

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
STD 213 (CDPH Form 2011)

☐ Check here if additional pages are added: page(s)

REGISTRATION NUMBER

EP 1181406

AGREEMENT NUMBER

11-10234

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

California Department of Public Health

(Also referred to as CDPH or the State)

CONTRACTOR'S NAME

Monterey County Health Department

(Also referred to as Contractor)

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

3. The maximum amount of this Agreement is: \$ 700,000  
Seven Hundred Thousand Dollars

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of this Agreement.

Exhibit A - Scope of Work

51 pages

Exhibit B - Budget Detail and Payment Provisions

4 pages

Exhibit B, Attachment I - Budget

5 pages

Exhibit C - General Terms and Conditions

GTC 610

Exhibit D(F) - Special Terms and Conditions (Attached hereto as part of this agreement)

25 pages

[Notwithstanding Provision 6 which does not apply to this agreement]

Exhibit E - Additional Provisions

3 pages

Exhibit F - Contractor's Release

1 pages

Exhibit G - Travel Reimbursement Information

2 pages

Exhibit H - Information Privacy and Security Requirements

10 pages

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

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

**CONTRACTOR**

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

Monterey County Health Department

BY (Authorized Signature)



DATE SIGNED (Do not type)

10/12/11

PRINTED NAME AND TITLE OF PERSON SIGNING

Ray Bullick, Director of Health

ADDRESS

1270 Natividad Rd.  
Salinas, CA 93906

**STATE OF CALIFORNIA**

AGENCY NAME

California Department of Public Health

BY (Authorized Signature)

 CHRISTINE AURE

DATE SIGNED (Do not type)

10/14/11

PRINTED NAME AND TITLE OF PERSON SIGNING

Sandra Winters, Chief, Contracts and Purchasing Services Section

ADDRESS

1501 Capitol Avenue, Suite 71.5178, MS 1802, PO Box 997377  
Sacramento, CA 95899-7377

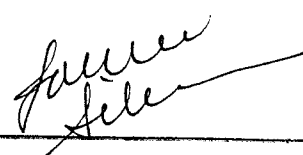
California Department of  
General Services Use Only

APPROVED

OCT 24 2011

DEPT OF GENERAL SERVICES

☐ Exempt per.



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.

County of Monterey

Ray Bullick

Name of Contractor

Printed Name of Person Signing for Contractor

11-10234

Contract / Grant Number

Signature of Person Signing for Contractor

10/11/11

Date

Director of Health

Title

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


California Department of Public Health

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

CCC-307

**CERTIFICATION**

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

|   |  |   |
|---|--|---|
| <i>Contractor/Bidder Firm Name (Printed)</i><br>County of Monterey  |  | <i>Federal ID Number</i><br>94-60005245 |
| <i>By (Authorized Signature)</i><br> |  |   |
| <i>Printed Name and Title of Person Signing</i><br>Ray Bullick, Director of Health                                    |  |   |
| <i>Date Executed</i><br>10/11/11  | <i>Executed in the County of</i><br>Monterey |   |

**CONTRACTOR CERTIFICATION CLAUSES**

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

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

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

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

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
STD 219 (CDPH Rev. 2/11)

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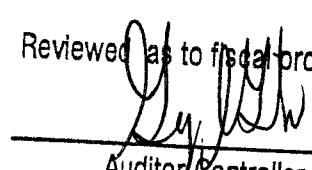
10 pages

APPROVED AS TO INDEMNITY/  
INSURANCE LANGUAGE

Reviewed as to fiscal provisions

By: 

Date: 10/7/11

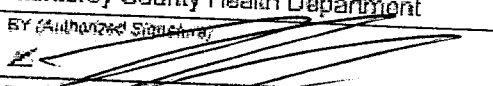
  
Auditor/Controller  
County of Monterey

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

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

**CONTRACTOR**

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)  
Monterey County Health Department

BY (Authorized Signature)  


DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Ray Bullick, Director of Health

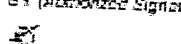
ADDRESS

1270 Natividad Rd.  
Salinas, CA 93906

**STATE OF CALIFORNIA**

AGENCY NAME

California Department of Public Health

BY (Authorized Signature)  


DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Sandra Winters, Chief, Contracts and Purchasing Services Section

ADDRESS

1501 Capitol Avenue, Suite 71.5178, MS 1802, PO Box 997377  
Sacramento, CA 95899-7377

California Department of  
General Services Use Only

☐ Exempt per.



**Exhibit A  
Scope of Work**

**1. Service Overview**

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

- A. The mission of the *Network for a Healthy California (Network)* is to create innovative partnerships that work with low-income Californians to increase fruit and vegetable consumption, physical activity and food security with the goal of preventing obesity and other diet-related chronic diseases per Health and Safety code 104650-104655. To support this goal, this contract will implement a coordinated regional program that provides integrated nutrition education interventions and physical activity promotion activities to the targeted population as described in Exhibit A, Scope of Work.
- B. The Contractor shall provide the specific services, deliverables, and objectives specified in the approved SOW and any subsequent formal amendments approved in writing as required pursuant to this agreement.
- C. The Contractor shall cooperate with CDPH or its designee by participating in meetings and/or site visits as CDPH may deem necessary to monitor Contractor compliance with the agreement.

**2. Project Representative**

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

|   |  |
|---|--|
| <b>California Department of Public Health</b><br>CDPH Contract Manager: Monica Regalado<br>Telephone: (916) 449-5931<br>Fax: (916) 449-5414<br>E-mail: <a href="mailto:monica.regalado@cdph.ca.gov">monica.regalado@cdph.ca.gov</a> | <b>Monterey County Health Department</b><br>Project Director: Niaomi Hrepich<br>Telephone: (831) 796-2872<br>Fax: (831) 424-0985<br>E-mail: <a href="mailto:hrepichns@co.monterey.ca.us">hrepichns@co.monterey.ca.us</a> |
|---|--|

- B. Direct all inquiries to:

|   |   |
|---|---|
| <b>California Department of Public Health</b><br><br><i>Network for a Healthy California</i><br>Attention: Shardool Doongursee<br>1616 Capitol Avenue, Suite 74.516, MS 7204<br>P.O. Box 997377, MS 7204<br>Sacramento, CA 95899-7377<br><br>Telephone: (916) 449-5433<br>Fax: (916) 449-5414<br>E-mail: <a href="mailto:shardool.doongursee@cdph.ca.gov">shardool.doongursee@cdph.ca.gov</a> | <b>Monterey County Health Department (Regional Network)</b><br><br>Niaomi Hrepich<br>632 E. Alisal St.<br><br>Salinas, CA 93905<br><br>Telephone: (831) 796-2872<br>Fax: (831) 424-0985<br>E-mail: <a href="mailto:hrepichns@co.monterey.ca.us">hrepichns@co.monterey.ca.us</a> |
|---|---|

- C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement.

**Exhibit A**  
**Scope of Work**

**3. Contractor Requirements**

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

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

| GOAL 1 implement a comprehensive public health nutrition approach to promote the 2010 Dietary Guidelines, increase fruit and vegetable consumption and physical activity among the Supplemental Nutrition Assistance Program-Education (SNAP-Ed) eligible population.  |  | Activity/Methods | Timeframe                             | Responsible Staff                      | Key Deliverables   |
|--|--|------------------|---------------------------------------|--|--|
| <b>Objective 1 Planning &amp; Evaluation - Strategic Plan:</b> By November 15, 2011 the Regional Network will update its strategic plan, media/public relations, and campaign/program operating plans to support Regional Network campaign and program activities, communications, media outreach, training, program operations, and evaluation efforts, and to engage Network-funded projects and partners in collaboration and coordination, as appropriate, to meet Scope of Work (SOW) benchmarks and to achieve Key Deliverables.   |  |                  |                                       |  |  |
| a) Update the following documents:   |  |                  | By November 15, 2011                  | PD, RC, Lat C, Rel C, PPC, PAS, MC, CC | Submit: Updated Strategic Plan; Internal Communications Plan; Media/PR plan and campaign and program and physical activity integration operating plans (one each per campaign and program awarded) |
| b) Strategic and Internal Communications Plans for program coordination/delivery and staff communications  |  |                  | By November 15, 2011                  | PD, RC                                 | Submit: Updated Strategic Plan; Internal Communications Plan   |
| b) Media and PR plan and campaign and program operating plans  |  |                  | By November 15, 2011                  | PD, Lat C, Rel C, PPC, PAS, MC, CC     | Submit: Media/PR plan and campaign and program and physical activity integration operating plans (one each per campaign and program awarded)   |
| <b>Objective 2 Planning &amp; Evaluation - Evaluation:</b> By September 30, 2012, the Regional Network will support up to two large-scale evaluation efforts and conduct regional evaluation activities, including one to four surveys, one case study, and three to six success stories   |  |                  |                                       |  |  |
| 1) Complete up to two formative research or evaluation projects for select campaigns and programs. Activities might include: participating in workgroups, and assessing the effectiveness of new materials and/or approaches with the Regional Network's connections with community partners and eligible low income adults and children. Evaluation design and protocols will be provided. Activities might be implemented by: obtaining input from informants via electronic or printed surveys, conducting informal consumer testing of new materials, or implementing brief consumer surveys, including conducting informal consumer testing of new materials or implementing brief consumer surveys |  |                  | October 1, 2011<br>September 30, 2012 | PD                                     | Submit: Complete evaluation instruments, summary of participation (SOW Report Form)  |
| Legend: PD: Project Director; RC: Regional Coordinator; MC: Media Plan Director; PAS: Physical Activity Specialist; CC: Collaborative Coordinator; Lat C: Latino Coordinator; Rel C: Rural Coordinator; PPC: Physical Health Leader; Ray: Community Health Assistant; Rel C: Social Coordinator; CH: Community Health Leader   |  |                  |                                       |  |  |

