

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

Invoices must be submitted to:

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

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

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

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

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

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

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

VIII. FEDERAL SHARE REQUIREMENTS

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

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

IX. FUNDING REQUIREMENTS

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

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

X. RECORD RETENTION

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

XI. RIGHT TO MONITOR AND AUDIT

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

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

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

XII. CORRECTION OF PERFORMANCE DEFICIENCIES

1. Failure by CONTRACTOR to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.
2. In the event of a non-cured breach, COUNTY may, at its sole discretion and in addition to immediate termination and any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a. Afford CONTRACTOR thereafter a time period within which to cure the breach, which period shall be established at sole discretion of COUNTY, and/or
 - b. Discontinue reimbursement to CONTRACTOR for and during the period in which CONTRACTOR is in breach, which reimbursement shall not be entitled to later recover; and/or
 - c. Withhold funds pending duration of the breach; and/or
 - d. Offset against any monies billed by 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 relieved 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.

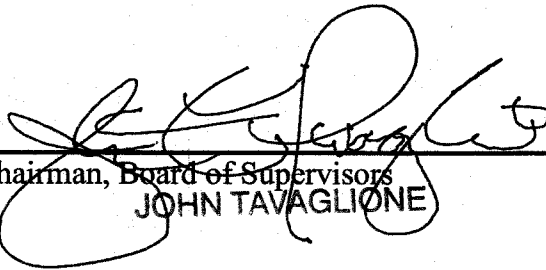
CLERK'S COPY

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

Thank you.

XIII. EFFECTIVE DATE AND SIGNATURES

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



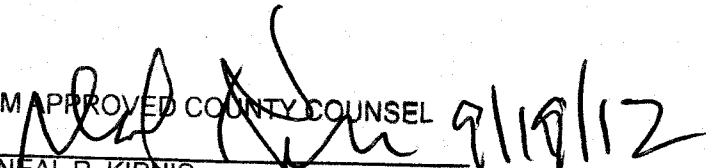
Chairman, Board of Supervisors
JOHN TAVAGLIONE

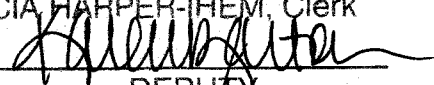
Lisa Howell
Assistant Superintendent
Business Services

OCT 02 2012

Date

Date

FORM APPROVED COUNTY COUNSEL
BY:  9/19/12
NEAL R. KIPNIS DATE

ATTEST:
KECIA HARPER-IHEM, Clerk
By 
DEPUTY

**Exhibit A
Scope of Work**

County of Riverside Dept. of Public Health
Grant Number: 12-10194

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

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

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

Exhibit A
Scope of Work

Riverside County Public Health Dept.
12-10194

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

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

Social Ecological Model:

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

Activities	Responsible Party	Deliverables	Timeframe
<p>[REDACTED]</p> <p>Monkeys, the Semi-Annual Progress Report, Annual Progress and Final Reports, which includes progress reports, progress report narratives, labeled attachments and deliverables, and completed Education Administrative Reporting System (EARS) Activity Tracking Forms (ATF) on or before due date each grant year.</p>	<p>Administrator (AD), Project Coordinator A,B (PC), Contract Manager A,B(CM), Administrative Assistant A,B (AA)</p> <p>Sub-grantee (Sub) A,B,C,D,E</p>	<p>Documents completed and submitted to Network</p> <p>Semi Annual reports due on April 15 each year</p> <p>Annual reports due on September 30 of each year</p>	<p>10/01/2012-9/30/2016</p>
<p>[REDACTED]</p> <p>including programmatic and fiscal onsite or desk reviews. Upon request, provide documentation to the Network and follow protocols to ensure compliant with requirements.</p>	<p>AD,PC (A,B),CM, Accountant/Finance Analyst A,B (AF)</p> <p>Sub A,B,C,D,E</p>	<p>Documents upon request</p> <p>Onsite request</p>	<p>10/01/2012-9/30/2016</p>
<p>[REDACTED]</p> <p>Unit (CCMU) Reviews bi-annually including responding to CCMU Reports and Correction Action Plans (CAPs).</p>	<p>AD,CM,AF(A,B),</p> <p>Sub A,B,C,D,E</p>	<p>Document preparation</p> <p>Onsite review</p> <p>CAP</p>	<p>10/01/2012-9/30/2016</p>

Exhibit A
Scope of Work

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

Exhibit A
Scope of Work

Activities	Responsible Party	Deliverables	Timeframe
<p>14. At the end of the grant term grantee will compile a Demographics Profile report, using most recent available data, at the county-level including the following:</p> <ul style="list-style-type: none"> a. CHIS b. Fitnessgram data c. SNAP Program Access Index (PAI) d. Retail Food Environment Index (RFEI) and e. Pediatric Nutrition Surveillance System (PedNSS) <p>This report will describe demographic findings compared to early demographic assessment (i.e., Form 4, "Profile Jurisdiction, and Demographics of Target Population"). A template of the report will be provided by the Network PM.</p>	<p>RS</p>	<p>Completed Template NEOP report form</p>	<p>Final Report due: 9/30/2016</p>

**Exhibit A
Scope of Work**

Activities	Responsible Party	Deliverables	Timeframe
<p>2. Convene CNAP group (or other existing nutrition education obesity prevention group) at a minimum of four times per year to implement the plan of action. Coordinate USDA food program interventions and efforts to increase food security in the target population.</p> <ul style="list-style-type: none"> a. Include FNS funded and unfunded interested partners serving the target population in the areas of food programs, nutrition education and outreach such as SNAP, UC CalFresh Nutrition Education Program, Women Infants and Children Supplemental Nutrition Program (WIC), and Child Nutrition Programs (Summer meals, Child and Adult Care Food Program (CACFP), school breakfast and lunch programs b. Coordinate nutrition education messages with CalFresh outreach efforts throughout the county for the various USDA food programs; CalFresh, WIC, and Child Nutrition Programs c. In funded Community Transformation Grant (CTG) counties include CTG partners to coordinate and complement efforts in designated counties d. Identify existing resources and assets of organizations in counties promoting CNAP priorities 	<p>PC (A,B), N (A,B)</p>	<p>List of collaborating members, Meeting agendas</p>	<p>Report Annually: 10/01/2012- 9/30/2016</p>
<p>3. Apply public health approaches to identify, track, and promote existing policies in the county related to access to healthy foods and beverages and physical activity.</p>	<p>PC (A,B),N (A,B), HE(A-I)</p>	<p>Summary of efforts template</p>	<p>Report Annually: 10/01/2012- 9/30/2016</p>

Exhibit A
Scope of Work

Riverside County Public Health Dept.
12-10194

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

Objective 3: (Process) By September 30, 2013, complete the *Communities of Excellence in Nutrition, Physical Activity and Obesity Prevention (CX³)* neighborhood assessment or reassessment process in (7-12) SNAP-Ed-eligible neighborhoods.

