agendas (on file), record of participation	Oct. 2011 – Sept. 2012
3) Attend and/or establish a C-NAP group in the county to coordinate USDA food program interventions and efforts to increase food security in the target population. a) Include FNS funded and unfunded interested partners that serve the target population in the area food programs and nutrition education and outreach such as Supplemental Nutrition Assistance Program (SNAP), Women Infants and Children Supplemental Nutrition Program (WIC), and Child Nutrition Programs. b) Build on existing State or County Nutrition Action plan or obesity plan. c) Co-ordinate nutrition education messages with CalFresh outreach efforts throughout the county for the various USDA food programs; CalFresh, WIC, Summer Meals Program, Child and Adult Care Food Program (CACFP), school breakfast and lunch programs. d) Identify existing resources and assets of organizations in the county that promote the C-NAP.	AD, PC, HE	List of collaborating members, meeting agendas	Oct. 2011 – Sept. 2012
4) Provide nutrition expertise to county wellness efforts for the implementation nutrition related county policy. Use the policy as the basis for high quality nutrition education.	AD, PC, HE	Summary of efforts	Oct. 2011 – Sept. 2012
5) Provide a strategic plan report on the upcoming direction of the counties coordination with CalFresh and other C-NAP partners for the FFY 2013 including the County Nutrition Action Plan with roles, commitments, and timelines for action.	AD, PC	Copy of the County Nutrition Action Plan, other strategic reports	Oct. 2011 – Sept. 2012

**EXHIBIT A
Scope of Work**

GOAL 1: Implement a comprehensive public health nutrition program to promote the 2010 Dietary Guidelines, increase fruit and vegetable consumption and physical activity among the SNAP-Ed eligible population.

Objective 3: (Process) At a minimum 150 unduplicated SNAP-Ed eligible individuals in the community will participate in a five class nutrition education series, repeated at least two times per year.

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

Activities	Responsible Party	Deliverables	Timeframe
1) Assess nutrition education needs of target population.	PC, SC, RS, HE, COW	Copy of needs assessment	Oct. 2011 – Nov. 2011
2) Make preparations for conducting a five class nutrition education series which will include skill-based lessons/activities. Preparations may include: organizing materials, selecting/developing class assessment survey, purchasing food samples.	PC, SC, HE, COW	Sample of lesson plans, copy of class assessment survey(s)	Oct. 2011 – June 2012
3) Train staff to conduct nutrition education series. Contact and collaborate with Regional Network staff for training assistance if using the <i>Fruit and Vegetable and Physical Activity tool kit lessons</i> .	PC, SC, HE, COW	Training agenda	Oct. 2011 – Sept. 2012
4) Conduct nutrition education series, which will include a minimum of five classes in each series. Skill-based lessons/activities will be integrated into each series, such as cooking activities, label reading etc. Each class will use Network approved materials and follow 2010 Dietary Guidelines.	PC, SC, HE, COW, RD	Sign-in sheets (on file), # of classes taught, unduplicated # of participants, ATF	Oct. 2011 – Sept. 2012
5) Conduct quality assurance, such as class assessment surveys; and oversight, such as site visits/observations of classes and summarize findings.	AD, PC, SC	Summary of visits and observations, survey results, and result of findings	Oct. 2011 – Sept. 2012

**EXHIBIT A
Scope of Work**

GOAL 1: Implement a comprehensive public health nutrition program to promote the 2010 Dietary Guidelines, increase fruit and vegetable consumption and physical activity among the SNAP-Ed eligible population.

Objective 4: (Process) Conduct at a minimum two nutrition/physical activity promotion special events to reach a minimum of 200 (unduplicated) SNAP-Ed eligible community members.

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

Activities	Responsible Party	Deliverables	Timeframe
1) Collaborate with partners including Regional Campaigns when planning nutrition/physical activity promotion events.	PC, SC, HE, COW	Meeting notes for each event	Oct. 2011 – Sept. 2012
2) Prepare for each event by identifying target audience, organizing materials and intervention strategies to be used, training staff, selecting method of event evaluation, and methods of promotion of event such as use of flyers and update of webpage.	PC, SC, HE, COW	Planning notes, training agenda, evaluation tool	Oct. 2011 – Sept. 2012
3) Conduct a minimum of two nutrition education/physical activity promotion special events such as nutrition education at health fairs, community festivals, farmers' markets, and retail events.	PC, SC, HE, COW	Event flyer, # reached, photos, ATF	Oct. 2011 – Sept. 2012

EXHIBIT A
Scope of Work

GOAL 1: Implement a comprehensive public health nutrition program to promote the 2010 Dietary Guidelines, increase fruit and vegetable consumption and physical activity among the SNAP-Ed eligible population.

Objective 5: (Process) Provide a minimum of six nutrition education activities, inclusive of kick-off event, in support of local and regional "ReThink Your Drink" healthy beverage education efforts to reach 5,000 SNAP-Ed eligible individuals in qualifying communities.

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

Activities	Responsible Party	Deliverables	Timeframe
1) Attend a minimum of one Regional Network ReThink Your Drink nutrition education Train the Trainer workshop and one ReThink Your Drink media and spokesperson training. Contractor may attend a State-sponsored Network training if a Train the Trainer workshop is not available with the Region. a) Integrate the current ReThink Your Drink nutrition education materials obtained from your Regional Collaborative and Regional Media training into your county ReThink Your Drink nutrition education activities.	PC, SC, HE, COW	Training agendas, list of training materials used in activities	Feb. 2012 - July 2012
2) Provide a minimum of one County Health Agency (Dental, Diabetes, WIC, Infant Health, CalFresh etc.) with training on ReThink Your Drink campaign messages and nutrition education materials such as posters, pamphlets, flyers, etc.	PC, SC, HE, COW	Copies of training agenda, sign in logs	Feb. 2012 – Sept. 2012
3) In coordination with Regional Collaborative event planning, conduct a County ReThink Your Drink kick-off event, or public education event.	PC, SC, HE, COW	Photos, press releases, event flyer	Feb. 2012 – Sept. 2012
4) Provide nutrition education promoting healthy beverage options at least 4 times during the course of the contract year youth and/or adults. Sample activities may include: a) Instruction on ReThink Your Drink nutrition education lessons and optional taste testing of healthy beverages. b) Displaying ReThink Your Drink nutrition education materials: posters, pamphlets, flyers, etc. c) Hosting a Healthy Beverage nutrition education booth, exhibit, display or table at qualifying events. d) Using template state developed ReThink Your Drink media pieces such as press releases, articles, etc. in local publications that reach the target audience. e) Provide relevant model policies promoting healthy beverage options to county and community programs. Note that all nutrition education materials must be approved by the Network prior to distribution, with preference for use of existing State Network ReThink Your Drink branded materials.	PC, SC, HE, COW	Flyers, Lesson Plans, Photos	Feb. 2012 – Sept. 2012

EXHIBIT A

**Riverside County Community Health Agency
Department of Public Health
11-10212**

Scope of Work

Activities	Responsible Party	Deliverables	Timeframe
5) Participate in Regional and State evaluation efforts, at minimum providing process evaluation data to Regional and/or State evaluators.	PC, SC, HE, COW	ATF	Feb. 2012 – Sept. 2012
6) Upon request, assist with additional State Network directed evaluation activities, which may include: obtaining input from intermediaries via electronic or printed surveys, conducting informal consumer testing of new materials, and/or implementing brief consumer surveys.	PC, SC, HE, COW	As requested	Feb. 2012 – Sept. 2012

EXHIBIT A
Scope of Work

GOAL 1: Implement a comprehensive public health nutrition approach to promote the 2010 Dietary Guidelines, increase fruit and vegetable consumption and physical activity among the SNAP-Ed eligible population.