| Activity/Methods  | Timeframe                          | Responsible Staff         | Key Deliverables   |
|---|------------------------------------|---------------------------|--|
| 2) Implement US Department of Agriculture's (USDA) Education and Reporting System (EARS) and other reporting requirements, as required. Activities may include, but are not limited to: review and/or pilot testing of new data collection systems; participation in teleconferences; and provision of feedback on the reporting process.   | October 1, 2011-September 30, 2012 | PD, AC, Staff             | Submit: Summary of participation (SOW Report Form)   |
| 3) Implement a semi-annual training needs assessment survey. Activities may include participation in the survey design, dissemination, or statewide efforts to secure participation (e.g., engaging other network-funded projects and partners) as appropriate. Survey and assessment results should be used to drive the focus of future meetings, trainings, and information exchanges. | October 1, 2011-September 30, 2012 | PD, CC, RC                | Submit: Summary of participation (SOW Report Form) and critical analysis of results  |
| 4) Design and implement evaluation activities to assess the impact of regional activities for intermediaries serving the eligible low-income audience. Should address at minimum:   | October 1, 2011-September 30, 2012 | PD, CC, RC                | Submit: Training Evaluation Plan; summary of evaluation results and critical analysis of results; Standardized Post Evaluation; summary of evaluation results and critical analysis of results |
| a) Skills-based trainings   | October 1, 2011-September 30, 2012 | PD, CC, PAS               | Submit: Training Evaluation Plan; summary of evaluation results and critical analysis of results   |
| b) Promising Practices Exchange, Physical Activity Integration Resource Showcase, and collaborative meetings.   | October 1, 2011-September 30, 2012 | PD, CC, PAS               | Submit: Standardized Post Evaluation; summary of evaluation results and critical analysis of results   |
| c) Link with Network Communities of Excellence in Nutrition, Physical Activity and Obesity Prevention (CX3) activities to increase awareness of efforts occurring in the region.  | October 1, 2011-September 30, 2012 | PD, PAS, RC, CC, LALC, CC | Submit: Summary of participation and outcomes (SOW Report Form)  |
| d) Conduct survey of Regional Collaborative members to inform and to direct communications and efforts  | October 1, 2011-September 30, 2012 | CC                        | Submit: Summary and critical analysis of results   |
| Legend: PD, Project Director; RC, Regional Coordinator; M, Meet; CC, Coordinator; PAS, Physical Activity Specialist; CC, Collaborative Coordinator; LALC, Latino Assistant; PP, P, Plan; Plan Coordinator; PP, A, Project Plan Assistant; RC, Regional Coordinator; CC, Community CHL, Community Health Leader  |                                    |                           |  |

| Activity/Methods  | Timeframe                              | Responsible Staff       | Key Deliverables   |
|---|--|-------------------------|--|
| 7) Using the templates provided in the Regional Network Guidelines Manual, complete required campaign and program success stories and Nutrition Education Initiative case studies, including photos and case study executive summaries, as referenced below   | By August 1, 2012 - September 30, 2012 | All Staff               | Submit Completed case studies and success stories                        |
| a) Update Case Study for an existing initiative that has been advanced and enhanced during the contract period. Develop additional case studies for any new initiatives as the opportunity arises.  | By August 1, 2012 - September 30, 2012 | CC                      | Submit Completed case studies and success stories                        |
| b) One Children's Power Play Campaign success story focused on partner or child-led environmental change  | By September 30, 2012                  | PPC                     | Submit Completed case studies and success stories                        |
| c) One Refill Program success story focused on exceptional retailer, produce industry, or food security partnerships.   | By September 30, 2012                  | Rel C                   | Submit Completed case studies and success stories                        |
| d) One Physical Activity Integration Program success story focused on physical activity integration and promotion activities in the region  | By September 30, 2012                  | PAS                     | Submit Completed case studies and success stories                        |
| e) One Latino Campaign success story focused on consumer empowerment forum.   | By September 30, 2012                  | Lat C                   | Submit Completed case studies and success stories                        |
| f) As applicable, collect employee absenteeism and productivity data from worksite management and completed surveys from a sample of employees at participating Worksite Program sites.   | October 1, 2011 - September 30, 2012   | NWA                     | Submit data on absenteeism, productivity, and completed employee surveys |
| g) Implemented planning activities and actual large-scale evaluation studies of up to three targeted campaigns and programs, which may include studies for the Children's Power Play Campaign and Latino Campaign in FY 2012 and planning for an African American Campaign study scheduled for FY 2013. Potential impacts on regional achievement of Scope of Work objectives will be considered during study planning and addressed as needed.   | October 1, 2011 - September 30, 2012   | PD, Lat C, PPC          | Submit Summary of participation (SOW Report Form)                        |
| h) Assess the impact of changes to USDA target audience and intervention and qualification criteria, including changes to the number of qualifying census tracts using American Community Survey (ACS) data. Activities may include, but are not limited to: Quantify the number of previous partners, intervention sites, and low-income consumers in previously qualifying census tracts that became ineligible in FY 2012 as well as additional qualifying census tracts that may become eligible as new ACS data is released. Information will be considered in State analysis of mid-year and final progress reports | October 1, 2011 - September 30, 2012   | PD, Lat C, PPC<br>Rel C | Deliverable: Summary of analysis in progress report/narrative            |
| <b>Legend:</b> PP: Project Director, PC: Regional Coordinator, MC: Media Coordinator, WB: Physical Activity Specialist, CC: Nutrition Education Specialist, Rel C: Refill Coordinator, CL: Community Health Leader  |  |                         |  |

| Activity/Methods   | Timeline                                  | Responsible Staff | Key Deliverables  |
|--|---|-------------------|---|
| <b>Objective 3 Regional Coordination &amp; Training - Training:</b> From October 1, 2011 through September 30, 2012, serve as the regional resource on nutrition and physical activity for Network-funded projects and partners serving the eligible low-income population by assisting with up to three Network training opportunities and offering two to three region-sponsored training and resource sharing events. |   |                   |   |
| 1) Assess regional training needs and desires. Prioritize needs of all Network-funded projects in the region and Regional Collaborative partners.  | October 1, 2011 - September 30, 2012      | PD, CC            | Submit: Summary of responses and recommendations  |
| 2) Promote, publicize and provide logistics for Network trainings within the region. Engage Network-funded projects and partners serving the eligible low-income audience. Regional Networks can anticipate a maximum of three Network trainings during the contract period, per region. Activities include:   | October 1, 2011 - September 30, 2012      | PD, CC            | Submit: Summary of participation (SOW Report Form)  |
| a) Planning: Determine preferred date, secure appropriate facilities and arrangements, as needed   | October 1, 2011 - September 30, 2012      | PD, CC            | Submit: Summary of participation (SOW Report Form)  |
| b) Promotion: Using template flyers and alerts, notify prospective attendees including all Network-funded projects, Regional Collaborative partners, and others serving the eligible low-income target audience. Provide personalized outreach to all Network-funded contractors in the region   | October 1, 2011 - September 30, 2012      | PD, CC            | Submit: Summary of participation (SOW Report Form)  |
| 3) Implementation: one to two skills-based trainings. Trainings should meet identified regional needs from Activity 1 above. Regional Network staff will recruit appropriate expert speakers and coordinate logistics  | By November 15, 2011 - September 30, 2012 | PD, CC            | Submit: Training Evaluation Plan and components, completed electronic Activity Tracking Form (ATF), agendas, materials, summary and critical analysis of evaluation results |
| <b>Legend:</b> PD: Project Director; RC: Regional Coordinator; MC: Media Coordinator; PAB: Physical Activity Specialist; CC: Collaborative Coordinator; at CC: Training Coordinator; at A: Training Assistant; PPHC: Project Coordinator; PPA: Project Assistant; Ref C: Referral Coordinator; CHC: Community Health Center  |   |                   |   |

10

| Activity/Methods   | Timeframe                              | Responsible Staff              | Key Deliverables  |
|--|--|--------------------------------|---|
| c) As appropriate, share and disseminate information and resources received through participation in the Network Statewide Collaborative, Sub-Committees, the Network Operators Subcommittee and CAN Act (as applicable) with local projects, partners, and Regional Collaborative members.  | October 1, 2011-<br>September 30, 2012 | All Staff                      | On File: Sample communications  |
| c) Educate service clubs, community leaders, neighborhood associations, and decision makers on nutrition, physical activity, and food security issues affecting the eligible low-income population at a minimum of three occasions.  | October 1, 2011-<br>September 30, 2012 | All Staff                      | Submit: Summary of activities (SOW Report Form)   |
| c) At least once, educate and train local public health departments in the region on Network priorities, campaigns and programs, materials, websites, data resources, and key activities etc. Provide ongoing technical assistance to these departments throughout the term of the contract.   | October 1, 2011-<br>September 30, 2012 | PD                             | Submit: Agenda, materials, list of local health departments trained, summary and critical analysis of evaluations to include a discussion of outcomes |
| f) Include mechanisms for identification and dissemination of promising practices (electronic and web-based methods preferred).  | October 1, 2011-<br>September 30, 2012 | PD, CC                         | On File: Technical assistance log   |
| 2) Implement up to two channel or top o-specific discussions twice during the contract period, to bring together Network-funded projects to promote strategy discussions and programmatic brainstorming.   | October 1, 2011-<br>September 30, 2012 | PD, CC                         | Submit: Sample materials  |
| 3) Transition host support and update Regional Network website(s) developed under previous contract. Website must comply with Champions for Change branding guidelines (see Regional Network Guidelines Manual) and Regional Network Website Guidelines. Content and site design subject to review and approval prior to activation. The site and material may not be copyrighted and should be designed to be transitioned following the completion of the contract. At minimum provide | October 1, 2011-<br>September 30, 2012 | PD, Lai C, PBC, Ret C, PAS, CC | Submit: Meeting agenda materials & summary and critical analysis of evaluations   |
| a) Twice monthly updates including but not limited to Collaborative and/or regional calendar of events, highlights of regional and Collaborative activities, and recent relevant media and policy developments relating to nutrition and physical activity concerns of the eligible low-income population  | October 1, 2011-<br>September 30, 2012 | PD, MC                         | Submit: Website URL, website usage report (e.g., hits), summary of revisions/updates (SOW Report Form)  |
|  | October 1, 2011-<br>September 30, 2012 | PD, MC                         | Submit: Summary of revisions/updates (SOW Report Form)  |

Legend: PD: Project Director, RC: Regional Coordinator, MC: Media Coordinator, PAS: Physical Activity Specialist, CC: Collaborative Coordinator, Lai C: Public Health Assistant, PBC: Policy Coordinator, Ret C: Policy Assistant, CC: Community Health Leader