Social Ecological Model:

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

Activities	Responsible Party	Deliverables	Timeframe
<p>1. CX³ Training/Meetings: Participate in all Network-sponsored CX³ assessment related trainings and meetings:</p> <ul style="list-style-type: none"> a. CX³ orientation, b. Geographic Information System (GIS) mapping c. Survey/Field work, d. Data collection on reading your data e. Others as needed <p>The trainings shall prepare for the neighborhood assessment of the food and physical activity environment including:</p> <ul style="list-style-type: none"> a. Walkability assessments b. Access to healthy foods c. Opportunities for PA, d. Identify food desserts in the eligible community etc. 	<p>PC (A), HE (A,D,G), COW (A - F) Sub B,C,D,E</p>	<p>Training/meeting agendas, certificate of completions</p>	<p>10/1/2012-09/30/2013 10/1/2015-9/30/2016</p>
<p>2. Provide at least (3) CX³ presentations to a variety of the target stakeholders explaining the project, encourage participation, and utilization of data. Stakeholders include: health department leadership, community organizations (e.g., coalitions, collaboratives), and events with neighborhood residents, city/county officials.</p>	<p>PC (A), HE(A,D,G), RS, Program Assistant (PA)</p>	<p>Presentation Outline(s)</p>	<p>10/1/2012-03/31/2013 10/1/2015-3/31/2016</p>

Exhibit A
Scope of Work

Riverside County Public Health Dept.
12-10194

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

Objective 4: By September 30, 2016, prioritize identified problem areas based on CX³ findings and feedback from at least three community forums to reach (75) community members, and utilize to develop and implement at least (3) Network allowable interventions with environmental supports.

Social Ecological Model:

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

Activities	Responsible Party	Deliverables	Timeframe
<p>1. Using communications tools (e.g., fact sheets, briefs) present findings to a variety of stakeholders, involving community members where appropriate.</p> <p>a. Host three – five nutrition education obesity prevention community forums/town halls reaching at least 75 neighborhood residents or individuals from the target population to review CX³ findings and determine greatest areas of concern as well as provide dynamic nutrition education obesity prevention strategies</p> <p>b. Provide CX³ findings to all relevant city/county level departments and officials (e.g., planners, etc.) where data on the CX³ neighborhoods would guide/inform decisions and promote increased access to healthy food</p> <p>c. Identify potential neighborhood Champions including Champion retail food sources for future intervention work and campaigns</p> <p>d. As relevant, share CX³ findings with local media to highlight areas of concern and opportunities for action (e.g. newspaper, television)</p> <p>2. Create and Submit CX³ Implementation Strategy Narrative to Network Program Manager for review and approval prior to implementation.</p>	<p>PC (A,B), HE (A,B,D,G), COW (A-E), RS,PA</p> <p>Sub A,B,C,D,E</p>	<p>Forum/Town hall Agenda</p> <p>List of county/city officials with contact dates</p> <p>List of Champions</p> <p>CX³ Media highlights</p>	<p>10/01/2013-03/01/2014</p> <p>10/01/2015-03/01/2016</p>
	<p>AD,PC (A), HE(G)</p> <p>Sub A,B,C,D,E</p>	<p>Strategic Narrative submitted to Network Program Manager</p>	<p>8/01/2013-9/30/2013</p> <p>8/01/2016-9/30/2016</p>

**Exhibit A
Scope of Work**

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

Objective 5: (Process) Collaborate with (3) community groups and (3) other organizations to engage (75) neighborhood members to identify at least two food and beverage strategies in (2) qualifying communities to increase access and consumption of healthy foods and beverages.

Social Ecological Model:

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

Activities	Responsible Party	Deliverables	Timeframe
<p>1. Collaborate with new partners to form a sub group of the CNAP or independent food council. Meet at least four times per year to improve the food and nutrition environment in the designated county.</p> <p>Examples of key partners include:</p> <ul style="list-style-type: none"> a. Agriculture Commission b. Hunger Advocates c. Social Justice groups d. Residents e. Youth 	<p>PC (A,B), N (A,B), HE(A-I)</p> <p>Sub A,B,C,D,E</p>	<p>List of members, Summary of meeting results</p>	<p>Report Annually: 10/01/2012- 9/30/2016</p>
<p>2. Through CX³ assessment in qualifying neighborhoods identify gaps in access and consumption of healthy foods and beverages and physical activity opportunities.</p>	<p>PC (A,B),HE(G)</p> <p>Sub A,B,C,D,E</p>	<p>Assessment results</p>	<p>10/01/2012 – 9/30/2013</p> <p>10/01/2015- 09/30/2016</p>

Exhibit A
Scope of Work

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

Objective 6: (Process) Annually, a minimum of (3,250 – 5,000) unduplicated SNAP-Ed-eligible individuals in the community will participate in (150-175) evidence-based nutrition-education classes designed to increase consumption of healthy foods and improve self-efficacy to promote change at the individual, family and organizational level.

Social Ecological Model:

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

Activities	Responsible Party	Deliverables	Timeframe
<p>[REDACTED] education and develop a plan of action. Specifically focused on increasing the access and consumption of healthy foods, <i>Harvest of the Month</i>, MyPlate, the 2010 Dietary Guidelines for Americans (DGAs), and the needs of the target population.</p>	<p>PC (A),N (A,B), HE(A-I) Sub A,B,C,D,E</p>	<p>Results of the Assessment, Plan of Action</p>	<p>Report Annually: 10/1/2012-9/30/2016</p>
<p>[REDACTED] education classes. If classes are utilized as part of the Impact/Outcome Evaluation, a minimum of a five-class series is required. Each class will include skill-based lessons/activities, such as cooking activities, label reading etc. Each class will use Network-approved materials and follow 2010 Dietary Guidelines. Preparations may include:</p> <ul style="list-style-type: none"> a. Organizing materials, b. Selecting class assessment survey c. Purchasing food samples 	<p>PC (A), N (A,B), HE (A-I), COW (A-E), Sub A,B,C,D,E</p>	<p>Copies of lesson plans</p>	<p>Report Annually: 10/1/2012-9/30/2016</p>

**Exhibit A
Scope of Work**

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

Objective 7: (Process) Annually, conduct a minimum of (4) community events to reach (6,650) SNAP-Ed-eligible individuals promoting healthy foods and beverages and physical activity and invite local media outlets to highlight (1-2) of these events.