Objective 6: (Process) Conduct *Communities of Excellence in Nutrition, Physical Activity and Obesity Prevention (CX³)* in three to seven SNAP-Ed eligible low-income neighborhoods.

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

Activities	Responsible Party	Deliverables	Timeframe
1) After receipt of data analysis, complete all template Communications Tools for each neighborhood surveyed.	AD, PC, SC, RS, HE, COW	Completed Communication Tools	June - July 2012
2) Based on CX ³ findings, prioritize identified problem areas with stakeholders, community groups, and organizations. a) Using Communications Tools, present findings to a variety of stakeholders, involving community members where appropriate. Ensure commitment from local health department leadership to focus resources in selected neighborhoods. b) Host three – five nutrition education community forums/town halls reaching at least 75 neighborhood residents or individuals from the target population to review CX ³ findings and determine greatest areas of concern as well as provide dynamic nutrition education. c) Identify potential neighborhood Champions including Champion retail food sources for future intervention work and campaigns. d) For the benefit of the target population, provide CX ³ findings to all relevant city/county level departments* (e.g., planners, redevelopment agencies, etc.) where data on the CX ³ neighborhoods would guide/inform decisions and promote increase access to healthy food. e) Provide CX ³ findings to city/county officials as a way to engage in the Let's Move or other initiative and to track improvements in increasing access to healthy food. f) As relevant, share CX ³ findings with local media to highlight areas of concern and opportunities for action.	AD, PC, SC, RS, HE	a) List of presentation outlines b) Forum/Town hall Agenda c) List of Champions d) List of engaged departments with contact dates e) List of county/city officials with contact dates f) Media journal, clippings	a) June 2012 – Aug. 2012 b) July 2012 – Sept. 2012 c) July 2012 – Sept. 2012 d) July 2012 – Sept. 2012 e) July 2012 – Sept. 2012 f) June 2012– Sept 2012
3) Identify Network allowable interventions and utilize to create a CX ³ strategic community-focused action plan. Submit action plan to Network Program Manager for review and approval.	AD, PC, SC, HE	CX ³ Implementation Plan	Feb. 2012 - Sept. 2012

EXHIBIT A

Scope of Work

GOAL 1: Implement a comprehensive public health nutrition program to promote the 2010 Dietary Guidelines, increase fruit and vegetable consumption and physical activity among the SNAP-Ed eligible population.

Objective 7: (Impact/Outcome) By July 31, 2012 carry out and report on an Impact/Outcome Evaluation (IOE) to assess change in fruit and vegetable consumption and related factors such as access to fruit and vegetables at home and perceived parental consumption among a group of a minimum 100 SNAP-Ed eligible youth.

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

Activities	Responsible Party	Deliverables	Timeframe
1) Based on IOE plan developed in previous contract year, administer <i>Network Youth or High School Survey</i> to target audience at intervention sites, using identification numbers (not names) to protect participant privacy. Pre-tests are to be administered prior to intervention, and post-tests after the intervention to measure change in consumption and related factors. Contractors working with 3 rd -8 th grade youth must use the <i>Network Youth Survey</i> ; and those working with 9 th -12 th grade youth must use the <i>Network High School Survey</i> .	PC, SC, HE, COW	Matched surveys	Oct. 2011 – June 2012
2) Create a data file with pre-test and post-test survey data using <i>Network</i> provided code sheets and, when possible, using <i>Network</i> provided data entry templates. The data file must contain a minimum of 100 matched pre- and post-tests. Complete data analysis.	PC, SC, HE	Data file	Oct. 2011 – July 2012
3) Develop an evaluation plan in concert with the Program Manager and Research and Evaluation Unit (REU) for the next contract year. Findings from current and prior evaluations will be used to refine nutrition education activities and increase rigor of the subsequent intervention and evaluation.	PC, SC, HE	IOE Plan	May 2012 – July 2012
4) Submit a set of IOE report documents, using <i>Network</i> templates, by July 31 st to the Program Manager and REU. This will include: a) IOE Final Report. b) Data file. c) IOE Plan for upcoming year. If conducting both an IOE with children and an IOE with adults a separate report and plan for each IOE is submitted to REU.	AD, PC, HE	IOE Report, data file, IOE Plan	July 2012

**EXHIBIT A
Scope of Work**

GOAL 1: Implement a comprehensive public health nutrition program to promote the 2010 Dietary Guidelines, increase fruit and vegetable consumption and physical activity among the SNAP-Ed eligible population.

Objective 8: (Process) Complete at least 10 single-session nutrition education classes in the community to reach a minimum of 500 unduplicated SNAP-Ed eligible individuals.

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

Activities	Responsible Party	Deliverables	Timeframe
1) Assess nutrition education needs of target population.	RS, PC, SC, HE	Copy of needs assessment	Oct. 2011 – Sept. 2012
2) Collaborate with partners to plan and/or conduct classes. The same lesson can be taught at multiple sites.	PC, SC, HE, COW	Meeting agendas	Oct. 2011 – Sept. 2012
3) Make preparations for conducting classes using topics from the 2010 Dietary Guidelines which will include skill-based lessons/activities, adult learning theories and taste test /cooking demonstration. Preparations may include: organizing materials, selecting/developing class assessment survey, purchasing food samples.	PC, SC, HE, COW, RD	Sample of lesson plans, copy of assessment survey(s)	Oct. 2011 – Sept. 2012
4) Recruit participants through Champion Moms, Community Based Organizations (CBOs), CalFresh offices, WIC or other C-NAP partners to increase participation in classes.	PC, SC, HE, COW	Samples/ documentation of recruitment methods used	Oct. 2011 – Sept. 2012
5) Train non nutrition staff (i.e. community workers) to conduct nutrition education classes. Train Champion moms to assist with nutrition education classes and to share their personal experience. Provide quarterly trainings to review lesson plans and answer questions to ensure quality scientifically accurate nutrition education is being taught.	PC, SC, HE	Training agenda	Oct. 2011 – Sept. 2012
6) Conduct at least 10 single sessions to reach a minimum of 250 unduplicated SNAP-Ed eligible individuals.	PC, SC, HE, RD	Sign in sheets (on file), total number reached	Oct. 2011 – Sept. 2012
7) Conduct quality assurance, such as class assessment surveys; and oversight, such as site visits/observations of classes.	AD, PC, SC	Summary of visits and observations, survey results, and planned changes as a result of findings	Oct. 2011 – Sept. 2012

EXHIBIT A
Scope of Work

GOAL 1: Implement a comprehensive public health nutrition program to promote the 2010 Dietary Guidelines, increase fruit and vegetable consumption and physical activity among the SNAP-Ed eligible population.

Objective 9: (Process) Implement and evaluate at least seven months of *Harvest of the Month* (HOTM) to reach 24,000 SNAP-ED eligible school age students.