2

| Activity/Methods  | Timeframe                              | Responsible Staff   | Key Deliverables  |
|---|--|---|---|
| <p>1) Present and/or exhibit campaigns and programs materials and/or activities one to two times at statewide/state-level professional, trade, and other association conferences and meetings as appropriate. This may include: California Foundation for Agriculture in the Classroom conference or California School-Age Care conference (Children's Power Play Campaign), National Association of Latino Elected and Appointed Officials conference or Latino Coalition for a Healthy California conference (Lulirio Campaign), the California Black Health Network or Black Chamber of Commerce Leadership conference (African American Campaign), Produce Marketing Association of Fresh Produce and Floral Council (Retail Program), the California Active Communities' Physical Activity Conference (Physical Activity Integration), School Nutrition Association(s), California Conference of Local Health Department Nutritionists, California Conference of Local Health Officers, and others as appropriate.</p> | October 1, 2011 - September 30, 2012   | PD, Lai C, PPC<br>Ret C, PAS  | Submit: Summary of participation, number of people reached (SOW Report Form), presentation outline, handouts, materials                             |
| <p><b>Objective 5 Regional Coordination &amp; Training - Food Security/Nutrition Education Partnership Development:</b> By September 30, 2012, establish and strengthen working relationships among USDA-funded programs and regional partners to maximize efforts to provide nutrition education and physical activity promotion to eligible low-income consumers, including updating and implementing the existing plan to provide nutrition education in CalFresh offices and other emergency food outlets at least six times.</p>   |  |   | On file: Complete presentation  |
| <p>1) Establish and increase working relationships among local USDA-funded programs (CalFresh WIC, National School Breakfast, Lunch, Snack, Summer Programs, UC-FSNRP Child and Adult Care Food Program Sponsors, etc.) and link with regional partners to maximize efforts to provide nutrition education and physical activity promotion to the eligible low-income audience</p>  | October 1, 2011 - September 30, 2012   | PD, Lai C, PPC<br>Ret C, PAS, QC  | Submit: Summary of partnership activities and tangible outcomes (SOW Report Form)   |
| <p>2) Working with Network funded projects, CalFresh outreach partners, anti-hunger and food security advocates, local CalFresh offices, food pantries and cosers, and others serving the eligible low-income population, update the existing Nutrition Education Plan to offer or strengthen the quality of nutrition education at CalFresh offices and emergency food distribution sites. The plan should include measurable short-term and long-term goals addressing the type of education offered (self-guided and/or visual, class-based, etc.) and the number of education events for each location, a minimum of six times</p>  | November 15, 2011 - September 30, 2012 | PD, Lai C, PPC<br>Ret C, PAS, QC  | Submit: Nutrition Education Plan, progress updates  |
| <p>Legend: PD: Project Director, QC: Regional Coordinator, MC: Model Coordinator, PAS: Physical Activity Specialist, QC: CalFresh Outreach Coordinator, Lai C: CalFresh Outreach Coordinator, Ret C: CalFresh Outreach Coordinator, PPC: Physical Activity Specialist, Ret C: CalFresh Outreach Coordinator</p>   |  | Lai C: CalFresh Outreach Coordinator, Ret C: CalFresh Outreach Coordinator, PPC: Physical Activity Specialist, Ret C: CalFresh Outreach Coordinator | Lai C: CalFresh Outreach Coordinator, Ret C: CalFresh Outreach Coordinator, PPC: Physical Activity Specialist, Ret C: CalFresh Outreach Coordinator |

| Activity/Methods  | Timeframe                             | Responsible Staff          | Key Deliverables  |
|---|---------------------------------------|----------------------------|---|
| <b>Objective 6 Regional Coordination &amp; Training -Physical Activity Training and Technical Assistance for Network Partners:</b> From October 1, 2011 through September 30, 2012, improve the quality and quantity of physical activity integrated with nutrition education by planning, promoting, conducting, and evaluating 2 skill-based trainings; conducting 8 regional support mini trainings and presentations; conducting one Physical Activity Integration Resource Showcase; and providing technical assistance to 100 percent of the Network-funded projects in the region.   |                                       |                            |   |
| 1) Plan, promote, conduct, and evaluate interactive skill-based trainings for Network-funded projects and/or partners serving the eligible low-income target audience on existing physical activity resources, events, activities, and proven public health approaches to enhance their abilities to integrate high-quality physical activity into existing nutrition education programs. These skill-based trainings are anticipated to last two hours to a maximum of 15 participants. Training content should focus on Network resources such as Shape of Yoga, Power Up in 10, as well as highlighting the Fruit, Vegetable, and Physical Activity Toolbox for Community Educators, Power Up for Learning, and other resources as they become available. Trainings may also address other effective, approved non Network physical activity resources based on results of the Needs Assessment. | October 1, 2011<br>September 30, 2012 | PAS, PD                    | Submit: Agenda materials<br>Training Plan, including<br>Evaluation Plan, summary and<br>critical analysis of evaluations<br>Completed electronic ATF (# of<br>trainings, # of attendees,<br>evaluation results, etc.) |
| 2) Conduct mini trainings and presentations providing physical activity technical assistance to Network-funded programs and/or partners that serve the eligible low-income target audience. Training topics should be based on the identified needs from meetings with Network-funded projects as well as partners and should focus on sharing physical activity resources/ideas and evidence-based public health approaches  | October 1, 2011<br>September 30, 2012 | PAS                        | Submit: Completed electronic<br>ATF (# and type of trainings, #<br>of attendees, etc.) w/ detailed<br>notes similar   |
| 3) Plan, promote, conduct, and evaluate one interactive Physical Activity Integration Resource Showcases featuring public health approaches to facilitate the integration of physical activity into existing nutrition education programs and efforts targeting the eligible low-income population. The Showcase's topics and presentations should address identified training and informational needs. Network-funded projects and regional partners should figure prominently in attendance. The event is anticipated to last a minimum of three hours and may not be offered in conjunction with the required Promising Practices Exchange, but may be part of a partners' community nutrition meeting/conference.   | October 1, 2011<br>September 30, 2012 | PAS, PD, LAC<br>PPC, RC, C | Submit: Action steps as part of<br>annual operating plan<br>agendas, sample marketing<br>and promotional materials,<br>sample handouts, summary<br>and critical analysis of<br>evaluations                            |

Legend: PD: Project Director, RD: Regional Coordinator, ME: Mini-Grant holder, PAS: Physical Activity Specialist, CO: Collaboration Coordinator, LAC: Local Coordinator, LAC: Local Assistant, PPC: Policy Coordinator, RC: Resource Coordinator, C: Community Coordinator, C: Community Coordinator

| Activity/Methods   | Timeframe                          | Responsible Staff          | Key Deliverables   |
|--|------------------------------------|----------------------------|--|
| 4) Meet with Network-funded projects within the region to offer counsel on the integration of physical activity into existing nutrition education efforts, provide updates on the latest physical activity research and guidance, offer resource recommendations to enhance use of reviewed physical activity resources and Network materials and determine training needs that could be met by the Physical Activity Specialist. For school-based Network-funded projects, plan the meeting in partnership with the Regional Nutrition Education Consultant to develop specific steps for providing assistance.   | October 1, 2011-September 30, 2012 | PAS                        | Submit Completed electronic ATF (specific technical assistance given); summary of meetings and follow up |
| <b>Objective 7 Regional Coordination &amp; Training--Physical Activity Trainings and Support for Regional Staff:</b> From October 1, 2011 through September 30, 2012, provide physical activity expertise, training, and support to Regional Network staff   |                                    |                            |  |
| 1) Provide training to Regional Network staff to ensure their familiarity with Network and non-Network physical activity resources, a basic foundation in proper form and methods for leading physical activity interventions, and the responsibilities of the region's Physical Activity Specialist so that they can make appropriate referrals to partners   | October 1, 2011-September 30, 2012 | PAS                        | Submit Summary of training (SOW Report Form)   |
| 2) Work with campaign and program managers to help recruit advisory committee representatives focused on physical activity public health approaches and to develop and support the physical activity related objectives for the Advisory Committee as well as seek guidance on how to better incorporate physical activity into the individual campaigns and programs  | October 1, 2011-September 30, 2012 | PAS, Lat C, PPC            | Submit Summary of counsel and assistance (SOW Report Form)   |
| 3) Meet with each campaign and program manager individually to determine specific technical assistance needs and to support effective integration of physical activity into the campaign/program interventions, trainings, and any regionally-developed materials. May include assisting with the development of physical activity portions of intermediary trainings for teachers, youth leaders, health educators, and others trained by the campaigns/programs, as well as designing appropriate physical activity demonstrations and educational activities for consumers at festivals, farmers'/flea markets, churches, work-sites, and retail locations, as applicable to the region. Ensure that campaign and program managers are properly trained to implement the trainings, demonstrations, and activities. The Physical Activity Specialist will not be responsible for ongoing, repeated trainings/demonstrations but will provide follow up support as needed. | October 1, 2011-September 30, 2012 | PAS, Lat C, PPC, Ret C, PD | Submit Summary of assistance (SOW Report Form); completed electronic ATF with detailed notes section     |
| Legend: PD: Regional Director, RC: Regional Coordinator, VC: Media Coordinator, PAS: Physical Activity Specialist, PP: Campaign Manager, PPC: Program Coordinator, Ret C: Retired Campaign Manager, CTR: Community Health Liaison  |                                    |                            |  |

### EXHIBIT A

Monterey County Health Dept.  
814-10232

| Activity/Methods   | Timeframe                              | Responsible Staff | Key Deliverables  |
|--|--|-------------------|---|
| 4) Provide physical activity training to the region's Community Health Leaders to ensure safe, high-quality, and appropriate physical activity integration into festival, farmers' market, and retail food demonstration interventions, as applicable to the region. Training should include appropriate activities for each venue, proper form and safety tips, physical activity recommendations and messages, and other topics determined through collaboration with campaign/program managers. | October 1, 2011-<br>September 30, 2012 | PAS               | Submit: Summary of training (SOW Report Form), completed electronic ATF with detailed notes section |
| 5) Ensure physical activity expertise and support for public relations activities with an emphasis on those incorporating strong physical activity messages, such as the Children's Power Play Campaign's <i>Power Up Your Summer</i> promotion  | October 1, 2011-<br>September 30, 2012 | PAS, PPC          | Submit: Summary of support (SOW Report Form), completed electronic ATF with detailed notes section  |

Legend: PG: Program Director; RC: Regional Coordinator; MC: Main Coordinator; PAS: Physical Activity Specialist; CC: Collaborative Coordinator; LCC: Liaison/Coordinator; LAA: LIAISON Assistant; PPC: Power Play Coordinator; PPA: Power Play Assistant; AG: AG Coordinator; CL: Community Health Leader

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| Activity/Methods  | Timeframe                          | Responsible Staff | Key Deliverables   |
|---|------------------------------------|-------------------|--|
| 7) Using the Network template maintain an updated roster of Regional Collaborative participants.  | October 1, 2011-September 30, 2012 | CC                | Submit: Electronic roster  |
| 8) Develop, maintain, and evaluate a Collaborative communications system that notifies members of the following: upcoming events, training opportunities, general and committee meeting dates, promising practices, funding opportunities, and current media coverage relevant to the state of nutrition and physical activity services to the eligible low-income target audience. | October 1, 2011-September 30, 2012 | CC                | On File: Summary and critical analysis of evaluation                                   |
| 9) Promote the Regional Collaborative as a leading force for healthy change and reducing disparities in the community. Efforts should include the development of fact sheets, educational briefs, trainings, spokesperson opportunities, and newsletters.   | October 1, 2011-September 30, 2012 | PD, CC            | Submit: Sample of produced and/or revised materials, summary of activities (Narrative) |
| 10) Fund Regional Collaborative partner representation (at minimum, one member) at up to one Network Statewide Collaborative meeting (lead agency attendance by the Project Director or other lead staff also expected).  | October 1, 2011-September 30, 2012 | PD, CC            | Submit: Summary of participation (SCOW Report Form)<br>On file: Agendas                |