Social Ecological Model:

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

Activities	Responsible Party	Deliverables	Timeframe
<p>1. Conduct a minimum of (2-4) nutrition education obesity prevention promotional events. Coordinate at least (1-2) local media and public relations effort that highlights Network-signature promotions, which may include :</p> <ul style="list-style-type: none"> a. Fruit and Veggie Fest b. Juneteenth c. Latino Health Awareness Month d. Food Day 	<p>PC (A),N (A,B), HE(A-I), COW (A-E), Community Liaison (CL) Sub A,B,C,D,E</p>	<p>List of coordinated events.</p>	<p>Report Annually: 10/1/2012-9/30/2016</p>
<p>2. Provide local support for the minimum of one Network media-related effort. Activities may include:</p> <ul style="list-style-type: none"> a. Participation in launch event b. Serving as local spokesperson c. Providing comment and feedback on media-related materials d. Participating on relevant workgroups e. Collaborate with partners when planning nutrition/physical activity promotion events 	<p>PC (A),N (A,B),HE (A-I), COW (A-E), CL Sub A,B,C,D,E</p>	<p>Log or list of support activities provided for events</p>	<p>Report Annually: 10/1/2012-9/30/2016</p>

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Scope of Work**

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

Objective 8: (Process) Annually, provide a minimum of five nutrition-education activities, inclusive of kick-off event, in support of local and regional *Rethink Your Drink* healthy beverage education efforts to reach (3,000-5,000) SNAP-Ed-eligible individuals in qualifying communities and promote and support the minimum of one environmental change that enhances *Rethink Your Drink* efforts.

Social Ecological Model:

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

Activities	Responsible Party	Deliverables	Timeframe
<p>[REDACTED] education Train the Trainer workshop and one <i>Rethink Your Drink</i> media and spokesperson training.</p> <p>a. Integrate approved <i>Rethink Your Drink</i> nutrition education materials from your Regional Collaborative and messages from the Regional Media training into designated county's <i>Rethink Your Drink</i> nutrition education activities and events.</p>	<p>PC (A),N (A,B),HE (A-I), COW (A-E), CL, Sub A, B,C,D,E</p>	<p>Training agendas, list of training materials used in activities</p>	<p>Report Annually: 10/1/2012-9/30/2016</p>
<p>2. Provide (2-3) trainings to County Health Agency (Dental, Diabetes, Infant Health, CalFresh, WIC, community clinics) on <i>Rethink Your Drink</i> campaign messages and nutrition education materials such as posters, pamphlets, flyers, etc.</p>	<p>PC (A), N (A,B), HE(A-C,D)</p>	<p>Copies of training agenda, Sign in logs, Copy of materials</p>	<p>Report Annually: 10/1/2012-9/30/2016</p>
<p>[REDACTED] County Health Department, <i>Rethink Your Drink</i> kick-off event, or public education event which includes invitations to local media.</p>	<p>PC (A),N (A,B), HE (B,D,F,G), COW (A-E), CL Sub A,B,C,D,E</p>	<p>Photos, press releases, Event flyer</p>	<p>Report Annually: 10/1/2012-9/30/2016</p>

**Exhibit A
Scope of Work**

Activities	Responsible Party	Deliverables	Timeframe
<p>[REDACTED]</p> <p>with local partners to increase and promote access to healthy beverage options through public health approaches. Submit summary of local strategies to PM for review and approval. Some strategies may include:</p> <ul style="list-style-type: none"> a. Collaborate with local school district to update their wellness policy to reduce access to sugar-sweeten beverages and provide more healthy beverages option in appropriate serving sizes on campus b. Reduce sugar-sweeten beverages (SSBs) from county welfare offices, public housing units, city parks and recreational facilities and/or school vending machines in eligible settings serving low-income populations and provide healthy beverage alternatives in appropriate serving sizes c. Encourage partners to provide free drinking water to the public in common areas at such eligible venues: <ul style="list-style-type: none"> i. city and county facilities, ii. worksites, schools, iii. preschools, iv. afterschool programs v. community organizations d. Collaborate with local youth serving organizations working with low-income populations (such as parks and rec, sports leagues, booster clubs, etc.) to ensure that healthy beverages are available at community events for purchase e. Encourage organizations to seek healthy beverage sponsorships <p>[REDACTED]</p> <p>strategy in an eligible local setting serving the low-income population that increases healthy beverage options and enhances the <i>Rethink Your Drink</i> campaign efforts.</p> <p>[REDACTED]</p> <p>which may include:</p> <ul style="list-style-type: none"> a. Obtaining input from intermediaries via electronic or printed surveys b. Conducting informal consumer testing of new materials, and/or implementing brief consumer surveys 	<p>PC (A),N (A,B), HE (A-I)</p> <p>Sub A, B,C,D,E</p>	<p>Summary of local strategies</p>	<p>Report Annually: 10/1/2012-9/30/2016</p>
<p>[REDACTED]</p> <p>strategy in an eligible local setting serving the low-income population that increases healthy beverage options and enhances the <i>Rethink Your Drink</i> campaign efforts.</p> <p>[REDACTED]</p> <p>which may include:</p> <ul style="list-style-type: none"> a. Obtaining input from intermediaries via electronic or printed surveys b. Conducting informal consumer testing of new materials, and/or implementing brief consumer surveys 	<p>PC (A),N (A,B),HE (A-I)</p> <p>Sub A,B,C,D,E</p> <p>PC (A,B), N (A,B), HE (A-I),RS</p> <p>Sub A,B,C,D,E</p>	<p>Local strategies implemented</p> <p>Analysis of Survey results (includes future revisions needed)</p>	<p>Report Annually: 10/1/2012-9/30/2016</p> <p>Report Annually: 10/1/2012-9/30/2016</p>

Exhibit A
Scope of Work

Activities	Responsible Party	Deliverables	Timeframe
<p>2. Implement initial method for assessing status of each key intervention effort. The method may be key informant interview, focus group, observation, policy record, public opinion poll, knowledge survey, or other type of survey that will give you the baseline you need to move forward with change.</p>	<p>RS,PC (A),N (A,B), HE (B,C) Sub A,B,C,D,E</p>	<p>Year 1 Report of findings from initial baseline evaluation instrument; description of status of topic in the community; recommendations for direction of policy work on the topic</p> <p>Successive years Report of evaluation findings; status; recommendations</p> <p>Policy Plans of Action for both interventions</p>	<p>Report Annually: Year 1 3/1/2013-5/1/2013 3/1/2014-5/1/2014 3/1/2015-5/1/2015 3/1/2016-5/1/2016</p> <p>Report Annually: 6/1/2013-9/30/2015</p>
<p>3. Use evaluation results to update and modify targeted intervention Plans of Action. (Objective 2, Activity 4 and Objective 8, Activity 7)</p>	<p>AD,PC (A), N (A,B), HE (B,C) Sub A,B,C,D,E</p>		

Exhibit A
Scope of Work

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

Objective 10: (Process) Annually, a minimum of (5-10) Peer Educators will be recruited from the SNAP-Ed-eligible members in the community to reach a minimum of (50-100) peers in a minimum of (5-10) nutrition education/obesity prevention class series promoting food security as well as individual, family and organizational changes.