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

Activities	Responsible Party	Deliverables	Timeframe
1) Recruit and train a minimum of one lead teacher from each participating HOTM site to promote and support HOTM activities within the schools. a) Provide a minimum of two HOTM specific trainings for a minimum of 30 minutes to selected lead teachers. b) Convene semi-annual meetings of lead teachers to provide HOTM updates.	SC, PC, HE	List of lead teachers names for each site, sign in sheets (on file)	Oct. 2011 – Sept. 2012
2) Collaborate and coordinate with the School Nutrition Program on HOTM activities to establish working relationship with the district's school nutrition director and meet at least once per contract year. Major goal of collaboration is to achieve the following coordination: a) HOTM produce items are highlighted on the menu at least two times per month. b) HOTM posters displayed in the cafeteria and/or create HOTM bulletin boards in the cafeterias. c) School nutrition staff at eligible school sites assists in planning, organizing, and/or distributing the featured HOTM produce items to the teachers for monthly taste testing, classroom cooking, and/or special events. d) Provide at least one HOTM training for a minimum of 30 minutes for school nutrition staff and child care setting staff.	SC, PC, HE	List of produce items provided to classrooms for taste testing, # of HOTM trainings provided to Food Service staff, report posters/bulletin boards on ATF	Oct. 2011 – Sept. 2012
3) Contact and set up meetings with school administrators at each eligible site to provide HOTM orientations/updates with goal to provide school administrators (principals, superintendent, school board) with an overview of HOTM activities, highlights and evaluation results (at the beginning and again at the end of the year). Distribute sample HOTM materials/flyer.	SC, PC, HE	# of meetings, # of administrators attending each meeting	Oct. 2011 – Sept. 2012
4) Distribute HOTM educator packets to all participating HOTM educators for at least seven months.	SC, PC, HE, COW	Log of when and where packets were distributed.	Oct. 2011 – Sept. 2012
5) Advocate for increased educator participation in HOTM activities throughout the year by sending out HOTM email reminders to educators, visiting schools and classrooms to present HOTM activities and materials and conducting informal HOTM learning opportunities such as "lunch and learns."	SC	Teacher contact log	Oct. 2011 – Sept. 2012

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

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

C. Invoice shall:

- 1. Be prepared on contractor's letterhead and be signed by an authorized official, employee or agent certifying that the expenditures claimed represent actual expenses for the service performed under this Agreement.
- 2. Bear the Contractor's name as shown on the Agreement.
- 3. Show a unique invoice number assigned by the Contractor.
- 4. Show an invoice date reflecting when the invoice was prepared.
- 5. Be mailed no later than five days after the invoice date.
- 6. Show the Contractor's vendor number assigned by CDPH.
- 7. Show the Agreement number assigned by CDPH.
- 8. Show the Contractor's remittance address.
- 9. Identify the billing and/or performance period covered by the invoice.
- 10. Itemize costs for the billing period in the same or greater level of detail as indicated in this Agreement. Subject to the terms of this Agreement, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this Agreement and approved by CDPH.

- D. Quarterly invoices shall be submitted for payment within sixty (60) days following the end of each calendar quarter in which the work was performed and costs incurred in the performance of the agreement, unless the agreement has reached the expiration or termination date (see paragraph 4, Timely Submission of Final Invoice) or a later or alternate deadline is agreed to in writing by the Program Contract Manager (CM).

- E. The Contractor may submit supplemental invoices to the CM if it has determined that there are expenses incurred during the term of the contract that have not been previously billed. The Contractor must submit a written justification to accompany the supplemental invoice(s) and shall submit the documents to the CM for approval. The supplemental invoice(s) cannot exceed 20% of the total contract amount for the fiscal year in which the supplemental invoice(s) is submitted. Supplemental invoices for the first, second, and third quarter are due no later than 90 days after the end of each quarter. A supplemental invoice for the fourth quarter is due no later than 120 days after the end of the fourth quarter. If you are seeking an exception to these requirements, you must send a written request to the CM and provide justification that explains the circumstances surrounding your inability to meet these requirements. Exceptions may only be granted after Network management has reviewed the request and has made a determination.
- F. The State may, at its discretion, choose not to honor any delinquent invoice if the 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.
- 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 CM. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this agreement have ceased and that no further payments are due or outstanding.
- B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written State approval of an alternate final invoice submission deadline.
- C. The Contractor is hereby advised of its obligation to submit to the State, with the final invoice, a completed copy of the "Contractor's Release (Exhibit F)".

5. Expense Allowability / Fiscal Documentation

- A. Invoices, received from the Contractor and accepted 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 of an expense cannot be determined by the State because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed and payment may be withheld by the State. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.
- D. Travel is a reimbursable expense. Receipts must be maintained to support the claimed expenditures. For more information on allowable travel and per diem expenses and required documentation, see **Exhibit G entitled, "Travel Reimbursement Information"**.

6. Recovery of Overpayments

- A. Contractor agrees that claims based upon the terms of this agreement or an audit finding and/or an auditing finding that is appealed and upheld, will be recovered by the State 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 as indicated above in paragraph A 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.

7. 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 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.

8. Restriction of Funds

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

9. Advance Payment

No advance payment is allowed under this agreement.

A PERSONNEL SALARIES:					
	1. Name and Position Title	2. Annual Salary	3. Total FTE (as a decimal)	4. Total Dollars	
1.	Title: Administrator (Supervising Nutritionist)	\$ 70,025	0.700	\$ 49,018	
2.	Title: Project Coordinator (Sr. Nutritionist)	\$ 62,042	0.950	\$ 58,940	
3.	Title: Dietitian (Nutritionist)	\$ 55,957	0.250	\$ 13,989	
4.	Title: Health Educator (HEA I/II)	\$ 47,523	1.000	\$ 47,523	
5.	Title: Health Educator (HEA I/II)	\$ 45,963	0.750	\$ 34,472	
6.	Title: Health Educator (HEA I/II)	\$ 47,523	0.500	\$ 23,762	
7.	Title: Health Educator (HEA I/II)	\$ 45,963	0.500	\$ 22,982	
8.	Title: Community Outreach Worker (HSAs)	\$ 35,640	0.750	\$ 26,730	
9.	Title: Administrative Assistant (OA III)	\$ 37,547	0.300	\$ 11,264	
10.	Title: Administrative Assistant (OA III)	\$ 32,068	0.200	\$ 6,414	
11.	Title: Contract Manager (Administrative Services Assistant)	\$ 46,490	0.800	\$ 37,192	
12.	Title: Accountant/Finance Analyst (Accountant I/II)	\$ 44,285	0.100	\$ 4,429	
13.	Title: Accountant/Finance Analyst (Accounting Technician II)	\$ 43,159	0.050	\$ 2,158	
SUBTOTAL		\$ 874,181	6.850	\$ 338,833	

Exhibit B Attachment I
 BUDGET
 October 1, 2011 September 30, 2012

POSITION DESCRIPTIONS:	
Administrator #1	Administer the nutrition education contract and budget, supervising nutrition education staff, attend nutrition education and scope of work related meetings, program planning and participating in the Regional collaborative. Coordinate contract reporting requirements.
Project Coordinator #2	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.
Dietitian #3	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.
Health Educator (including Health Aide Health Promotion Instructor, etc) #4, 5, 6, 7	Develop materials and facilitate health education in both group and individual settings. Teaches general nutrition, the importance of fruits and vegetables, and health benefits of proper nutrition and physical activity.
Community Outreach Worker/Community Liaison #8	Conducts nutrition education, physical activity promotion interventions in the community setting. Works with CBOs to increase the reach of nutrition education interventions to SNAP Ed eligibles.
Office Manager/Secretary/Admin Asst. #9, 10	Provides general clerical support to the Program. Assists in development and maintenance of a data collection system with emphasis on fiscal information. Arranges meetings and trainings, orders supplies and materials, creates correspondence, photocopies, and other duties as required to support the nutrition education contract.
Contract Manager #11	Manages the nutrition education contract including budgets, invoices, documentation reports, time studies, fiscal reporting and adherence to funding requirements.
Accountant/Finance Analyst #12, 13	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.