Legend: PD: Project Director; RD: Regional Coordinator; MC: Meet Coordinator; PMS: Physical Activity Specialist; CC: Collaborative Coordinator; LAC: Local Coordinator; LAC: Local Coordinator; PRC: Project Review Committee; PRC: Project Review Committee; PRC: Project Review Committee

| Activity/Methods   | Timeframe                          | Responsible Staff       | Key Deliverables   |
|--|------------------------------------|-------------------------|--|
| <b>Objective 9 Community Collaboration &amp; Engagement - Campaign/Program Advisory Committees:</b> From October 1, 2011 through September 30, 2012, maintain and support Advisory Committees for each targeted campaign and program (with the exception of the Retail Program and Physical Activity Integration Program) to provide guidance and direction in achieving each campaign's/program's objectives.   |                                    |                         |  |
| 1) Maintain an Advisory Committee for each campaign/program (except the Retail Program and Physical Activity Integration Program) to provide guidance and direction to the campaign/program; enhance Nutrition Education Initiatives & assist with recruitment of organizations to participate in the campaign or program (e.g., Chambers of Commerce, CalFresh outreach partners, and advocacy groups); participate in the development of community engagement objectives and strategies and assist with implementing these activities; expand local efforts to address the multiple levels of influence described by the Social Ecological Model; act as spokespersons for the campaign or program; and coordinate with the appropriate Monterey Statewide Collaborative Subcommittee. Advisory Committees may be formed as Collaborative Subcommittees, if desired. | October 1, 2011-September 30, 2012 | Lat C, PPC              | Submit List of each committee's members (as part of ATF), completed forms of informal mission and operating procedures   |
| 2) Conduct a minimum of three meetings for each Advisory Committee, maintain between-meeting communications, and evaluate each committee.  | October 1, 2011-September 30, 2012 | Lat C, PPC, Lat A, PP A | Submit: Summary and critical analysis of membership and committee evaluation<br><br>On file: meeting agendas and minutes/notes, record and copies of between-meeting communications, meeting evaluations |
| Legend: PP: Project Director, RC: Regional Coordinator, MC: Main Coordinator, AS: Physical Activity Specialist, CC: Collaborative Coordinator, Lat C: Local Coordinator, Lat A: Local Assistant, PP A: Project Assistant, PP A: Project Assistant, PP A: Project Assistant   |                                    |                         |  |



| Activity/Methods  | Timeframe                            | Responsible Staff | Key Deliverables   |
|---|--------------------------------------|-------------------|--|
| <b>Objective 10 Community Collaboration &amp; Engagement - Nutrition Education Initiatives:</b> From October 1, 2011 through September 30, 2012, through the Collaborative, the Regional Network will engage the eligible low-income population in promoting community and environmental improvements to support access to healthy food and active living through the execution of at least one Nutrition Education Initiative.   |                                      |                   |  |
| 1) Building upon the strategic planning process and existing efforts, Regional Collaborative members will, in consultation with eligible low-income representatives/consumers, implement at least one strategic Nutrition Education Initiative (NEI) as defined and described in the <i>Regional Network Guidelines Manual</i> . The Initiative must be supported by a Communications Plan to assist in promoting advancement and realization. Regional Nutrition Education Initiatives may build upon and/or enhance <i>Network</i> campaign and program advisory committee activities, existing <i>Network</i> -funded projects and efforts, and/or campaign and program activities as well as Champion Moms, Let's Move!, End Hunger by 2015. New initiatives may be pursued as opportunities arise. | October 1, 2011 - September 30, 2012 | PD, CC            | Submit: Summary of Nutrition Education Initiatives Communications Plan                           |
| 2) Coordinate all log lines involved with the NEI(s). These may include but are not limited to: creating an Initiative Communications Plan and timeline, determining evaluation measures, collecting data, planning a community discussion, writing an issue brief, and creating media opportunities. Ensure accuracy and allowability of Case Study, evaluation plans, and all other materials that include research and statistics  | October 1, 2011 - September 30, 2012 | CC                | Submit: Communications Plan and Case Study   |
| 3) Execute regional Nutrition Education Initiative(s) and report results using the <i>Network</i> Case Study template   | By August 1, 2012                    | CC                | Submit: Completed Nutrition Education Initiative Case Study                                      |
| 4) Share outcomes of Nutrition Education Initiative(s) with partners, local media, social media outlets, Regional Collaborative, and Network via information exchange activities, articles, website updates, etc.   | October 1, 2011 - September 30, 2012 | CC, MC            | Submit: Summary of activities (SOW Report Form)<br>On file: media coverage clippings and weblogs |
| Legend: PD: Project Director; RC: Regional Coordinator; MC: Media Coordinator; POC: Physical Activity Specialist; CC: Collaborative Coordinator; LCC: Local Coordinator; LAC: Local Assessment; HE: Health Educator; PP: Program Planning; RAC: Regional Advisory Committee; CCL: Community Health Liaison  |                                      |                   |  |

| Activity/Methods  | Timeframe                             | Responsible Staff | Key Deliverables  |
|---|---------------------------------------|-------------------|---|
| <b>Objective 11 Community Collaboration &amp; Engagement -Mini-Grants:</b> From October 1, 2011 through September 30, 2012, the Regional Network will administer a mini-grants program to support opportunities for appropriate community agencies and organizations to execute activities in support of the Collaborative's Nutrition Education initiatives and/or consumer empowerment forums.  |                                       |                   |   |
| 1) Establish, promote, and revise once during the contract period mini-grant program procedures/applications, and awards that provide less than or equal to \$5,000 for agencies and organizations responding to nutrition education and physical activity promotion needs of eligible low-income residents within the region. Mini-grants must support Network priorities, Regional Collaborative Nutrition Education initiatives, and consumer empowerment forums and adhere to USDA guidelines. Submit mini-grant application for review and approval prior to release. Post mini-grant application on-line. | January 1-April 30<br>2012            | PD, CC            | Submit Mini-grant application URL   |
| 2) Establish a mini-grant review team consisting of Regional Collaborative members and campaign and program staff. Ensure absence of conflict of interest (i.e., members of agencies applying for funds may not participate in the review committee).   | January 1-April 30<br>2012            | PD, CC            | On File Review team roster and signed certifications ensuring no conflict of interest |
| 3) Provide a mini-grant summary and budget funding matrix using the Network template and provide to the Network Program Manager to ensure allowability prior to finalizing mini-grant awards.   | May<br>2012                           | PD, CC            | Submit Mini-grant summaries/funding matrix  |
| 4) It is recommended that the Regional Network request representation from mini-grant awardees at Regional Collaborative meetings and continue to engage them after completion of their projects.   | October 1, 2011-September 30<br>2012  | CC                | Submit Agendas  |
| 5) Document and report mini-grantee produced impressions and other applicable data using Network developed tools and processes.   | October 1, 2011-September 30,<br>2012 | PD, CC            | Submit Completed electronic ATF (# of people reached # of contacts, etc.)             |
| Legend: PD=Project Director, RD=Regional Coordinator, MC=Media Coordinator, PWS=Physical Activity Specialist, CC=Collaborative Coordination Unit C, L=Local Board member, LA=LA, J=Joint Appointment, PP=Co-Leader  |                                       |                   |   |

| Activity/Methods   | Timeframe                          | Responsible Staff | Key Deliverables   |
|--|------------------------------------|-------------------|--|
| <b>Objective 12 Community Collaboration &amp; Engagement -Business Connections:</b> From October 1, 2011 through September 30, 2012, enhance connections between schools and community youth organizations participating in the Children's Power Play Campaign and the community by recruiting a minimum of 10 partners from the business community to provide in-kind support to participating schools and community youth organizations.   |                                    |                   |  |
| 1) Facilitate connections between participating schools, community youth organizations, and area businesses (excluding grocery stores and produce industry businesses such as growers, shippers, and packers--work with the Retail Program Manager for produce donations). Secure agreements from businesses to provide donations (goods and/or services), conduct tours, offer guest speakers, adopt a school, etc. Inform school and community youth organization staff of the opportunities secured and facilitate connections to ensure follow-through. Priority should be given to connecting official Power Partner schools and Power Partner community youth organizations with local business and, secondarily, to recruiting businesses in communities with a large number of participating schools and/or youth organizations. Collaborate with other Regional Network staff, as possible. Connect with businesses involved in the WalkSafe Program, if applicable. Recognize and thank business partners with thank you notes and/or appropriate acknowledgement. | October 1, 2011-September 30, 2012 | RPC               | Submit Completed electronic ATF<br>On file: thank you note/acknowledgement email           |
| <b>Objective 13 Community Collaboration &amp; Engagement -Physical Activity Partnerships:</b> From October 1, 2011 through September 30, 2012, develop and maintain physical activity partnerships with 2 public and private entities within the region, support Network partnerships to advance physical activity integration and promotion efforts region-wide, and build awareness of regional physical activity resources by contributing submissions to existing physical activity resource online databases.   |                                    |                   |  |
| 1) Develop and maintain physical activity partnerships with public and private entities in the region (e.g., local park and recreation facilities, non-profit physical activity organizations, sports teams, health and fitness gyms, and university internship departments) to provide physical activity education resources, and expertise to the region to advance the integration of physical activity program into nutrition education serving the eligible low-income audience.  | October 1, 2011-September 30, 2012 | PAS               | Submit Listing of partners and summary of partnership activities (ATF and SOW Report Form) |
| 2) Advance Network physical activity partnerships (e.g., Governor's Council on Physical Fitness and Sports, Professional Athletes Council, California Active Communities) on a regional level. Example duties may include: promoting partnership and offices in region, service on advisory committees, materials review, and meeting and event attendance and/or coordination   | October 1, 2011-September 30, 2012 | PAS               | Submit Summary of activities (SOW Report Form)   |
| Legend: PC: Project Director BC: Regional Coordinator MC: Mass Coordinator PAS: Project Activity Specialist KOC: Collaboration Coordinator LK: Local Coordinator EAC: External Activities Coordinator PE: A: Public Participation B: B: Business Community C: C: Community Health Worker   |                                    |                   |  |