Social Ecological Model:

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

Activities	Responsible Party	Deliverables	Timeframe
<p>1. Recruit Peer Educators in qualified communities from:</p> <ul style="list-style-type: none"> a. Skill-based nutrition education/obesity prevention series classes b. CBO participants c. CalFresh offices d. CNAP partners e. Community based health centers f. Faith-based organizations g. Parents at early childcare sites h. School/afterschool sites. <p>Target ethnic specific minorities with health disparities identified in the LHD Infrastructure Assessment.</p>	<p>PC (A),N (A,B), HE (A-I), COW (A-E) Sub A,B,C,D,E</p>	<p>Documentation of recruitment efforts.</p>	<p>Report Annually: 10/1/2012-9/30/2016</p>

Exhibit A
Scope of Work

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

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

Social Ecological Model:

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

Activities	Responsible Party	Deliverables	Timeframe
<p>[REDACTED]</p> <p>Objective 6 if it is reasonably expected that sufficient participants will be taking part to demonstrate statistically significant results (n = 100 or more). Identify population for Outcome/Impact Evaluation. Determine if project will include a control group (also n of near 100). Develop Impact Outcome Evaluation (IOE) plan with Research and Evaluation staff. (This work may be done in proposal)</p>	<p>RS,PC (A), HE(C) Sub A,B,C,D,E</p>	<p>Description of IOE Plan</p>	<p>10/1/2012-11/30/2012</p>
<p>[REDACTED]</p> <p>or Rethink Your Drink surveys for adults (depending on the intervention) or Network Youth (children to grade 8), or Network High School Survey or Rethink Your Drink survey (high school) to target audience at intervention sites, using identification numbers (not names) to protect participant privacy. Pre-tests are to be administered prior to intervention, and post-tests afterwards to measure change in consumption and related factors. If desired, work with Research and Evaluation staff to add validated measures for additional behavioral determinants.</p>	<p>HE (C) Sub A,B,C,D,E</p>	<p>Matched surveys</p>	<p>10/1/2012-12/15/2012</p>

Exhibit A
Scope of Work

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

Objective 12: (Process) Annually, engage a minimum (7-16) of qualifying schools and (5-16) qualifying afterschool/extended break programs to reach (7,000 - 11,000) children and (75-400) parents to increase nutrition education and physical activity opportunities and social marketing strategies that increase access and consumption of healthy food and beverages at each site.

Social Ecological Model:

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

Activities	Responsible Party	Deliverables	Timeframe
<p>1. [REDACTED] resources and tools for the school and afterschool setting annually.</p>	<p>PC (A), HE (C,F), COW (A,D) Sub A,B,C,D,E AF,AD,CM</p>	<p>Record of participation List of sub-grantees</p>	<p>Report Annually: 10/01/2012-9/30/2016</p>
<p>2. Recruit schools as sub-grantees through local procurement procedures. [REDACTED] education interventions, wellness policy expansion and staff development in these areas from County Office of Education, school district and after school administrators. Facilitate ongoing communication with identified administrators supporting healthy school/afterschool campaigns.</p>	<p>HE (C,F) Sub A,B,C,D,E</p>	<p>List of Contacts List of Contacts Activity Tracking Form (ATF)</p>	<p>Report Annually: 10/01/2012-9/30/2016</p>

Exhibit A
Scope of Work

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

Exhibit A
Scope of Work

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

**Exhibit A
Scope of Work**

Activities	Responsible Party	Deliverables	Timeframe
<p>4. Provide orientation to members of the youth team. Orientation to include basic nutrition education information, importance of physical activity (through integration into comprehensive nutrition education lessons), taste testing, overview of youth-led participatory action research, and overview of youth development principles.</p>	<p>HE (F), COW (A-E) Sub A,B,C,D,E</p>	<p>Attendance sheets for meetings with youth team (on file), orientation outline</p>	<p>01/2013-09/2013</p>
<p>5. Following orientation, Adult Ally will meet with the youth team guiding them through the process of conducting youth-led projects. Additional technical assistance, training and support to Adult Ally and youth teams on conducting youth-led nutrition will be provided as needed by the State <i>Network</i> Youth Initiatives Consultant. With the support/guidance of the Adult Ally, the youth-led nutrition education project process includes the youth team:</p> <ol style="list-style-type: none"> a. Selecting the issue(s) to research b. Creating research tool and conducting the research project around selected issue(s) (the tool can be a survey, photo voice or video voice project, interviews etc.) c. Gathering information/data via the research tool and analyzing the data. Identifying public health approaches to reach solutions d. Preparing presentation/reports presenting to key stakeholders (such as PTA, School Staff, District Staff, Community Agencies, etc.) based on the data/information discovered by the research tool e. Conducting presentations to those leaders/stakeholders to share the findings from their research, in order to bring about necessary changes/improvement f. Documenting any changes in system or policy based on their project g. Conducting nutrition education and awareness activities to their peers, family members and the qualifying community to advance solutions 	<p>HE (F),CL Sub A,B,C,D,E</p>	<p>Attendance sheets from meetings (on file), copies of research tool, project and presentation/ reports created by youth team, document participation in activities via photos, press releases, media attention, or various newsletters, ATF</p>	<p>10/2013-09/2014</p>

Exhibit A
Scope of Work

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

Objective 14: (Process) Annually, qualify and engage (3-15) worksites using the *California Fit Business Kit (CFBK)* tools and provide technical assistance on CFBK tool implementation, nutrition education obesity prevention, and social marketing strategies to reach (225-1100) SNAP-Ed-eligible workers.