		Total Dollars
B. FRINGE BENEFITS: (Note: Calculations are based on an average rate. Individual staff rates will vary within range of 24% - 58%)		
	Includes payroll taxes and medical/dental benefits within a range of 23.57% - 57.39% of salaries	\$ 150,798
	(44.5% x \$338,873 + \$150,798)	
	FB rate 44.5%	
	SUBTOTAL	\$ 150,798
* Personnel Salaries and Fringe Benefits: California Department of Public Health (CDPH) shall reimburse the Contractor for services performed and invoiced during the invoice period, as outlined in Exhibit B, 1(D) and Exhibit E, 1(A.1) of this agreement.		
C. OPERATING EXPENSES**:		
	Communication (phones, computer lines, e-mail): (approx. \$380/month for 12 months) per 6.85 FTE	\$ 4,560
	Insurance (liability/property) (\$485/month for 12 months) = \$5,820	\$ 5,820
	Office supplies: (\$358.56 annual x 6.85 FTE = \$2,456) (sample, pens, paper, folders, staples, note pads, cartridges, etc...)	\$ 2,456
	Space (includes rent, utilities, janitorial, security, bldg maint): Network- 5.1% of Space cost. Prorated by 5.1% of FTEs (6.85) (\$1,7498 sq. ft. x 990 sq. ft. x 12 months = approx. \$20,788)	\$ 20,788
	Maintenance copier/printer/fax machine annual (\$333.33/month x 12 months = \$4,000)	\$ 4,000
	Laundry Service for fruit/veggie costumes @ \$350 (Approximately \$29.17 x 12-mos = \$350)	\$ 350
	Membership Fees for CAN ACT @ \$800	\$ 800
	Postage (State contracts/MOUs/reports/correspondences, etc: (\$27/month x 12 mo. = \$324)	\$ 324
	SUBTOTAL:	\$ 39,098
D. EQUIPMENT EXPENSES**:		
	2 replacement PC @ \$2,000 each = \$2,000 (includes monitor, CPU and printer used 100% of SNAP Ed)	\$ 4,000
	For LIA staff, Diane Wayne and Nancy Allende or TBD	

Exhibit B Attachment I
 BUDGET
 October 1, 2011 September 30, 2012

Riverside County
 Community Health Agency
 Department of Public Health
 11-10212

E. TRAVEL AND PER DIEM**:		Total Dollars	
Description			
Misc. Travel			
CCLHDN (2 nights)			
Joint Steering committee (2)			
Annual Network Statewide Conference (2-days)			\$ 19,434
		SUBTOTAL:	
F. SUBCONTRACTORS**:			
Palm Springs Unified School District			\$ 217,820
		SUBTOTAL:	\$ 217,820
Goal 1, Objective 1, and Goal 1, Objectives 3-9 (Network sponsored community events and trainings, nutrition education classes, special events, "ReThinkYour Drink" healthy beverage education efforts, impact/Outcome Evaluation, and Harvest of the Month activities).			

G. OTHER COSTS**:		Total Dollars
1.)	Printing : *Harvest of The Month (HOTM) calendars (Approx. 4,700 ea x \$3.50 = \$16,450), Business cards (Approx. 5-staff x \$20 /box -250 ea cards = \$100), HOTM newsletters (Approx. 11,000 ea x \$0.05/copy = \$550) *Obj. 9 . Applies to all activite w/in	\$ 19,825
2.)	HOTM Fruit/signs (Approx.50 signs X \$5 = \$250) 2. Participant data cards (Approx.3,000 x \$0.05/card= \$150) 3.CalFresh Shopping Guides (Approx. 4,000 ea X \$0.35 = \$1,400)	
1. Obj. 3,4,5,8,9 -Activities 5, 7		
2. Obj. 3,4,5,8,9 And all activities w/in		
3. Obj. 9 And all activities w/in		
3.)	Flyers (color) (Approx. 3,000 ea x \$0.30 = \$900) 2. Surveys B&W copies (Approx. 500 ea x \$0.05 - \$25)	
1. Obj. 3,4,5,8,9 -And all Activities w/in		
2. Obj. 3,8,9 Activities 5, 7		
4.)	Food Demos/Taste testing food/supplies: (27,000 Taste Tests x .70/test= \$18,900) (Community events, School events, Re-Think Your Drink, Trainings, Nutrition Education classes)	\$ 18,900
Obj. 3,4,5,7,8,8 And all activities w/in		
5.)	Food Demo Supplies such as luggage carts, cooking utensils, portable oven, serving bowls, ice chests, canopies etc. (Approx. \$1,075)	\$ 1,075
Obj. 3,4,5,7,8,9 And all activities w/in		
6.)	Educational materials required for delivery of critical program services used in events/education (Brochures and other allowable materials) Brochure (Approx. 5,000 ea .x \$0.14 = \$700), Handouts (Approx. 4,526 ea x \$0.19 = \$860), Visual Aids such as Cholesterol, deep fried, diabetes, etc. (Approx.16 ea X \$118.75 = \$1,900) Brochure/Hand-outs for ADA, MyPlate, etc. (Approx. 3,000 x \$0.35 = \$1,050), Fast Food Guides (Approx 1,000 x \$3.00 = \$3,000), Posters and props such as MyPlate Visual Aids (Approx. (10 posters x \$15 = \$150) + (2 props x \$50 = \$100) = \$250), Nutrition education materials, NASCO, Mello Smello, etc. (Approx. 3,000 ea X \$0.50 = \$1,500)	\$ 9,260
Obj. 3,4,5,7,8,9 And all activities w/in		
7.)	Laminating firm (Approx. 6-rolls X \$180 /roll = \$1,080)	\$ 1,080
8.)	Rental space at health fairs and events (1-2 events @ \$75 each 2 events x \$75 = \$150)	\$ 150
Obj. 4,5 And all activities w/in		
SUBTOTAL:		\$ 50,290
H. INDIRECT COSTS**:		
Rate		
Salaries		
\$ 338,873	+	
\$ 150,798.00	+	
	=	Total Personnel
		\$ 489,671
		x rate of
		23%
		\$ 112,624
SUBTOTAL \$		\$ 112,624
TOTAL		
		\$ 932,937

** CDPH shall reimburse the Contractor for expenses Incurred and Invoiced through the term of the agreement.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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

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

20. LOSS LEADER:

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

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.

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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 Documents

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

2. Cancellation / Termination

- A. This agreement may be cancelled by CDPH without cause upon 30 calendar days advance written notice to the 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. Causes for termination include, but are not limited to the following occurrences:
- 1) If the Contractor knowingly furnishes any statement, representation, warranty, or certification in connection with the agreement, which representation is materially false, deceptive, incorrect, or incomplete.
 - 2) If the Contractor fails to perform any material requirement of this agreement or defaults in performance of this agreement.
 - 3) If the Contractor files for bankruptcy, or if CDPH determines that the Contractor becomes financially incapable of completing this agreement.
- D. Agreement termination or cancellation shall be effective as of the date indicated in CDPH's notification to the Contractor. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. 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.

Exhibit E
Additional Provisions

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

3. Avoidance of Conflicts of Interest by 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.
- 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.

Exhibit E
Additional Provisions

- 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.