| Activity/Methods  | Timeframe                                 | Responsible Staff | Key Deliverables   |
|---|---|-------------------|--|
| 3) Participate in two California Active Communities training teleconferences.   | October 1, 2011-<br>September 30<br>2012  | PAS               | Submit: List of participating staff and dates (SOW Report Form)  |
| 4) Collaborate with regional physical activity partners to submit physical activity-related events, playspaces, locations, etc. that are appropriate to the eligible low-income target audience to existing physical activity on-line databases, including sites referenced on the Let's Move federal website (e.g., National Wildlife Federation, Kaboron.org), the Governor's Council on Physical Fitness and Sports Governor's Challenge website. Promote the availability of the online databases as part of the region's consumer educational activities and intermediary trainings  | October 1, 2011-<br>September 30,<br>2012 | PAS, PG           | Submit: Summary of submissions to online databases, including total number submitted and posted; summary of promotional efforts (SOW Report Form)<br><br>On File: List of specific submissions   |
| <b>Objective 14 Community Collaboration &amp; Engagement -Children's Power Play! Campaign Photovoice Projects:</b> From October 1, 2011 through September 30, 2012, conduct one Photovoice project as part of the <i>Children's Power Play! Campaign</i> , using youth engagement principles to improve eligible low-income 9- to 14-year-old children's awareness, knowledge, and attitudes about nutrition and physical activity related environmental factors and to empower children to advocate for healthy changes  |   |                   |  |
| 1) Conduct a Photovoice project with a group of 9- to 14-year-old children, based on guidance from the <i>Children's Power Play! Campaign</i> and using the <i>Photovoice Project Kit</i> . Will include: identifying a group of children to participate (including photo and video components), providing training to adult leaders for the implementation of the <i>Children's Power Play! Campaign's Photovoice Project Kit</i> , recruiting community partners to support the Photovoice project, providing training to adult leaders, securing a prominent community location to display photos, and generating media coverage (may include social media) for the project  | October 1, 2011-<br>September 30,<br>2012 | PPC               | Submit: Electron copies of children's photos and corresponding narratives, short video documenting the project processes, electron copies of resulting media coverage and a short summary description of the project, including exhibitory event |
| 2) Work with the <i>Children's Power Play! Campaign</i> Advisory Committee, Regional Collaborative, or a special workgroup to assist Photovoice participants (children and adult leaders) in following through to address a minimum of one youth identified environmental issue with community resources to support an environmental issue, such as access to healthy foods and physical activity, brought to light by the children through the Photovoice project. Inform and connect to the regional Nutrition Education Initiatives and Network funded youth engagement projects as appropriate. Submit and present projects to Network and non Network conferences, workshops, and community forums, as appropriate | October 1, 2011-<br>September 30<br>2012  | PPC, PHA<br>CC    | Submit: Summary of results (SOW Report Form); copies of resulting media coverage   |

Legend: PG: Project Engineer; CC: Regional Collaborative; M/C: Media Coordinator; PAS: Physical Activity Specialist; PPC: Photovoice Coordinator; PHA: Youth Play Assistant; R/C: Adult Coordinator; CH: Community Health Teacher

| Activity/Methods   | Timeframe                          | Responsible Staff | Key Deliverables   |
|--|------------------------------------|-------------------|--|
| <b>Objective 15 Community Collaboration &amp; Engagement -Latino Health Awareness Month:</b> By September 30, 2012, engage eligible low-income Latino residents, consumer groups, partners, and community leaders to identify and promote solutions to increase the availability of healthy foods and opportunities for physical activity in eligible low-income Latino communities by conducting a Latino Health Awareness Month (LHAM) consumer empowerment forum as part of the Latino Campaign. LHAM is a month-long statewide effort during September that also aligns with National Hispanic Heritage Month. All <i>Meatwork</i> -funded projects are encouraged to participate where applicable. Social marketing events and promotions will take place in low-income communities across the state featuring fun and educational activities to encourage consumers to make healthy, active living a priority. As a complement to LHAM, and where available, regions will partner with Binational Health Week events to reach even more eligible low-income Latinos in California. |                                    |                   |  |
| 1) Work with the Latino Campaign Advisory Committee and consumer groups to identify strategies and to develop a community driven plan for creating healthier communities for eligible low-income Latino families.  | October 1, 2011-September 30, 2012 | Lat C             | Submit Summary of strategies and plan for empowering Latino families (SOW Report Form and/or Narrative)  |
| 2) Educate community residents and leaders on the identified community issues and garner support for promoting and implementing the strategies.  | October 1, 2011-September 30, 2012 | Lat C, Lat A      | Submit Completed electronic Activity Tracking Form (ATF)   |
| 3) Host a Latino Health Awareness Month forum focused on at least one of the issues identified by the Latino Campaign Advisory Committee and consumer groups. Conduct public relations activities to build awareness of the Latino Campaign, Latino Health Awareness Month, and the identified issues  | October 1, 2011-September 30, 2012 | Lat C, Lat A      | Submit Event photographs and summary of outcomes including a list of supporters and donors; media coverage and next steps<br>On line Copies of event agenda and flyers |
| 4) Monitor the success of Latino Health Awareness Month and report outcomes through success stories, survey data and presentations   | October 1, 2011-September 30, 2012 | Lat C, Lat A      | Submit Latino Health Awareness Month success stories   |
| 5) Infuse nutrition education, physical activity, and Ca-Fresh promotion into community engagement forum outcomes (e.g. farmers' markets, community gardens, produce subscription services, etc.), and provide support as appropriate and a follow-up to ensure sustainability of the forum outcomes and so as to promote healthy behavior change among eligible low-income Latino families.   | October 1, 2011-September 30, 2012 | Lat C, Lat A      | Submit Completed electronic ATF and photographs  |
| <b>Objective 16 Community Collaboration &amp; Engagement - Campaign/Program Advisory Committees:</b> Not Applicable (N/A) not a part of this contract; content intentionally omitted   |                                    |                   |  |

Legend: Lat A: Regional Director, AC Regional Coordinator, WC Media Coordinator, FWS Physical Activity Specialist, US Cultural Arts Coordinator, Lat A Latino Assistant and C Fresh Community Outreach & Social Play Ass. Lat C: AC Coordinator, CH Community Health Leader

| Activity/Methods   | Timeframe                              | Responsible Staff                      | Key Deliverables   |
|--|--|--|--|
| <b>Objective 17 Media &amp; Public Relations -Media/Public Relations Plan:</b> From October 1, 2011 through September 30, 2012, the Regional Network will provide ongoing leadership and coordination of region-wide media activities through the creation and maintenance of a regional Media/Public Relations Plan to help maximize support and public exposure of issues affecting nutrition, physical activity promotion, and food security among eligible low-income residents.                                       |  |  |  |
| 1) Update and implement media/public relations plan to guide regional media and public relations (PR) activities including but not limited to: support and promotion of Regional Collaborative activities and initiatives, campaign and program activities (including, but not limited to: Fruit and Veggie Fest, Black History Month/Late September, Latino Health Awareness Month, Power Up Your Summer!, etc.), community forums, Network media/PR activities, and Network-funded projects and activities in the region | By November 15 2011                    | PD, Lat C, POC,<br>PAS Ret C, MC<br>CC | Submit Media/PR Plan   |
| 2) Foster relationships with print, TV, and radio media within the region in order to:   | October 1, 2011-<br>September 30, 2012 | PD, MC                                 | Submit Completed electronic ATF<br>On file: Media contacts list, media coverage clippings and weblinks |
| a) Coordinate and leverage media, including social media where possible, for Regional Collaborative and targeted campaign and program events and activities to maximize local exposure, establish credibility, and build media partnerships for nutrition education, physical activity promotion, food security, and chronic disease prevention efforts in the region.   | October 1, 2011-<br>September 30, 2012 | PD, MC                                 | Submit Completed electronic ATF<br>On file: Media contacts list, media coverage clippings and weblinks |
| b) Leverage media for other Network-funded projects and activities in the Region   | October 1 2011-<br>September 30 2012   | PD, MC                                 | Submit Completed electronic ATF<br>On file: Media contacts list, media coverage clippings and weblinks |
| <b>Legend:</b> PD: Project Director, POC: Regional Coordinator, MC: Media Coordinator, PAS: Physical Activity Specialist, CC: Collaborative Coordinator, Lat C: Latino Coordinator, Ret C: Latino Assistant, PP C: Power Play Coordinator, PP A: Power Play Assistant, Ret PP C: Power Play Assistant, CHC: Community Health Leader  |  |  |  |

| Activity/Methods   | Timeframe                                 | Responsible Staff                      | Key Deliverables  |
|--|---|--|---|
| <b>Objective 1B Media &amp; Public Relations - Liaison:</b> From October 1, 2011 through September 30, 2012, the Regional Network will serve as the primary liaison with the Network and Network-funded partners in the region, providing communication and collaboration for regional media and public relations events, activities, and opportunities.   |   |  |   |
| 1) Enhance media and public relations efforts by ensuring local media attention/coverage and linking Network activities to current news. Pursue opportunities to be national or statewide news to the Regional Collaborative's activities and expertise to include linking the Collaborative's efforts and/or consumer empowerment forums to at least one story emanating from statewide or national media stories, three times during the contract period   | October 1, 2011-<br>September 30,<br>2012 | PD, Lat C, PPC,<br>PAS Ret C, MC<br>CC | Submit Completed<br>electronic ATF<br>On File: media coverage<br>clippings and weblinks |
| 2) Create regional Champion profiles and fact sheets to support media outreach efforts:  | October 1, 2011-<br>September 30,<br>2012 | PD, MC                                 | Submit Champion Profiles<br>and Fact Sheets   |
| a) Using the Network template(s) provided, complete 3 to 5 Champion profiles of individuals and/or organizations in the region that have demonstrated an exemplary commitment to improving the health landscape of their community and to promoting healthy eating and active living among community members. Examples may include: Moms, Dads, Caregivers, Teachers, Workshops, Community Leaders, Chefs Businesses, Cal-Fresh participants, Cal-Fresh offices, Youth Engagement Organizations, etc | October 1, 2011-<br>September 30,<br>2012 | PD, Lat C, PPC,<br>PAS Ret C, MC<br>CC | Submit Champion Profiles  |
| b) Maintain and foster on-going relationships with identified Champions and facilitate the participation of selected Champions at Network events.  | October 1, 2011-<br>September 30,<br>2012 | PD, Lat C, PPC,<br>PAS Ret C, MC<br>CC | Submit Summary of<br>Champion participation in<br>events (SCW Report Form)              |
| c) Develop region-specific issue fact sheets providing background, statistics and other pertinent information for each issue relevant to the health landscapes in the region, to help educate media and other opinion leaders in the region  | October 1, 2011-<br>September 30,<br>2012 | PD, MC, NC                             | Submit Fact Sheets  |