Social Ecological Model:

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

Activities	Responsible Party	Deliverables	Timeframe
1. Participate in all required <i>Network for a Healthy California - Worksite Program</i> trainings in person and/or via webinars.	HE (B), COW (D)	Agendas on file	Report Annually: 10/1/2012-9/30/2016
2. Collaborate with local and state <i>Network</i> partners to identify (2-5) existing qualified worksites and/or qualify new worksites for the <i>Worksite Program</i> .	HE (B), COW (D)	List of worksites identified & documented in ATF. Qualification forms on file. Partnership agreements	Report Annually: 10/1/2012-9/30/2016

Exhibit A
Scope of Work

Activities	Responsible Party	Deliverables	Timeframe
<p>6. Assess additional educational opportunities for worksite employees. As allowed by worksite employer consent and available personnel, provide additional nutrition education lessons to worksites based on the results of the needs assessment on topics prioritized by worksite employees</p>	<p>HE (B), COW (D)</p>	<p>Nutrition education lesson plans on file. Record of nutrition education lessons & documented in ATF</p>	<p>Report Annually: 10/1/2014-09/30/2016</p>
<p>7. Connect worksites with community partners to provide a minimum of (2-4) worksite health promotion events such as:</p> <ul style="list-style-type: none"> a. Health fairs, b. Health education, c. Farmers' markets, d. Other health-related events that support healthy worksites. 	<p>HE (B), COW (D)</p>	<p>Event Fliers & Photos. Record of conducted events & documented in ATF</p>	<p>Reported Annually: 10/1/2012-9/30/2016</p>

**Exhibit A
Scope of Work**

Activities	Responsible Party	Deliverables	Timeframe
<p>4. Coordinate, promote, and conduct (1-2) promotional events at participating stores that highlight healthy changes in GIS-qualified communities. Collaborate with the produce industry, food security organizations, and/or local decision makers, if available, on these events. Secure donations for events.</p>	<p>HE (D), COW (A-E)</p>	<p>Calendar of events, photos of events, evaluation summary of promotional activities</p>	<p>Report Annually: 10/1/2012- 9/30/2016</p>
<p>5. Distribute and maintain appropriate nutrition-education materials such as the <i>Harvest of the Month</i> community newsletters, posters, signage, recipe cards, wobblers, magnets, window clings, <i>Rethink Your Drink</i> materials, hardware, in-store audio, CalFresh materials, etc., to qualifying stores, based on the size of the store. Update monthly.</p>	<p>HE (D), COW (A-E)</p>	<p>Product Usage Report from the Online Ordering System</p>	<p>Report Annually: 10/1/2012- 9/30/2016</p>
<p>6. Partner with (2-4) local farmers, farmers' markets, wholesale distributors, and/or community supported agriculture programs to facilitate business connections to the 2-4) qualifying retailers, with the goal of increasing access to fresh local, affordable produce.</p>	<p>HE (D), COW (A-E)</p>	<p>Partnership Agreements and Plans of Action</p>	<p>Report Annually: 10/1/2013- 9/30/2016</p>
<p>7. Provide technical assistance to (2-4) qualifying retailers on approaches to increase availability and promotion of healthy food and beverage purchases, such as:</p> <ul style="list-style-type: none"> a. Promoting healthy items through placement/promotion strategies b. Promoting healthy items through reduced pricing strategies c. Improving the selection, quantity, and quality of more healthy food items throughout the store d. Actively engaging in Farm to Fork efforts that promote seasonal produce items matching the monthly <i>Harvest of the Month</i> education elements e. Encouraging corner store conversion projects with other funding sources 	<p>HE (D), COW (A-E)</p>	<p>Log of technical assistance activities, summary of outcomes</p>	<p>Report Annually: 10/1/2013- 9/30/2016</p>

Exhibit A
Scope of Work

Activities	Responsible Party	Deliverables	Timeframe
<p>3. Identify (20-30) qualifying early-childhood care and education sites. Engage site decision makers to conduct a self-assessment with a <i>Network</i> provided tool, related to nutrition education and obesity prevention strategies and healthy site changes; parents should be engaged as appropriate.</p>	<p>PC (A), HE (C) Sub A,B,C,D,E</p>	<p>Site contact list Self-assessment results</p>	<p>Report Annually: 10/1/2013 – 6/30/2016</p>
<p>4. Compile materials and provide training for early childhood care and education sites. Training should include existing assessment tools and USDA approved existing nutrition education materials, and should cover, at minimum, the following topics:</p> <ul style="list-style-type: none"> a. Early childhood care and education site nutrition and physical activity self-assessment b. Healthy nutrition and physical activity site policy development c. Nutrition education and physical activity promotion for young children (basic nutrition education, how to conduct a lesson, how to integrate lessons with other education content, etc.) d. Nutrition education and physical activity promotion for the parents of young children (basic nutrition education, how to conduct a lesson, etc.) e. How to implement healthy food demonstrations/taste tests f. Engaging parents in healthy eating and active living decision-making processes (e.g., parent advisory boards, parent/peer advocate organizations, etc.) g. Evaluation Basics 	<p>PC (A), N (A,B), HE (C) Sub A,B,C,D,E</p>	<p>Training lesson plans, training materials, training dates, list of trained sites</p>	<p>Report Annually: 10/1/2013 – 6/30/2016</p>

**Exhibit A
Scope of Work**

Activities	Responsible Party	Deliverables	Timeframe
<p>8. Contact (10-15) medical/dental providers/clinics that primarily serve qualifying children birth to five and their families; to provide training and education packets. Conduct at least one provider training annually; that advances and promotes the same nutrition education messages and obesity prevention strategies as those used by engaged early-childhood care and education sites.</p>	<p>HE (C) Sub A,B,C,D,E</p>	<p>Provider/clinic contact list, meeting agendas, sign-in sheets and/or activity logs</p>	<p>Report Annually: 10/1/2013 – 9/30/2016</p>
<p>9. Engage providers as community leaders to advance and promote healthy community changes that combat childhood obesity (e.g., to prioritize healthy eating and physical activity discussions with parents of young children; provide in-office nutrition education materials, posters, and counter signage; speak in various community venues regarding the importance of healthy eating and active living; etc.).</p>	<p>HE (C) Sub A,B,C,D,E</p>	<p>Meeting agendas</p>	<p>Report Annually: 07/1/2014–9/30/2016</p>