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** 11-10212 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

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

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

(1) Lodging (with receipts*):

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

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

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

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

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

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

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

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

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

Per Diem Reimbursement Guide

Length of travel period	This condition exists...	Allowable Meal(s)
Less than 24 hours	Trip begins at or before 6 a.m. and ends at or after 9 a.m.	Breakfast may be claimed.
Less than 24 hours	Trip begins at or before 4 p.m. and ends at or after 7 p.m.	Dinner may be claimed.
<i>Contractor may not claim lunch or incidentals on one-day trips. When trips are less than 24 hours and there's no overnight stay, meals claimed are taxable.</i>		
24 hours	Trip begins at or before 6 a.m.	Breakfast may be claimed.
24 hours	Trip begins at or before 11 a.m.	Lunch may be claimed.
24 hours	Trip begins at or before 5 p.m.	Dinner may be claimed.
More than 24 hours	Trip ends at or after 8 a.m.	Breakfast may be claimed.
More than 24 hours	Trip ends at or after 2 p.m.	Lunch may be claimed.
More than 24 hours	Trip ends at or after 7 p.m.	Dinner may be claimed.
<i>Contractor may not claim meals provided by the State, meals included in hotel expenses or conference fees, meals included in transportation costs such as airline tickets, or meals that are otherwise provided. Snacks and continental breakfasts such as rolls, juice, and coffee are not considered to be meals.</i>		

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.

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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

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incorporates the requirements of Section VII, Security, below. Contractor shall provide CDPH with Contractor's current and updated policies.

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

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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.

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.

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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.

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

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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.

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

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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.
- 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.

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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

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shared. Must be at least eight characters. Must be a non-dictionary word. Must not be stored in 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.

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- 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.

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, Nutrition Services Branch, herein after referred to as "COUNTY" and "Palm Springs Unified School District – Nutrition Services", hereinafter called PSUSD and/or CONTRACTOR.

I. PURPOSE & SCOPE

The purpose of this AGREEMENT is to clearly identify the roles and responsibilities of each party as they relate to the collaboration and partnership around the promotion of health and nutrition in 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).

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 CONTRACTOR with the COUNTY beginning October 1, 2011 providing nutrition education through the *Network*.

III. PSUSD SERVICE RESPONSIBILITIES UNDER THIS AGREEMENT

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

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

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

6. CONTRACTOR shall notify COUNTY in writing of any change in mailing address and/or physical location within ten (10) days of the change, and shall immediately notify COUNTY of changes in telephone or fax numbers.
7. CONTRACTOR shall notify COUNTY of any continuing vacancies and any positions that become vacant during the term of the Contract that will result in reduction of services to be provided under this Contract. Upon notice of vacancies the CONTRACTOR shall apprise COUNTY of the steps being taken to provide the

services and to fill the position as expeditiously as possible. Vacancies and associated problems shall be reported to COUNTY on each periodically required report for duration of said vacancies and/or problems.

8. CONTRACTOR shall designate an individual to serve as the primary point of contact for the Contract. CONTRACTOR shall notify the COUNTY when the primary contact will be unavailable/out of the office for one (1) or more working days. CONTRACTOR or designee must respond to COUNTY inquiries within two (2) County business days.
9. CONTRACTOR shall keep COUNTY apprised of any and all actions taken by its Board of Directors or other governing parties which may impact on the Contract.
10. CONTRACTOR shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to this Contract, except for statistical information not identifying any participant. The CONTRACTOR shall not use or disclose any identifying information for any other purpose other than carrying out the CONTRACTOR'S OBLIGATIONS UNDER THIS Contract, except as may be otherwise required by law. This provision will remain in force even after termination of the Contract.

V. COUNTY RESPONSIBILITIES UNDER THIS AGREEMENT

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

1. Provide PSUSD services as outlined and specified in Exhibit A – Palm Springs USD Scope of Services.
2. Oversee all activities covered by the 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 Federal Share.
6. The COUNTY will compensate the CONTRACTOR for Federal Share on a cost reimbursement basis for approved salaries and fringe benefits in accordance with provisions of this Contract.
7. The COUNTY will monitor and evaluate the performance of the CONTRACTOR in meeting the terms of the Contract and the quality and effectiveness of series provided, based on criteria determined by the COUNTY. COUNTY personnel shall monitor

the performance of the CONTRACTOR at least once every six months, or as deemed necessary by the COUNTY.

VI. FISCAL PROVISIONS

1. The maximum amount of payment under this Contract shall not exceed \$217,820 and shall be subject to availability of funds to the COUNTY. The consideration to be paid to CONTRACTOR, as provided herein, shall be in full payment of all CONTRACTOR'S services and salaries and fringe benefits incurred in the performance hereof.
 - a. \$ 217,820 for budget period of 10/01/2011 through 09/30/2012.
2. CONTRACTOR shall provide a Federal Share staff with salary rates and fringe benefit rates for each personnel.
3. Submit Federal Share Bi-Weekly Time Logs (Exhibit B) monthly to the COUNTY for all Federal activities that comply with *Network* guidelines for providing nutrition education and physical activity promotion. Time Logs will be completed, signed by the employee and verified and signed by the employee's Supervisor (or designee). Time Logs are due to Riverside County Nutrition Services *when the monthly invoices are due*. Extensions may be requested 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.

Item	Period	Due Date
Monthly Invoice	October 1, 2011 through October 31, 2011	11//30/11
Monthly Invoice	November 1, 2011 through November 30, 2011	12//30/11
Monthly Invoice	December 1, 2011 through December 31, 2011	01//31/12
Monthly Invoice	January 1, 2012 through January 31, 2012	02/29/2012
Monthly Invoice	February 1, 2012 through February 29, 2012	03/30/2012
Monthly Invoice	March 1, 2012 through March 31, 2012	04//30/2012
Monthly Invoice	April 1, 2012 through April 30, 2012	05/31/2012
Monthly Invoice	May 1, 2012 through May 31, 2012	06/29/2012

Monthly Invoice	June 1, 2012 through June 30, 2012	07/31/2012
Monthly Invoice	July 1, 2012 through July 31, 2012	08/31/2012
Monthly Invoice	August 1, 2012 through August 31, 2012	09/28/2012
Monthly Invoice	Sept. 1, 2012 through Sept 30, 2012	10/31/2012

Time Log staff is as follows:

October 1, 2011- September 30, 2012

PSUSD Position	Federal Share Match %
Project Coordinator (1)	100%
Administrative Assistant (1)	25%
Lead Teachers (16)	0.6%

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

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

Invoices shall:

- a. Be prepared on company letterhead. If invoices are not on produced letterhead, invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent actual expenses for the service performed under this Contract.

- b. Bear the CONTRACTOR'S name as shown on the Contract.
- c. Identify the billing and/or performance period covered by the invoice.
- d. Itemize costs for the billing in the same or greater level of detail as indicated in the Contract. Subject to the terms of the Contract, reimbursement may only be sought for those costs and/or categories expressly identified an allowable in this Contract and approved by the COUNTY.

Invoices must be submitted to:

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

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

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

- 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. FEDERALSHARE REQUIREMENTS

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

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

IX. FUNDING REQUIREMENTS

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

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

X. RECORD RETENTION

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

Such reimbursement will not exceed \$50 per hour (including travel) and be deducted from the following month's claim for reimbursement.