Legend: PD = Project Director, RD = Regional Director, MC = Media Coordinator, PAS = Project Activity Specialist, CC = Collaborative Coordinator, Lat C = Latino Coordinator, Lat A = Latino Assistant, PP = Peer Play Coordinator, PP A = Peer Play Assistant, Ret C = Retired Coordinator, CHL = Community Health Leader

| Activity/Methods   | Timeframe   | Responsible Staff                  | Key Deliverables  |
|--|---|------------------------------------|---|
| 3) Supply information about regional activities (such as newsletters, social media activities, Champions for Change website, etc.) a minimum of three times during the contract year. Such information might be in the form of articles, fact sheets, resources to consumer inquiries, or other as needed.   | October 1, 2011 - September 30, 2012  | PD, Lat C, PPC, PAS, Ret C, MC, RC | Submit Articles or other content submitted<br>On File Technical assistance log                        |
| 4) Serve as liaison: activities may include coordination of regional events, spokesperson trainings, media and public relations training opportunities and social marketing activities promoting fruit and vegetable consumption among the eligible low-income target audience (e.g., consumer targeted website, radio/televs onprint ad development, community forums)  | October 1, 2011 - September 30, 2012  | PD, MC                             | Submit Summary of support provided (SOW Report Form)<br>On File media coverage clippings and weblinks |
| <b>Objective 19 Media &amp; Public Relations -Spokespersons Group:</b> From October 1, 2011 through September 30, 2012, the Regional Network will establish and maintain an active spokespersons group.  |   |                                    |   |
| 1) Establish train (using Network train-the-trainer materials), and maintain a functional spokesperson group for Network events (make contact and provide support/updates two to three times during the contract year). Spokespeople should have a variety of expertise in content, language, and culturally-specific knowledge related to food security, nutrition, and physical activity related issues affecting the eligible low-income population. Spokespersons should be able to address relevant general and ethnic media and be well-versed in Network priorities, strategies, and speaking points; provide updates to group as needed. Spokesperson groups should consist of both funded and non-Network funded partners, including participating Youth Engagement Project adults (and youth where possible), and must include two representatives for each campaign and program, including the Regional Campaign/Program Managers and Physical Activity Specialist. Ensure that spokespersons are representative of the targeted fruit and vegetable campaigns and programs and are cross-trained to increase the pool of spokespersons on a variety of Network-related topics. | October 1, 2011 - September 30, 2012  | PD, Lat C, PPC, PAS, Ret C, MC, CC | Submit Spokesperson bios/biosheets<br>On File Technical assistance log                                |
| Logans: PD, Project Director, RC, Regional Coordinator, MC, Media Coordinator, PAS, Physical Activity Specialist, CC, C. Power Play Coordinator, and A. Power Play Assistant and C. Retail Coordinator, CFC, Community Health Leader   | Collaborative Coordinator, Lat C, Online Coordinator, Lat A, Office Assistant, PP |                                    |   |



EXHIBIT A  
Scope of Work

Media and Public Relations

| Activity/Methods  | Timeframe                              | Responsible Staff                | Key Deliverables  |
|---|--|----------------------------------|---|
| 2) A minimum of eight to ten potential spokespersons, including the Project Director, Campaign and Program Managers, Physical Activity Specialists, Regional Champions (former instructors, etc.) and partners, will participate in Network spokesperson training   | October 1, 2011-<br>September 30, 2012 | PD, Lat C, PPC<br>PAS, Rel C, MC | Submit: Summary of training attendance and webinar participation (SOW Report Form)                    |
| 3) Staff, Regional Champions, and funded partners who will engage in interviews (print, radio, and/or television) on behalf of the Region must attend relevant in-person trainings, as available. Each Region should plan for a minimum of two people to participate in each of the following: relatively scheduled trainings as relevant to the region; one basic media training session; one advanced media training session; and one in-person training each for the Retail Program Fruit & Veggie Fast, Children's Power Play Campaign, Power Up Your Summer African American Campaign, Black History Month/Luncheon, and Latino Campaign/Latino Health Awareness Month | October 1, 2011-<br>September 30, 2012 | PD, MC, RC,<br>PP C, Lat C       | Submit: Summary of training attendance and webinar participation (SOW Report Form)                    |
| 4) All Regional Network staff spokespersons, the media coordinator, and additional staff who will work directly with the media will participate in a minimum of four media webinars.  | October 1, 2011-<br>September 30, 2012 | PD, Lat C, PPC<br>PAS, Rel C, MC | Submit: Summary of training attendance and webinar participation (SOW Report Form)                    |
| 5) Train regional spokespersons. These might include: the Project Director, Campaign and Program Managers, Physical Activity Specialists, Collaborative members, Regional Champions (Moons, etc.), and/or non-funded partners.  | October 1, 2011-<br>September 30, 2012 | PD, MC                           | Submit: Summary of participation (SOW Report Form)<br>On File: media coverage clippings and web links |

Legend: PD, Project Director, RC, Regional Coordinator, MC, Media Coordinator, PAS, Physical Activity Specialist, PP, Program Manager, Rel C, Power Play Coordinator, Lat C, Latino Campaign Coordinator, Lat A, Latino Assistant, PP, Power Play Coordinator, etc.

| Activity/Methods  | Timeframe  | Responsible Staff        | Key Deliverables  |
|---|--|--------------------------|---|
| <b>Objective 20 Media &amp; Public Relations - Public Relations:</b> From October 1, 2011 through September 30, 2012, the <i>Regional Network</i> will provide ongoing leadership and coordination of region-wide public relations for events and other program-related activities to help maximize support and public exposure to issues affecting nutrition education, physical activity promotion, and food security among eligible low-income residents, resulting in a minimum of <b>500,000 to 1,000,000</b> regional media impressions.              |  |                          |   |
| 1) Publicize relevant regional activities: promotional events, and key messages through press releases, media advisories, pitch meetings, social media outlets, and calendar notices on a quarterly basis in support of the <i>Regional Network</i> (such as campaigns and programs, collaborative initiatives), other Network-funded partners in the region, and as appropriate, non-funded partners in the region. Media outreach should include general market media, ethnic media, trade press, parent-specific publications, and child-targeted media. | Monthly<br>October 1, 2011-<br>September 30,<br>2012 | PD, MC                   | Submit: Completed electronic ATF<br><br>On File: media coverage clippings and web links                                   |
| 2) In addition to the above public relations activities, conduct enhanced activities four to six times. This may include organizing media events, conducting a spokesperson media tour and/or developing media partnerships. Engage other Network-funded projects within the region in the planning and implementation of events and activities. While there may be additional events and activities, the region must promote, at minimum:  | October 1, 2011-<br>September 30,<br>2012            | PD, MC                   | Submit: Summary of activities (Narrative) completed electronic ATF<br><br>On File: media coverage clippings and web links |
| (a) National Events and Visits: <i>More Matters in March</i> (September)  | September 30,<br>2011                                | MC, Ret C, Luf<br>C, FPC | Submit: Summary of activities (Narrative) completed electronic ATF<br><br>On File: media coverage clippings and web links |
| (b) Release of significant research and evaluation data from the <i>Network</i> (USDA, or other relevant partners)  | October 1, 2011-<br>September 30,<br>2012            | PD, MC                   | Submit: Summary of activities (Narrative) completed electronic ATF<br><br>On File: media coverage clippings and web links |
| <b>Legend:</b> FPC: Project Director; PD: Regional Coordinator; MC: Media Coordinator; FPC: Physical Activity Specialist; CC: Calendar Coordinator; Ret C: Retired Coordinator; Luf: Luf to Assistant; C: Power Plan Coordinator; FPC: Power Plan Coordinator; Ret C: Retired Coordinator; Luf: Luf to Assistant; C: Power Plan Coordinator.  |  |                          |   |

| Activity/Methods  | Timeframe                                      | Responsible Staff       | Key Deliverables  |
|---|--|-------------------------|---|
| c) <i>Retail</i> Program Fruit and Veggie Fest (May)  | May 1-31, 2012                                 | Ret C, MC               | Submit: Summary of activities (Narrative), completed electronic ATF<br>On File: media coverage clippings and weblinks |
| d) Children's Power Play! Campaign Power Up Your Summer! Challenge (June)   | June 1-30, 2012                                | PPC, MC                 | Submit: Summary of activities (Narrative), completed electronic ATF<br>On File: media coverage clippings and weblinks |
| e) Optional, relevant events with collaborative partners such as but not limited to: ReThink Your Drink special events and activities (throughout the year); National Canned Food Month (February); National School Breakfast Week (March); National Nutrition Month (November); Public Health Week (April); National Farmers' Market Week (August); Hunger Awareness Month (September); National School Lunch Week (October); Governors Council on Physical Fitness and Sports Governor's Challenge; California Taskforce on Youth and Workplace Wellness Fit Business Awards. | October 1, 2011-<br>September 30, 2012         | PD, MC, PAS,<br>PPC, CC | Submit: Summary of activities (Narrative), completed electronic ATF<br>On File: media coverage clippings and weblinks |
| f) Latino Campaign: consumer empowerment forum during Latino Health Awareness Month (September) or Binational Health Month (September and October)  | October 1-31, 2011 and<br>September 1-30, 2012 | Lat C, MC               | Submit: Summary of activities (Narrative), completed electronic ATF<br>On File: media coverage clippings and weblinks |
| g) Link public relations (and media buys as applicable and appropriate) to media buys, promoting media plans to regional partners, securing public service placements, and by promoting training opportunities to local partners  | October 1, 2011-<br>September 30, 2012         | PD, MC                  | Submit: Progress Report: Narrative completed electronic ATF<br>On File: media coverage clippings and weblinks         |

Legend: C=Project Director, MC=Regional Coordinator, PAS=Media Coordinator, PD=Physical Activity Specialist, CC=Children's Power Play Coordinator, PPC=Power Play Assistant, Ret C=Retail Coordinator, CLC=Community Health Leader

| Activity/Methods   | Timeframe                                 | Responsible Staff   | Key Deliverables   |
|--|---|---------------------|--|
| a) Participate in value added media and public relations opportunities, one to two times. These might include live remotes or other special community events.  | October 1, 2011-<br>September 30,<br>2012 | PD M/C<br>All Staff | Submit Progress Report Narrative, completed electronic ATF<br><br>On File: media coverage clippings and weblinks               |
| <b>Objective 21 Media &amp; Public Relations -Community-Based Marketing and Public Relations to Children:</b> From October 1, 2011 through September 30, 2012, reach 6,050 of the region's eligible low-income elementary-aged children with <i>Children's Power Play!</i> Campaign messages in community settings.  |   |                     |  |
| 1) Expand awareness of the <i>Children's Power Play!</i> Campaign and its messages among eligible low-income elementary-age children, with an emphasis on 9- to 11-year-old children, by conducting a variety of community-based marketing and public relations activities. Marketing and public relations activities may include promotional contests, posting of signage in kid-friendly community venues (e.g., libraries, malls, community bulletin boards), participation in community events, and placement of messages through kid-targeted media. Coordinate marketing and public relations activities with promotions conducted in schools and community youth organizations when possible. | October 1, 2011-<br>September 30,<br>2012 | PDC PD A, MC        | Submit Completed Electronic Media and <i>Children's Power Play!</i> ATFs<br><br>On File: media coverage clippings and weblinks |