Activities	Responsible Party	Deliverables	Timeframe
<p>5. Assigned staff will provide technical support to church members. Conduct walkability assessment and conduct assessment of foods prepared, provided, and sold at church events applying <i>Network-</i> provided tools. Apply assessment results to develop strategies for improving the quality of foods served at church-related functions and events, and increase physical activity opportunities. Strategies may include:</p> <ul style="list-style-type: none"> a. Implement and promote healthier fundraisers such as healthy food items, jog-a-thons, dance-a-thons, fruit stands etc. b. Implement cooking classes referencing the <i>African American Cookbook</i> or <i>Latino Flavors of My Kitchen Cookbook</i> c. Include nutrition education and physical activity in children's programs, youth meetings, Sunday-School classes, Vacation Bible School, etc. d. Actively engage in Farm to Fork initiatives to increase fruit and vegetable consumption which may include hosting farmers markets on site or using local fresh ingredients in the church's food preparations. 	<p>PC (A), HE (A,D), COW (A-E) Sub B,C,D,E</p>	<p>Technical assistance Log, assessment results Strategies and timeline</p>	<p>Report Annually: 10/1/2013-9/30/2016</p>
<p>6. Assigned staff will provide technical assistance to the site based on the results of the assessments (outlined in Activity 5). The site leadership will advance, implement and promote healthy environmental changes at the church, such as:</p> <ul style="list-style-type: none"> a. Create an overarching healthy food and beverage policy for church celebrations and meetings. Ensure healthy foods and beverages are provided and limit choices high in fat, sugar, and sodium. b. Initiate a community garden at the church c. Initiate on-going walking clubs for church members. Pursue and establish joint-use agreements with city-schools to create opportunities for increased community physical activity d. Develop a healthy donation and distribution policy for churches operating food pantries or food closets 	<p>HE (A,D), COW (A-E) Sub B,C,D,E</p>	<p>Copies of implemented policies, pictures etc.</p>	<p>Report Annually: 10/1/2013-9/30/2016</p>

NETWORK FOR A HEALTHY CALIFORNIA

Time Log

Contract Name: County of Riverside DOPH

Contract #: 12-10194 NLP

Staff Name: _____

Title/Position: _____

Hourly Rate: _____

Location: PSUSD

Month/Day		Nutrition Education Hours	Physical Activity Hours	Administrative Task	Paid Time Off
October	1				
October	2				
October	3				
October	4				
October	5				
October	6				
October	7				
October	8				
October	9				
October	10				
October	11				
October	12				
October	13				
October	14				
Hours		0.00	0.00	0.00	0.00

Month/Day		Nutrition Education Hours	Physical Activity Hours	Administrative Task	Paid Time Off
October	15				
October	16				
October	17				
October	18				
October	19				
October	20				
October	21				
October	22				
October	23				
October	24				
October	25				
October	26				
October	27				
October	28				
October	29				
October	30				
October	31				
Hours		0.00	0.00	0.00	0.00

Record time in 15 minute increments, using decimals to record partial-hour increments (i.e., .25, .50, and .75.)

Paid time off (e.g., vacation, sick leave, holiday time, etc.) should be recorded as the actual paid vacation, paid sick time or paid holiday time earned per the organization's policies. These types of earnings must be prorated by the FTE budgeted in the contract –e.g., if a .50 FTE employee takes a vacation day, that employee would record 4 hours of vacation time for that day.

Total Hours 0.00 times Hourly Rate \$0.00 Total Cost \$ 0

Staff Signature: _____

Staff Date: _____

Supervisor Signature: _____

Supvr Date: _____

**SUBCONTRACTOR BUDGET JUSTIFICATION
NAME OF SUBCONTRACTOR OR TBD**

Exhibit C

October 1, 2012 - September 30, 2013
FFY 2013

Contractor: County of Riverside DOPH/PSUSD
Contract #: 12-10194

A PERSONNEL SALARIES:

1. Name and Position Title		2. Annual Salary	3. Total FTE (as a decimal)	4. Percentage FTE Time for Administrative Duties	5. Percentage FTE Time for Direct Delivery	6. Total Dollars
POSITIONS						
1.	Name: Lenea Pollett Title: Nutrition Coordinator/Project Coordinator	\$77,532	1.00	50%	50%	\$77,532.00
2.	Name: Monica Orta Title: Accountant/Finance Analyst (Accounting Technician)	\$36,212	0.25	25%		\$9,053
3.	Name: Teacher Stipends (26)(\$200 including benefits)	\$5,200				\$5,200
SUBTOTAL		\$ 118,944.00	1.25	75%	50%	\$ 91,785.00

SAMPLE POSITION DESCRIPTIONS:

Accountant/Finance Analyst	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.
Nutritionist/Nutrition Educator/Nutrition Aide	Provides nutrition education to the neop eligible population. Specific duties include: one-on-one general nutrition education, delivery of general nutrition education in a classroom or group setting, staffing health fairs and other community or promotional events where nutrition education messages are delivered, distribution of linguistically and culturally appropriate nutrition education materials, documentation of educational and other encounters, assisting with writing project reports and preparation of quarterly reports, maintaining program reporting and tracking systems.
Project Coordinator	Coordinate program staff and nutrition education activities; plan and follow through on outreach and educational events at health fairs, schools, and other promotional activities; work with schools, churches, farm worker organizations, and community organizations in planning and promoting good health through dissemination of nutrition education materials; actively acquire and develop culturally and linguistically competent nutrition curriculum and educational materials; to promote existing and/or to develop new physical activity promotional components of nutrition education; and expand our existing community outreach program to encompass nutritional components to increase community awareness and knowledge of good nutrition and healthy active lifestyles.

**SUBCONTRACTOR BUDGET JUSTIFICATION
NAME OF SUBCONTRACTOR OR TBD**

FFY 2013

October 1, 2012 - September 30, 2013

Exhibit C

**Contractor: County of Riverside DOPH/PSUSD
Contract #: 12-10194**

<p>Teacher/Student Aide/Assistant</p>	<p>Assists the Nutritionists, Health Educators, and Project Coordinator with nutrition education activities and community events that promote healthy eating and physical activity for low-income families, the target population, Food Stamp recipients and other similar households. 100% direct delivery of educational services.</p>
<p>Teacher (pre-K-12 Classroom), PE, Speech, etc)</p>	<p>Coordinates, facilitates, modifies, develops, and demonstrates lessons on nutrition and promotes physical activity for students and their families. Supports nutrition education program goals through promotion; local, regional, and statewide collaboration; and close coordination with the Registered Dietitian to train staff.</p>

B. FRINGE BENEFITS:

Includes payroll taxes and medical/dental benefits at 42.53% of salaries
(42.53% x \$ 91,785 = \$ 39,036)

\$39,036

SUBTOTAL: \$39,036

Total Dollars

C. OPERATING EXPENSES:

Office Supplies (paper, copying, etc): \$50 per month
Goal 1: Objectives 3, 8, 11, 13, 12, 16

\$600.00

SUBTOTAL: \$600.00

D. EQUIPMENT EXPENSES:

None

SUBTOTAL: \$ -

E. TRAVEL AND PER DIEM:

Misc. Travel
Network Statewide Conference (2-3 days)
California Obesity Conference (2-days)
Goal 1: Objective 12:

\$2,000

SUBTOTAL: \$2,000.00

F. SUBCONTRACTORS:

1. Nutrition and Health Education, Chef in the Classroom (school hours), and Junior Chef Programs (ASES/IOE) - \$65,000
Goal 1: Objectives 3, 8, 11, 13, 12, 16