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

XII. CORRECTION OF PERFORMANCE DEFICIENCIES

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

XIII. RECOVERY OF OVERPAYMENTS

1. Contractor agrees that claims based upon the terms of this agreement or an audit finding and/or an auditing finding that is appealed and upheld, will be recovered by the County by one of the following options:
 - a. Contractor's remittance to the County of the full amount of the audit exception within 90 days following the County's request for repayment;
 - b. A repayment schedule which is agreeable to both the County and the Contractor.
2. The County reserves the right to select which option as indicated above in paragraph 1. will be employed and the Contractor will be notified by the County of the claim procedure to be utilized.
3. Interest on the unpaid balance of the audit finding or debit will accrued at a rate equal to the monthly average or the rate received on investments in the Pooled Money Investment Fund commencing on the date that an audit or examination finding is mailed to the Contractor, beginning 30 days after the Contractor's receipt of the County's demand for repayment.
4. If the Contractor has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached. If the Contractor loses the final administrative appeal, Contractor shall repay, to the County, the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the Contractor's first receipt of County's notice requesting reimbursement of questioned audit costs or disallowed expenses.

XIII. EFFECTIVE DATE AND SIGNATURES

This AGREEMENT shall be effective upon the signature of Parties COUNTY and PSUSD authorized officials. It shall be in force from October 1, 2011 to September 30, 2012 and may be renewed through the annual amendment process. COUNTY and PSUSD - Nutrition Services indicate execution of this AGREEMENT by their signatures.

Bob Buster
Chairman, Board of Supervisors
BOB BUSTER

Lisa Howell
Lisa Howell
Assistant Superintendent
Business Services

12-13-11
Date

11/9/11
Date

ATTEST:
KECIA HARPER-IHEM, Clerk

By [Signature]
DEPUTY

FORM APPROVED COUNTY COUNSEL
BY: Neal R. Kipnis [Signature]
NEAL R. KIPNIS DATE

EXHIBIT A

Riverside County Community Health Agency
Department of Public Health
11-10212

Scope of Work

GOAL 1: Implement a comprehensive public health nutrition program to promote the 2010 Dietary Guidelines, increase fruit and vegetable consumption and physical activity among the Supplemental Nutrition Assistance Program Education (SNAP-Ed) eligible population.

Objective 1: (Infrastructure) Contractors will complete and submit all required reports and forms on or before each deadline and participate in a minimum of five Network-sponsored community events and trainings throughout the fiscal year.

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

Activities	Responsible Party	Deliverables	Timeframe
1) Complete all mandatory documentation on or before due date each contract year: survey monkey and the Semi-Annual Activity Reports (SAAR) survey (online), complete the Semi-Annual Progress Report, Annual Progress and Final Reports, which includes progress reports, progress report narratives, labeled attachments and deliverables and completed Education Administrative Reporting System (EARS) Activity Tracking Forms (ATF).	AD, PC, SC	Documents completed and submitted to Network	April 2012 Sept. 2012
2) Contractors with budgets over \$350,000 are required to attend regional trainings and/or teleconference on Impact Outcome Evaluation as offered.	AD, PC SC	Record of participation in activities	Oct. 2011 – Sept. 2012
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 Food Stamp Nutrition Education agencies and organizations conducting food stamp outreach when appropriate.	AD, PC, SC, HE, COW	Record of participation in activities	Oct. 2011 – Sept. 2012
4) Attend a minimum of two Regional Network related meetings (e.g., Fruit & Vegetable campaign meetings, collaborative meetings, etc.) to provide input into planning Network regional activities and participate in Network regional activities including the educational initiative efforts, and statewide initiatives.	AD, PC, SC, HE, COW	Copies of agendas, record of participation	Oct. 2011 – Sept. 2012
5) Attend a minimum of three Network-sponsored trainings and conferences that may include the following: Network Conference and other Network-sponsored regional trainings; California Conference of Local Health Department Nutritionists (CCLHDN) annual conference; Harvest of the Month (HOTM) Trainings; Other non-Network sponsored trainings that have been pre-approved by State Program Managers.	AD, PC, SC, HE, COW	Copies of agendas, record of participation	Oct. 2011 – Sept. 2012
6) Use United States Department of Agriculture (USDA) guidelines to ensure all activities are allowable and appropriately documented.	AD, PC, SC, HE, COW	Documents (on file)	Oct. 2011 – Sept. 2012
7) Attend Geographic Information Systems (GIS) basic or advanced trainings offered by the Network and use GIS as a tool to strategically plan interventions in communities. Use GIS to qualify sites in the community.	AD, PC, SC, HE, COW	Record of participation	Oct. 2011 – Sept. 2012

Legend: AD = Administrator, COW = Community Outreach Worker, HE = Health Educator, PC = Project Coordinator, RD = Dietitian, SC= Sub-contractor, RS = Research Specialist (Non-Network funded, contribution donated by Riverside County employee)
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EXHIBIT A

Scope of Work

GOAL 1: Implement a comprehensive public health nutrition program to promote the 2010 Dietary Guidelines, increase fruit and vegetable consumption and physical activity among the SNAP-Ed eligible population.

Objective 2: (Process) Establish key relationships by meeting at least four times per year and with one county CalFresh director or designee, one CalFresh Outreach/ community worker and work with the appropriate Food and Nutrition Services (FNS) funded partners to create a County Nutrition Action Plan (C-NAP) group.

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

Activities	Responsible Party	Deliverables	Timeframe
<p>1) Contractor will meet with CalFresh county director quarterly to establish the best plan of action to provide nutrition education and other resources to CalFresh recipients. Contractor will set up on-going communication throughout the year to maintain the relationship.</p> <p>a) Develop or strengthen relationship with local social service agencies to discuss food security and health issues.</p> <p>b) Identify a series of joint activities to integrate nutrition education for coordination.</p> <p>2) Contractor will connect with at least one CalFresh outreach/community workers quarterly to collaborate and coordinate outreach and nutrition education activities throughout the county.</p>	AD, PC, HE	Copies of agendas (on file), record of participation	Oct. 2011 – Sept. 2012
<p>2) Contractor will connect with at least one CalFresh outreach/community workers quarterly to collaborate and coordinate outreach and nutrition education activities throughout the county.</p>	PC, HE	Copies of agendas (on file), record of participation	Oct. 2011 – Sept. 2012
<p>3) Attend and/or establish a C-NAP group in the county to coordinate USDA food program interventions and efforts to increase food security in the target population.</p> <p>a) Include FNS funded and unfunded interested partners that serve the target population in the area food programs and nutrition education and outreach such as Supplemental Nutrition Assistance Program (SNAP), Women Infants and Children Supplemental Nutrition Program (WIC), and Child Nutrition Programs.</p> <p>b) Build on existing State or County Nutrition Action plan or obesity plan.</p> <p>c) Co-ordinate nutrition education messages with CalFresh outreach efforts throughout the county for the various USDA food programs; CalFresh, WIC, Summer Meals Program, Child and Adult Care Food Program (CACFP), school breakfast and lunch programs.</p> <p>d) Identify existing resources and assets of organizations in the county that promote the C-NAP.</p>	AD, PC, HE	List of collaborating members, meeting agendas	Oct. 2011 – Sept. 2012
<p>4) Provide nutrition expertise to county wellness efforts for the implementation nutrition related county policy. Use the policy as the basis for high quality nutrition education.</p>	AD, PC, HE	Summary of efforts	Oct. 2011 – Sept. 2012
<p>5) Provide a strategic plan report on the upcoming direction of the counties coordination with CalFresh and other C-NAP partners for the FFY 2013 including the County Nutrition Action Plan with roles, commitments, and timelines for action.</p>	AD, PC	Copy of the County Nutrition Action Plan, other strategic reports	Oct. 2011 – Sept. 2012

EXHIBIT A

Scope of Work

GOAL 1: Implement a comprehensive public health nutrition program to promote the 2010 Dietary Guidelines, increase fruit and vegetable consumption and physical activity among the SNAP-Ed eligible population.