Legend: PD = Project Director, R/C = Regional Coordinator, MC = Media Coordinator, PDC = Project Activity Specialist, C/P = Collaborative Coordinator, L/C = Local Community Leader  
C = Power Play Coordinator, PP A = Power Play Assistant, B/C = Budget Coordinator, CH = Community Health Leader

# Retail

## EXHIBIT A Scope of Work

Monterey County Health Dept  
11-10234

| Activity/Methods  | Timeframe                                      | Responsible Staff | Key Deliverables   |
|---|--|-------------------|--|
| <b>Objective 22 Retail -Merchandising:</b> By September 30, 2012, increase fruit and vegetable-related awareness, knowledge, and demand among eligible low-income families by partnering with a minimum of 60 qualifying supermarkets, grocery stores, and/or independent stores to display Retail Program merchandising materials for a minimum of two, five-month cycles. Ensure that a minimum of 25 stores target a high proportion of Latino shoppers.   |  |                   |  |
| 1) In accordance with the Retail Program Regional Manager's Guide, identify and develop a list of qualifying supermarkets, grocery stores, and/or independent corner stores that cater to eligible low-income families, including stores that participated in the Retail Program in the prior fiscal year. Collaborate with other Regional Network staff, Network-funded projects, and WIC's Local Vendor Liaison Initiative to prioritize qualifying stores to target for participation. Form an advisory prioritized campaign program, LIAs, and Network-funded projects, (where applicable) to identify prioritized retailers. | By November 15, 2011                           | Ret C             | Submit: Prioritized list of identified prospective qualifying retail partner sites as part of Retail Program operating plan  |
| 2) Establish formal partnerships with the managers/owners of the selected qualifying grocery store locations. Maintain the partnerships through the remainder of the contract. Collaborate as appropriate with campaign and program staff, Local Incentive Awardees and other Network-funded projects, and WIC Local Vendor Liaisons. Any partnerships that are ended before the end of the contract should be replaced by September of the fiscal year that the partnership was terminated   | By January 31, 2012 through September 30, 2012 | Ret C             | Submit: Completed electronic ATF (# of partners, locations, etc.)<br>On file: Signed partnership agreement or partnership summary found in the Retail Program Regional Manager's Guide |
| 3) Select, install, and maintain the appropriate merchandising option for the size of the retail location (according to the guidelines outlined in the Retail Program Regional Manager's Guide). Merchandising materials must be displayed for at least two, five-month cycles.   | October 1, 2011-September 30, 2012             | Ret C, CHI        | Submit: Completed electronic ATF (# of stores merchandised, # of days, items displayed, etc.)  |
| 4) Visit each store once every month and make regular calls to confirm the placement and upkeep of the materials  | October 1, 2011-September 30, 2012             | Ret C             | Submit: Completed electronic ATF (# of visits and calls)   |
| <b>Legend:</b> RD: Project Director; RC: Regional Coordinator; MC: Merch Coordinator; PMS: Project Activity Specialist; CC: Collaboration Coordinator; Lst C: Latino Coordinator; Lst A: Latino Assistant; Pst C: Power Play Coordinator; PE: Program Play Assistant; Ret C: Retail Coordinator; CHI: Community Health Leader   |  |                   |  |

| Activity/Methods  | Timeframe                              | Responsible Staff | Key Deliverables   |
|---|--|-------------------|--|
| <b>Objective 23 Retail Promotions:</b> From October 1, 2011 through September 30, 2012, maintain store partnerships through collaborations with <i>Regional Network</i> campaigns, programs, and other Network-funded project staff (where applicable) to achieve 6,550 direct contacts through promotional activities (e.g., food demonstrations, store tours for eligible low-income 4- to 11-year-old children, Fruit & Veggie Fest) as outlined in the <i>Retail Program Regional Manager's Guide</i> . Ensure that food demonstrations reach a minimum of 4,110 eligible low-income Latinos. |  |                   |  |
| 1) Identify qualifying retail locations in which to conduct food demonstrations as outlined in the <i>Retail Program Regional Manager's Guide</i> . Ensure that each retail site that is displaying merchandising materials is offered the opportunity to host a minimum of one food demonstration. Collaborate with campaign and program staff and other Network-funded projects to select locations near their intervention sites as appropriate. Coordinate with other Network-funded projects that conduct food demonstrations as part of their scopes of work.                               | October 1, 2011-<br>September 30, 2012 | Ret C: CHL        | Submit: Plan for promotional activities to be planned, promoted, and conducted as part of Retail Program operating plan, completed electronic ATF (# and location of demo sites, etc.) |
| 2) Coordinate with retailers to schedule food demonstrations and secure retailer donations of food demonstration supplies.  | October 1, 2011-<br>September 30, 2012 | Ret C             | Submit: Completed electronic ATF (# of demonstration, etc.)  |
| 3) Provide training to Community Health Leaders on the successful implementation of in-store food demonstrations using the Food Demonstration Training Kit. Manage Community Health Leaders to ensure appropriate staffing of each scheduled food demonstration and to monitor quality of interventions.  | October 1, 2011-<br>September 30, 2012 | Ret C             | Submit: Training agenda and summary of evaluations   |
| 4) Promote upcoming food demonstrations to increase participation and provide added value to participating retailers.   | October 1, 2011-<br>September 30, 2012 | Ret C             | Submit: Regionally-developed promotional materials   |
| 5) Conduct fruit and vegetable food demonstrations according to direction provided in the Food Demonstration Training Kit   | October 1, 2011-<br>September 30, 2012 | Ret C             | Submit: Completed electronic ATF (# of demonstration, featured recipes, # of people reached, etc.)   |
| Legend: RD: Project Director; RC: Regional Coordinator; M2: Media Coordinator; FAS: Physical Activity Specialist; CC: Collaborative Coordinator; Ret C: Latino Coordinator; Ret A: Latino Assistant; Ret C: Power Play Coordinator; Ret A: Power Play Assistant; Ret C: Retail Coordinator; CHL: Community Health Leader  |  |                   |  |

Retail

EXHIBIT A  
Scope of Work

Monterey County Health Dept.  
11-10234

| Activity/Methods   | Timeframe                            | Responsible Staff      | Key Deliverables   |
|--|--------------------------------------|------------------------|--|
| 6) In coordination with the Children's Power Play Campaign Manager, plan and conduct store tours (in stores participating in the Retail Program) that will reach minimum of 50 eligible low-income 9- to 11-year-old children who are participating in the Children's Power Play Campaign. Store tours may be conducted by either Retail Program or Children's Power Play Campaign staff   | October 1, 2011 - September 30, 2012 | Ret C, PPC             | On file: Plan for promotional activities to be planned and conducted as part of Retail Program and Children's Power Play Campaign operating plans<br>Submit Completed electronic ATF (# of tours, # of children, etc.)   |
| 7) In May, work with Regional Network staff and partners (retailers, produce industry and/or food security organizations) to coordinate either a Fruit and Veggie Fast Kick-off where the Region will receive significant media coverage or a Fruit and Veggie Fast supporting event. A list of possible activities for a supporting event is found within the Retail Program Regional Manager's Guide (planning begins in December, while led by the Retail Program), should include participation in the planning and implementation from the Latino Campaign, African American Campaign, Faith Projects, Physical Activity Integration Program, Wonders Program, Children's Power Play Campaign, Local Self Fresh offices, other Network-funded projects, and/or WIC's Local Vendor Liaisons, (where appropriate) | May 2012                             | Ret C, Lat C, PAS, PPC | Submit Plan to include partnerships and event layout for approval  |
| a) Coordinate a kick-off event<br><br>Dates include but are not limited to: participating in planning teleconferences, identifying and securing location and resources for the event in your area, generating community participation, identifying and securing a media spokesperson for the event, identifying and contacting local decision makers to support the event, and obtaining fruit and vegetable and physical activity equipment donations to be awarded to participants during the event  | May 2012                             | Ret C, MC              | Submit Completed electronic ATF (# of attendees, # of news stories, etc.) and Event Summary<br>On file: Event photographs, record of media contacts, number of participants, media journal, record of decision-maker involvement and outcomes, list of donors and supporters, and agenda |

Legend: RC: Program Director; RC: Regional Coordinator; MC: Media Coordinator; PAS: Physical Activity Specialist; CO: Collaborative Coordinator; Lat C: Latino Coordinator; Lat A: Latino Assistant; PPC: Power Play Coordinator; PP A: Power Play Assistant; Ret C: Retail Coordinator; CH: Community Health Leader

| Activity/Methods  | Timeframe                          | Responsible Staff | Key Deliverables   |
|---|------------------------------------|-------------------|--|
| b) If the Region is not conducting a kick-off event, it must coordinate at least one Fruit and Veggie Fest, themed promotional activity/supporting event at a qualifying retail location  | May 2012                           | Ret C             | Submit Completed electronic ATF (# of agreements, etc.)<br>On file: Event photographs, record of media outlets, number of participants, media journal, list of donors and supporters |
| c) Fruits and Veggies - More Matters™ Month: Support Fruits and Veggies - More Matters™ promotions conducted throughout the month of September by securing donations for events conducted by Network-funded projects  | September 2012                     | Ret C             | On file: Event photographs, record of secured retailer contributions, and event summary  |
| <b>Objective 24 Retail - Corporate Social Responsibility Partnerships:</b> By September 30, 2012, form agreements with at least 5 produce industry partners (growers, shippers, packers, distributors, wholesale, mobile markets, etc.) and at least 12 retail partners resulting in donations (produce, coupons, nutrition/physical education reinforcement items that must meet all State and Network guidelines) to support Network partners with their interventions, including taste tests of Harvest of the Month produce items and food demonstrations at community-based organizations (e.g., churches, community health clinics, schools, community youth organizations (CYOs) workshops). Each donation must reach at least 200 participants. |                                    |                   |  |
| 1) Secure agreements for donations and coordinate details of the donation type and amount and the process for obtaining donations   | October 1, 2011-September 30, 2012 | Ret C             | Submit Completed electronic ATF (# of agreements, donation amounts, etc.)  |
| 2) Coordinate with donation recipients and manage the delivery of donated materials by confirming donation amounts, scheduling delivery times and dates, and confirming donations were received   | October 1, 2011-September 30, 2012 | Ret C             | Submit Completed electronic ATF (# of donations, etc.)   |
| <b>Objective 25 Retail - Training &amp; Technical Assistance to Staff &amp; Partners:</b> By September 30, 2012, provide training materials and technical assistance to Regional Network staff and other Network-funded project staff, and retail partners to ensure consistent, high-quality, and culturally-appropriate activities, including merchandising, food demonstration, store tours, and how to solicit donations at retail locations.   |                                    |                   |  |
| 1) To ensure clear and effective program messaging, facilitate introductions of retail partners and Regional Network staff performing promotional activities. Follow up with retail partners after promotional activities to gather feedback on the success of promotional activities.  | October 1, 2011-September 30, 2012 | Ret C             | On file: Introduction letter, description and Food Demonstration Activity Evaluation forms found in the Retail Conversation Logbook (e)  |
| Legend: PO: Project Director; RD: Regional Coordinator; WC: Media Coordinator; FAS: Physical Activity Specialist; CO: Collaborative Coordinator; LAR: Latino Assistant; RPP: Regional Policy Coordinator; SA: Project Policy Specialist; Ret C: Retail Coordinator; OLC: Community Health Leader  |                                    |                   |  |