\$70,000.00

SUBCONTRACTOR BUDGET JUSTIFICATION
NAME OF SUBCONTRACTOR OR TBD
FFY 2013
October 1, 2012 - September 30, 2013

Contractor: County of Riverside DOPH/PSUSD
Contract #: 12-10194

Total Dollars

2. Harvest of the Month Trio Boxes \$12 x (417 teachers) 1x/year - Approx \$5,000
Goal 1: Objective 12

SUBTOTAL: \$70,000.00

G. OTHER COSTS:

1. Nutrition Education materials and supplies \$77.67/month X 12 Mos = approx. \$ 932
Goal 1: Objectives 3, 8, 11, 13, 12, 16

\$932.00

SUBTOTAL: \$ 932

DIRECT COST SUBTOTAL: \$ 204,353

H. INDIRECT COSTS:

\$ 204,353 X 6.59% = \$13,467 Total Direct Costs
or ___% of Modified Directs (provide what costs to be included)

\$13,467

SUBTOTAL: \$ 13,467

TOTAL AWARD: \$ 118,944.00 125% 75% 50% \$ 217,820

PSUSD INVOICE AND REPORT DELIVERABLES TIMELINE

For

Federal Share *Network for a Health California*

(October 1, 2012 through September 30, 2013)

ITEM	PERIOD	FORMAT	DUE DATE
Quarter 1 Invoice	October 1, 2012 through December 31, 2012	Electronic & signed hard copy	01/31/2013
Quarter 1 Deliverables	October 1, 2012 through December 31, 2012	Hard copy of all deliverables labeled and filed by objective	01/16/2013
Quarter 2 Deliverables	January 1, 2013 through March 31, 2013	Hard copy of deliverables labeled and filed by objective	04/03/2013
Activity Tracking Form (ATF)	October 1, 2012 through Mar 31, 2013	Electronic	04/03/2013
Semi-Annual Activity Report (SAAR)	October 1, 2012 through Mar 31, 2013	Electronic	04/03/2013
Semi-Annual Progress Report and Narrative	October 1, 2012 through Mar 31, 2013	Electronic	04/03/2013
Quarter 2 Invoice	January 1, 2013 through March 31, 2013	Electronic & signed hard copy	04/15/2013
Quarter 3 Invoice	April 1, 2013 through June 30, 2013	Electronic & signed hard copy	07/15/2013
Quarter 3 Deliverables	April 1, 2013 through June 30, 2013	Hard copy of deliverables labeled and filed by objective	07/16/2013
Impact / Outcome Evaluation – Final Report and Data Files	October 1, 2012 through May 31, 2013	Electronic & hard copy	7/8/2013
Quarter 4 Deliverables	June 30, 2013 through September 30, 2013	Hard copy of deliverables labeled and filed by objective	3/2013
Activity Tracking Form (ATF)	April 1, 2013 through September 30, 2013	Electronic documents	10/03/2013
Annual Progress Report and Narrative	April 1, 2013 through September 30, 2013	Electronic	10/3/2013
Quarter 4 Invoice	July 1, 2013 through September 30 2013	Electronic & signed hard copy	10/15/2013

Special Terms and Conditions

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

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

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

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

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

Index of Special Terms and Conditions

1. Federal Equal Employment Opportunity Requirements	17. Human Subjects Use Requirements
2. Travel and Per Diem Reimbursement	18. Novation Requirements
3. Procurement Rules	19. Debarment and Suspension Certification
4. Equipment Ownership / Inventory / Disposition	20. Smoke-Free Workplace Certification
5. Subcontract Requirements	21. Covenant Against Contingent Fees
6. Income Restrictions	22. Payment Withholds
7. Audit and Record Retention	23. Performance Evaluation
8. Site Inspection	24. Officials Not to Benefit
9. Federal Contract Funds	25. Four-Digit Date Compliance
10. Intellectual Property Rights	26. Prohibited Use of State Funds for Software
11. Air or Water Pollution Requirements	27. Use of Small, Minority Owned and Women's Businesses
12. Prior Approval of Training Seminars, Workshops or Conferences	28. Alien Ineligibility Certification
13. Confidentiality of Information	29. Union Organizing
14. Documents, Publications, and Written Reports	30. Contract Uniformity (Fringe Benefit Allowability)
15. Dispute Resolution Process	31. Lobbying Restrictions and Disclosure Certification
16. Financial and Compliance Audit Requirements	

1. Federal Equal Opportunity Requirements

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

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

Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

2. Travel and Per Diem Reimbursement

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

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

3. Procurement Rules

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

a. Equipment definitions

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

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

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

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

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

To secure equipment above the annual maximum limit of \$50,000, the Contractor shall make arrangements through the appropriate CDPH Program Contract Manager, to have all remaining equipment purchased through CDPH's Purchasing Unit. The cost of equipment purchased by or through CDPH shall be deducted from the funds available in this Agreement. Contractor shall submit to the CDPH Program Contract Manager a list of equipment specifications for those items that the State must procure. The State may pay the vendor directly for such arranged equipment purchases and title to the equipment will remain with CDPH. The equipment will be delivered to the Contractor's address, as stated on the face of the Agreement, unless the Contractor notifies the CDPH Program Contract Manager, in writing, of an alternate delivery address.

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

invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor and/or subcontractor for inspection or audit.

- h. CDPH may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under Paragraphs b and/or c of Provision 3 by giving the Contractor no less than 30 calendar days written notice.

4. Equipment Ownership / Inventory / Disposition

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

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

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

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

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

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

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

- b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.
- c. Unless otherwise stipulated, CDPH shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.
- d. The Contractor and/or Subcontractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.

- (1) In administering this provision, CDPH may require the Contractor and/or Subcontractor to repair or replace, to CDPH's satisfaction, any damaged, lost or stolen state equipment and/or property. Contractor and/or Subcontractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the CDPH Program Contract Manager.
- e. Unless otherwise stipulated by the program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, shall only be used for performance of this Agreement or another CDPH agreement.
- f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor shall provide a final inventory report of equipment and/or property to the CDPH Program Contract Manager and shall, at that time, query CDPH as to the requirements, including the manner and method, of returning state equipment and/or property to CDPH. Final disposition of equipment and/or property shall be at CDPH expense and according to CDPH instructions. Equipment and/or property disposition instructions shall be issued by CDPH immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, CDPH may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different CDPH agreement.

g. Motor Vehicles

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

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

Automobile Liability Insurance

- (a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of \$1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, to the Contractor and/or Subcontractor.