Objective 3: (Process) At a minimum 150 unduplicated SNAP-Ed eligible individuals in the community will participate in a five class nutrition education series, repeated at least two times per year.

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

Activities	Responsible Party	Deliverables	Timeframe
1) Assess nutrition education needs of target population.	PC, SC, RS, HE, COW	Copy of needs assessment	Oct. 2011 – Nov. 2011
2) Make preparations for conducting a five class nutrition education series which will include skill-based lessons/activities. Preparations may include: organizing materials, selecting/developing class assessment survey, purchasing food samples.	PC, SC, HE, COW	Sample of lesson plans, copy of class assessment survey(s)	Oct. 2011 – June 2012
3) Train staff to conduct nutrition education series. Contact and collaborate with Regional Network staff for training assistance if using the <i>Fruit and Vegetable and Physical Activity tool kit lessons</i> .	PC, SC, HE, COW	Training agenda	Oct. 2011 – Sept. 2012
4) Conduct nutrition education series, which will include a minimum of five classes in each series. Skill-based lessons/activities will be integrated into each series, such as cooking activities, label reading etc. Each class will use <i>Network</i> approved materials and follow 2010 Dietary Guidelines.	PC, SC, HE, COW, RD	Sign-in sheets (on file), # of classes taught, unduplicated # of participants, ATF	Oct. 2011 – Sept. 2012
5) Conduct quality assurance, such as class assessment surveys; and oversight, such as site visits/observations of classes and summarize findings.	AD, PC, SC	Summary of visits and observations, survey results, and result of findings	Oct. 2011 – Sept. 2012

Scope of Work

GOAL 1: Implement a comprehensive public health nutrition program to promote the 2010 Dietary Guidelines, increase fruit and vegetable consumption and physical activity among the SNAP-Ed eligible population.

Objective 4: (Process) Conduct at a minimum two nutrition/physical activity promotion special events to reach a minimum of 200 (unduplicated) SNAP-Ed eligible community members.

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

Activities	Responsible Party	Deliverables	Timeframe
1) Collaborate with partners including Regional Campaigns when planning nutrition/physical activity promotion events.	PC, SC, HE, COW	Meeting notes for each event	Oct. 2011 – Sept. 2012
2) Prepare for each event by identifying target audience, organizing materials and intervention strategies to be used, training staff, selecting method of event evaluation, and methods of promotion of event such as use of flyers and update of webpage.	PC, SC, HE, COW	Planning notes, training agenda, evaluation tool	Oct. 2011 – Sept. 2012
3) Conduct a minimum of two nutrition education/physical activity promotion special events such as nutrition education at health fairs, community festivals, farmers' markets, and retail events.	PC, SC, HE, COW	Event flyer, # reached, photos, ATF	Oct. 2011 – Sept. 2012

EXHIBIT A

Scope of Work

GOAL 1: Implement a comprehensive public health nutrition program to promote the 2010 Dietary Guidelines, increase fruit and vegetable consumption and physical activity among the SNAP-Ed eligible population.

Objective 5: (Process) Provide a minimum of six nutrition education activities, inclusive of kick-off event, in support of local and regional "ReThink Your Drink" healthy beverage education efforts to reach 5,000 SNAP-Ed eligible individuals in qualifying communities.

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

Activities	Responsible Party	Deliverables	Timeframe
1) Attend a minimum of one Regional Network ReThink Your Drink nutrition education Train the Trainer workshop and one ReThink Your Drink media and spokesperson training. Contractor may attend a State-sponsored Network training if a Train the Trainer workshop is not available with the Region. a) Integrate the current ReThink Your Drink nutrition education materials obtained from your Regional Collaborative and Regional Media training into your county ReThink Your Drink nutrition education activities.	PC, SC, HE, COW	Training agendas, list of training materials used in activities	Feb. 2012 - July 2012
2) Provide a minimum of one County Health Agency (Dental, Diabetes, WIC, Infant Health, CalFresh etc.) with training on ReThink Your Drink campaign messages and nutrition education materials such as posters, pamphlets, flyers, etc.	PC, SC, HE, COW	Copies of training agenda, sign in logs	Feb. 2012 - Sept. 2012
3) In coordination with Regional Collaborative event planning, conduct a County ReThink Your Drink kick-off event, or public education event.	PC, SC, HE, COW	Photos, press releases, event flyer	Feb. 2012 - Sept. 2012
4) Provide nutrition education promoting healthy beverage options at least 4 times during the course of the contract year youth and/or adults. Sample activities may include: a) Instruction on ReThink Your Drink nutrition education lessons and optional taste testing of healthy beverages. b) Displaying ReThink Your Drink nutrition education materials: posters, pamphlets, flyers, etc. c) Hosting a Healthy Beverage nutrition education booth, exhibit, display or table at qualifying events. d) Using template state developed ReThink Your Drink media pieces such as press releases, articles, etc. in local publications that reach the target audience. e) Provide relevant model policies promoting healthy beverage options to county and community programs. Note that all nutrition education materials must be approved by the Network prior to distribution, with preference for use of existing State Network ReThink Your Drink branded materials.	PC, SC, HE, COW	Flyers, Lesson Plans, Photos	Feb. 2012 - Sept. 2012

EXHIBIT A

Scope of Work

Activities	Responsible Party	Deliverables	Timeframe
5) Participate in Regional and State evaluation efforts, at minimum providing process evaluation data to Regional and/or State evaluators.	PC, SC, HE, COW	ATF	Feb. 2012 – Sept. 2012
6) Upon request, assist with additional State Network directed evaluation activities, which may include: obtaining input from intermediaries via electronic or printed surveys, conducting informal consumer testing of new materials, and/or implementing brief consumer surveys.	PC, SC, HE, COW	As requested	Feb. 2012 – Sept. 2012

EXHIBIT A

Scope of Work

GOAL 1: Implement a comprehensive public health nutrition approach to promote the 2010 Dietary Guidelines, increase fruit and vegetable consumption and physical activity among the SNAP-Ed eligible population.

Objective 6: (Process) Conduct *Communities of Excellence in Nutrition, Physical Activity and Obesity Prevention (CX³)* in three to seven SNAP-Ed eligible low-income neighborhoods.

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

Activities	Responsible Party	Deliverables	Timeframe
1) After receipt of data analysis, complete all template Communications Tools for each neighborhood surveyed.	AD, PC, SC, RS, HE, COW	Completed Communication Tools	June - July 2012
2) Based on CX ³ findings, prioritize identified problem areas with stakeholders, community groups, and organizations. a) Using Communications Tools, present findings to a variety of stakeholders, involving community members where appropriate. Ensure commitment from local health department leadership to focus resources in selected neighborhoods. b) Host three – five nutrition education community forums/town halls reaching at least 75 neighborhood residents or individuals from the target population to review CX ³ findings and determine greatest areas of concern as well as provide dynamic nutrition education. c) Identify potential neighborhood Champions including Champion retail food sources for future intervention work and campaigns. d) For the benefit of the target population, provide CX ³ findings to all relevant city/county level departments* (e.g., planners, redevelopment agencies, etc.) where data on the CX ³ neighborhoods would guide/inform decisions and promote increase access to healthy food. e) Provide CX ³ findings to city/county officials as a way to engage in the Let's Move or other initiative and to track improvements in increasing access to healthy food. f) As relevant, share CX ³ findings with local media to highlight areas of concern and opportunities for action.	AD, PC, SC, RS, HE	a) List of presentation outlines b) Forum/Town hall Agenda c) List of Champions d) List of engaged departments with contact dates e) List of county/city officials with contact dates f) Media journal, clippings	a) June 2012 – Aug. 2012 b) July 2012 – Sept. 2012 c) July 2012 – Sept. 2012 d) July 2012 – Sept. 2012 e) July 2012 – Sept. 2012 f) June 2012 – Sept. 2012
3) Identify <i>Network</i> allowable interventions and utilize to create a CX ³ strategic community-focused action plan. Submit action plan to <i>Network</i> Program Manager for review and approval.	AD, PC, SC, HE	CX ³ Implementation Plan	Feb. 2012 - Sept. 2012

EXHIBIT A

Scope of Work

GOAL 1: Implement a comprehensive public health nutrition program to promote the 2010 Dietary Guidelines, increase fruit and vegetable consumption and physical activity among the SNAP-Ed eligible population.