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

5. Subcontract Requirements

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

- a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing \$5,000 or more. Except as indicated in Paragraph a(3) herein, when securing subcontracts for services exceeding \$5,000, the Contractor shall obtain at least three bids or justify a sole source award.
 - (1) The Contractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.
 - (2) The State may identify the information needed to fulfill this requirement.

- (3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:
- (a) A local governmental entity or the federal government,
 - (b) A State college or university from any State,
 - (c) A Joint Powers Authority,
 - (d) An auxiliary organization of a California State University or a California community college,
 - (e) A foundation organized to support the Board of Governors of the California Community Colleges,
 - (f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,
 - (g) Entities of any type that will provide subvention aid or direct services to the public,
 - (h) Entities and/or service types identified as exempt from advertising in State Contracting Manual 5.80. View this publication at the following Internet address:

<http://www.ols.dgs.ca.gov/Contract+Manual/Chapters4through6.htm>

- b. CDPH reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.
- (1) Upon receipt of a written notice from CDPH requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by CDPH.
- c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of \$5,000 or more are subject to the prior review and written approval of CDPH. CDPH may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by CDPH.
- d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by CDPH, make copies available for approval, inspection, or audit.
- e. CDPH assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.
- f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.
- g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.
- h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:
- "(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from CDPH to the Contractor, to permit CDPH or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."
- i. Unless otherwise stipulated in writing by CDPH, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.
- j. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 19, 20, 24, and 31 or other numbered provisions herein that deemed applicable.

6. Income Restrictions

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

7. Audit and Record Retention

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

- a. The Contractor and/or Subcontractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- b. The Contractor's and/or subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- c. Contractor agrees that CDPH, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896).
- d. The Contractor and/or Subcontractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.
 - (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
 - (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- e. The Contractor and/or Subcontractor shall comply with the above requirements and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code § 10115.10, if applicable.
- f. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.
- g. The Contractor shall, if applicable, comply with the Single Audit Act and the audit reporting requirements set forth in OMB Circular A-133.

8. Site Inspection

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

9. Federal Contract Funds

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

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
- b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.
- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- d. CDPH has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

10. Intellectual Property Rights

a. Ownership

- (1) Except where CDPH has agreed in a signed writing to accept a license, CDPH shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.
- (2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.
 - (a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing

those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.

- (3) In the performance of this Agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of CDPH's Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of CDPH's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of CDPH. **Except as otherwise set forth herein, neither the Contractor nor CDPH shall give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to CDPH, Contractor agrees to abide by all license and confidentiality restrictions applicable to CDPH in the third-party's license agreement.
- (4) Contractor agrees to cooperate with CDPH in establishing or maintaining CDPH's exclusive rights in the Intellectual Property, and in assuring CDPH's sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to CDPH all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or CDPH and which result directly or indirectly from this Agreement or any subcontract.
- (5) Contractor further agrees to assist and cooperate with CDPH in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce CDPH's Intellectual Property rights and interests.

b. Retained Rights / License Rights

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

c. Copyright

- (1) Contractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such

person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to CDPH to any work product made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.

- (2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, shall include CDPH's notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2007, etc.], Department of Health Care Services. This material may not be reproduced or disseminated without prior written permission from the Department of Health Care Services." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

d. Patent Rights

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

e. Third-Party Intellectual Property

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

f. Warranties

- (1) Contractor represents and warrants that:
- (a) It is free to enter into and fully perform this Agreement.
 - (b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
 - (c) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.
 - (d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.

- (e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.
 - (f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to CDPH in this Agreement.
 - (g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
 - (h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.
- (2) CDPH MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

g. Intellectual Property Indemnity

- (1) Contractor shall indemnify, defend and hold harmless CDPH and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of CDPH's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. CDPH reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against CDPH.
- (2) Should any Intellectual Property licensed by the Contractor to CDPH under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve CDPH's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to CDPH. CDPH shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for CDPH to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, CDPH shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.
- (3) Contractor agrees that damages alone would be inadequate to compensate CDPH for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges

CDPH would suffer irreparable harm in the event of such breach and agrees CDPH shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

h. Federal Funding

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

i. Survival

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

11. Air or Water Pollution Requirements

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

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

12. Prior Approval of Training Seminars, Workshops or Conferences

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

13. Confidentiality of Information

- a. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.
- b. The Contractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.
- c. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH Program Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.

- d. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than CDPH without prior written authorization from the CDPH Program Contract Manager, except if disclosure is required by State or Federal law.
- e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.
- f. As deemed applicable by CDPH, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

14. Documents, Publications and Written Reports

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

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

15. Dispute Resolution Process

- a. A Contractor grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Contractor and CDPH, the Contractor must seek resolution using the procedure outlined below.
 - (1) The Contractor should first informally discuss the problem with the CDPH Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.
 - (2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.
- b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5, commencing with Section 251, California Code of Regulations.)
- c. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations,

and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.

- d. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Program Contract Manager.
- e. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the CDPH Program Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

16. Financial and Compliance Audit Requirements

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

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

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

17. Human Subjects Use Requirements

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

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

18. Novation Requirements

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

19. Debarment and Suspension Certification

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

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

20. Smoke-Free Workplace Certification

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

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

21. Covenant Against Contingent Fees

(Applicable only to federally funded agreements.)

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

22. Payment Withholds

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

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

23. Performance Evaluation

(Not applicable to grant agreements.)

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

24. Officials Not to Benefit

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

25. Four-Digit Date Compliance

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

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

26. Prohibited Use of State Funds for Software

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

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

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

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

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

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

28. Alien Ineligibility Certification

(Applicable to sole proprietors entering federally funded agreements.)

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

29. Union Organizing

(Applicable only to grant agreements.)

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

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

30. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

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

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

prior to the agreement term cannot be claimed as allowable costs. See Provision f (3)(a) for an example.

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

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

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

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

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

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

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

31. Lobbying Restrictions and Disclosure Certification

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

a. Certification and Disclosure Requirements

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

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

b. Prohibition

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

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY

Attachment 1

to Riverside County Clerk of the Board of Supervisors
Post Office Box 1147, Riverside, CA 92502-1147
Thank you.

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

Contract / Grant Number

Date

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

California Department of Public Health

JOHN TAVAGLIONE

Printed Name of Person Signing for Contractor

Signature of Person Signing for Contractor

CHAIRMAN, BOARD OF SUPERVISORS

Title

ATTEST:
KECIA HARPER-JHEM, Clerk

By [Signature]
DEPUTY

FORM APPROVED COUNTY COUNSEL
BY: [Signature] 10/3/12
NEAL R. KIPNIS DATE

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

CERTIFICATION REGARDING LOBBYING

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

Approved by OMB
0348-0046

<p>1. Type of Federal Action:</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.