Objective 7: (Impact/Outcome) By July 31, 2012 carry out and report on an Impact/Outcome Evaluation (IOE) to assess change in fruit and vegetable consumption and related factors such as access to fruit and vegetables at home and perceived parental consumption among a group of a minimum 100 SNAP-Ed eligible youth.

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

Activities	Responsible Party	Deliverables	Timeframe
<p>1) Based on IOE plan developed in previous contract year, administer <i>Network Youth</i> or High School Survey to target audience at intervention sites, using identification numbers (not names) to protect participant privacy. Pre-tests are to be administered prior to intervention, and post-tests after the intervention to measure change in consumption and related factors.</p> <p>Contractors working with 3rd-8th grade youth must use the <i>Network Youth Survey</i>; and those working with 9th-12th grade youth must use the <i>Network High School Survey</i>.</p>	PC, SC, HE, COW	Matched surveys	Oct. 2011 – June 2012
<p>2) Create a data file with pre-test and post-test survey data using <i>Network</i> provided code sheets and, when possible, using <i>Network</i> provided data entry templates. The data file must contain a minimum of 100 matched pre- and post-tests. Complete data analysis.</p>	PC, SC, HE	Data file	Oct. 2011 – July 2012
<p>3) Develop an evaluation plan in concert with the Program Manager and Research and Evaluation Unit (REU) for the next contract year. Findings from current and prior evaluations will be used to refine nutrition education activities and increase rigor of the subsequent intervention and evaluation.</p>	PC, SC, HE	IOE Plan	May 2012 – July 2012
<p>4) Submit a set of IOE report documents, using <i>Network</i> templates, by July 31st to the Program Manager and REU. This will include: a) IOE Final Report. b) Data file. c) IOE Plan for upcoming year.</p> <p>If conducting both an IOE with children and an IOE with adults a separate report and plan for each IOE is submitted to REU.</p>	AD, PC, HE	IOE Report, data file, IOE Plan	July 2012

EXHIBIT A

Scope of Work

GOAL 1: Implement a comprehensive public health nutrition program to promote the 2010 Dietary Guidelines, increase fruit and vegetable consumption and physical activity among the SNAP-Ed eligible population.

Objective 8: (Process) Complete at least 10 single-session nutrition education classes in the community to reach a minimum of 500 unduplicated SNAP-Ed eligible individuals.

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

Activities	Responsible Party	Deliverables	Timeframe
1) Assess nutrition education needs of target population.	RS, PC, SC, HE	Copy of needs assessment Meeting agendas	Oct. 2011 – Sept. 2012 Oct. 2011 – Sept. 2012
2) Collaborate with partners to plan and/or conduct classes. The same lesson can be taught at multiple sites.	PC, SC, HE, COW	Sample of lesson plans, copy of assessment survey(s)	Oct. 2011 – Sept. 2012
3) Make preparations for conducting classes using topics from the 2010 Dietary Guidelines which will include skill-based lessons/activities, adult learning theories and taste test /cooking demonstration. Preparations may include: organizing materials, selecting/developing class assessment survey, purchasing food samples.	PC, SC, HE, COW, RD	Samples/ documentation of recruitment methods used Training agenda	Oct. 2011 – Sept. 2012 Oct. 2011 – Sept. 2012
4) Recruit participants through Champion Moms, Community Based Organizations (CBOs), CalFresh offices, WIC or other C-NAP partners to increase participation in classes.	PC, SC, HE, COW	Sign in sheets (on file), total number reached Summary of visits and observations, survey results, and planned changes as a result of findings	Oct. 2011 – Sept. 2012 Oct. 2011 – Sept. 2012
5) Train non nutrition staff (i.e. community workers) to conduct nutrition education classes. Train Champion moms to assist with nutrition education classes and to share their personal experience. Provide quarterly trainings to review lesson plans and answer questions to ensure quality scientifically accurate nutrition education is being taught.	PC, SC, HE		
6) Conduct at least 10 single sessions to reach a minimum of 250 unduplicated SNAP-Ed eligible individuals.	PC, SC, HE, RD		
7) Conduct quality assurance, such as class assessment surveys; and oversight, such as site visits/observations of classes.	AD, PC, SC		

EXHIBIT A

Scope of Work

GOAL 1: Implement a comprehensive public health nutrition program to promote the 2010 Dietary Guidelines, increase fruit and vegetable consumption and physical activity among the SNAP-Ed eligible population.

Objective 9: (Process) Implement and evaluate at least seven months of Harvest of the Month (HOTM) to reach 24,000 SNAP-ED eligible school age students.

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

Activities	Responsible Party	Deliverables	Timeframe
1) Recruit and train a minimum of one lead teacher from each participating HOTM site to promote and support HOTM activities within the schools. a) Provide a minimum of two HOTM specific trainings for a minimum of 30 minutes to selected lead teachers. b) Convene semi-annual meetings of lead teachers to provide HOTM updates.	SC, PC, HE	List of lead teachers names for each site, sign in sheets (on file)	Oct. 2011 – Sept. 2012
2) Collaborate and coordinate with the School Nutrition Program on HOTM activities to establish working relationship with the district's school nutrition director and meet at least once per contract year. Major goal of collaboration is to achieve the following coordination: a) HOTM produce items are highlighted on the menu at least two times per month. b) HOTM posters displayed in the cafeteria and/or create HOTM bulletin boards in the cafeterias. c) School nutrition staff at eligible school sites assists in planning, organizing, and/or distributing the featured HOTM produce items to the teachers for monthly taste testing, classroom cooking, and/or special events. d) Provide at least one HOTM training for a minimum of 30 minutes for school nutrition staff and child care setting staff.	SC, PC, HE	List of produce items provided to classrooms for taste testing, # of HOTM trainings provided to Food Service staff, report posters/bulletin boards on ATF	Oct. 2011 – Sept. 2012
3) Contact and set up meetings with school administrators at each eligible site to provide HOTM orientations/updates with goal to provide school administrators (principals, superintendent, school board) with an overview of HOTM activities, highlights and evaluation results (at the beginning and again at the end of the year). Distribute sample HOTM materials/flyer.	SC, PC, HE	# of meetings, # of administrators attending each meeting	Oct. 2011 – Sept. 2012
4) Distribute HOTM educator packets to all participating HOTM educators for at least seven months.	SC, PC, HE, COW	Log of when and where packets were distributed.	Oct. 2011 – Sept. 2012
5) Advocate for increased educator participation in HOTM activities throughout the year by sending out HOTM email reminders to educators, visiting schools and classrooms to present HOTM activities and materials and conducting informal HOTM learning opportunities such as "lunch and learns."	SC	Teacher contact log	Oct. 2011 – Sept. 2012