| Activity/Methods  | Timeframe                                 | Responsible Staff | Key Deliverables                |
|---|---|-------------------|---------------------------------|
| 2) Where applicable, connect representatives of qualifying retail locations with regional campaign and program Advisory Committees or the Regional Collaborative to identify projects, events, and initiatives that will create additional partnership opportunities. Provide the retail representatives with agenda items in advance of the meetings to confirm the topics are relevant to the retailer's interests. As necessary, present retail partnership successes and highlights at Regional Collaborative meetings. | October 1, 2011-<br>September 30,<br>2012 | Ret C, All Staff  | Submit Completed electronic ATF |
| 3) Educate highly interested and those involved with <i>Communities of Excellence in Nutrition, Physical Activity and Obesity Prevention (COX<sup>2</sup>)</i> independent retailer managers/owners on proper fruit and vegetable storage and display protocol to help improve the quality and quantity of fruits and vegetables available to local eligible low income residents through information found in the <i>Retailer Fruit &amp; Vegetable Marketing Guide</i> .  | October 1, 2011-<br>September 30,<br>2012 | PD, Ret C         | Submit Completed electronic ATF |
| a) As appropriate, educate retailers on the benefits of accepting both electronic benefits transfer (EBT) and WIC coupons and connect retailers with their local CalFresh office or WIC project.  | October 1, 2011-<br>September 30,<br>2012 | Ret C             | Submit Completed electronic ATF |
| 4) Partner with food security organizations such as food banks, CalFresh offices, and WIC clinics with the goal of increasing fruit and vegetable-related awareness, knowledge, skills, and purchasing habits among eligible low-income families.   | October 1, 2011-<br>September 30,<br>2012 | Ret C             | Submit Completed electronic ATF |
| a) Food Banks:<br>Per the <i>Retail Program Regional Manager's Guide</i> , provide technical assistance and materials to coordinators at 1 county food banks who will in turn provide assistance and materials to promote the consumption of fruits and vegetables at multiple food pantries in the Region.   | By<br>September<br>2012                   | Ret C             | Submit Completed electronic ATF |
| b) CalFresh Offices:<br>Per the <i>Retail Program Regional Manager's Guide</i> , collaborate with CalFresh offices and other food security organizations to provide their promotional materials for Regional Network staff to distribute while conducting food demonstrations, store tours, and other activities at retail locations.   | October 1, 2011-<br>September 30,<br>2012 | Ret C             | Submit Completed electronic ATF |
| c) WIC offices:<br>Per the <i>Retail Program Regional Manager's Guide</i> , inform WIC clinics of Retail Program resources.   | October 1, 2011-<br>September 30,<br>2012 | Ret C             | Submit Completed electronic ATF |

Legend: PD: Project Director; RC: Regional Coordinator; D: District Coordinator; PAs: Physical Activity Specialist; CC: Collaborative Coordinator; Lat C: Latent Coordinator; Lat A: Latent Assistant; PAs C: Power Play Coordinator; PAs A: Power Play Assistant; Ret C: Retail Coordinator; Ret A: Retail Assistant; Health Leader

EXHIBIT A  
Scope of Work

Monterey County Health Dept.  
11-10234

| Activity/Methods   | Timeframe | Responsible Staff | Key Deliverables |
|--|-----------|-------------------|------------------|
| Objective 26 Worksite - Recruitment and Implementation: Not Applicable (N/A) not a part of this contract; content intentionally omitted. |           |                   |                  |
| Objective 27 Worksite - Partnerships: Not Applicable (N/A) not a part of this contract; content intentionally omitted.                   |           |                   |                  |

| Activity/Methods   | Timeframe                              | Responsible Staff | Key Deliverables  |
|--|--|-------------------|---|
| <b>Objective 28 Schools -Classroom-Based Nutrition Education Activities:</b> From October 1, 2011 through September 30, 2012, improve fruit and vegetable and physical activity-related awareness, knowledge, attitudes, skills, and behaviors among eligible low-income 9- to 11-year-old children through nutrition/physical activity lessons and other direct interventions as part of the Children's Power Play Campaign, reaching 1,210 of the region's eligible low-income 9- to 11-year-old children with seven to ten classroom-based activities from the School Idea & Resource Kits. |  |                   |   |
| 1) Based upon the Children's Power Play Campaign annual operating plan, recruit, train, provide support to, and follow up with fourth- and fifth-grade teachers at eligible low-income schools (including Network funded schools) regarding the implementation of the School Idea & Resource Kits and Power Up for Learning physical activity supplement. Teachers should agree to conduct all ten School Idea & Resource Kit activities during the school year.   | October 1, 2011-<br>September 30, 2012 | PPC               | Submit Completed electronic ATE (# of sites, # of teachers, # of activities conducted, # of students reached, etc.) minimum of 5 positive quotes from teachers and other school staff regarding the Campaign participation and 5 photos of the Campaign in action.<br><br>On file: Teacher registration forms and participation reports |
| 2) Educate and provide resources to eligible low-income schools on creating a healthier school environment, using the Power Play Regional Manager's Guide as a guide.  | October 1, 2011-<br>September 30, 2012 | PPC, PP A         | Submit Description of progress report narrative   |
| <b>Legend:</b> RD: Project Director; RC: Regional Coordinator; MC: Media Coordinator; PMS: Physical Activity Specialist; GC: Grant Coordinator; PP A: Power Play Assistant; RC A: Power Play Assistant; RC B: Retail Coordinator; RC C: Community Outreach Coordinator   |  |                   |   |

| Activity/Methods   | Timeframe                              | Responsible Staff | Key Deliverables  |
|--|--|-------------------|---|
| <b>Objective 29 Schools-School-Based Promotions:</b> From October 1, 2011 through September 30, 2012, reach 400 of the region's eligible low-income 9- to 11-year-old children with three school-based nutrition education and physical activity promotions, including at least one promotion with activities conducted in the cafeteria.  |  |                   |   |
| 1) Based upon the Children's Power Play! Campaign annual operating plan, identify schools to receive added support to conduct promotions with priority given to official Power Partner schools. Meet with school staff to identify relevant nutrition- and physical activity-related promotions (e.g., National Nutrition Month, Walk to School Month, TV Turnoff Week/Try Something New, Fruits & Veggies—More Matters™ Month, etc.), including one promotion with activities that are conducted in the cafeteria. Support schools by providing resource materials (e.g., flyers, fact sheets, tip sheets), consulting on strategies and tactics, and connecting schools with appropriate partners. | October 1, 2011-<br>September 30, 2012 | PPC               | Submit Completed electronic ATF (# of schools, # of promotions, etc.)<br>narrative description of promotional efforts and outcomes<br>On file locally-developed or customized materials |
| <b>Objective 30 Schools-Parent Education:</b> From October 1, 2011 through September 30, 2012, partner with eligible low-income elementary school sites participating in the Children's Power Play! Campaign to improve fruit and vegetable and physical activity-related awareness, knowledge, attitudes, and skills to support their children's fruit and vegetable consumption and physical activity behaviors among parents of eligible low-income elementary-age children through (1) distribution of print materials to reach a minimum of 120 parents an average of six times, and (2) direct interaction with parents at school sites to reach a minimum of 30 parents.                      |  |                   |   |
| 1) Partner with schools to provide written nutrition education materials to parents that support school-based promotions and Network messages via Harvest of the Month family newsletters, Children's Power Play! Campaign parent brochures, and other educational print pieces focused on the health benefits of fruits, vegetables, and physical activity. Collaborate with other Regional Network staff to include information about local resources and events, including community events at which the other Regional Network campaigns/programs will conduct interventions.  | October 1, 2011-<br>September 30, 2012 | PPC PP A          | Submit Completed electronic ATF (# of materials distributed, # of parents reached, etc.)<br>On file locally-developed or customized materials   |
| 2) Provide Children's Power Play! Campaign information and basic nutrition education (e.g., game wheel, food demonstrations, physical activity demonstrations) at parent-focused school events, such as back to school nights, open houses, parent association meetings, and other parent- and family-oriented events conducted at school sites. When possible, invite Melrose-funded CalFresh outreach projects to co-host booths to promote CalFresh participation. Collaborate with other Regional Network staff, where possible.   | October 1, 2011-<br>September 30, 2012 | PPC PP A          | Submit Completed electronic ATF (# of events attended, # of parents reached, etc.)  |
| <b>Legend:</b> PPC=Project Director; RD=Regional Coordinator; MC=Media Coordinator; PAS=Physical Activity Specialist; CC=Collaborative Coordinator; LPP=Local Power Play Coordinator; PP A=Power Play Assistant; RPP=Regional Power Play Coordinator; CLE=Community Health Leader  |  |                   |   |

| Activity/Methods  | Timeframe                            | Responsible Staff | Key Deliverables  |
|---|--------------------------------------|-------------------|---|
| <b>Objective 31 Schools -Child Nutrition/School Foodservice:</b> From October 1, 2011 through September 30, 2012, (1) connect child nutrition/school foodservice staff from 10 eligible low-income schools with resources that promote implementation of environmental changes focused on fruits, vegetables, and physical activity, and (2) partner with child nutrition/school foodservice staff to reach a minimum of 480 of the region's eligible low-income 9- to 11-year-old children with fruit and vegetable messages in the cafeteria for at least 60 school days. |                                      |                   |   |
| 1) Meet with child nutrition/school foodservice staff at qualifying elementary schools to orient them to available resources (including California Department of Education trainings) regarding positive environmental changes they can make to enhance the school's nutrition education and improve students' fruit and vegetable consumption.   | October 1, 2011 - September 30, 2012 | PPC               | Submit Completed electronic ATF (# of meetings conducted, etc.)   |
| 2) Partner with child nutrition/school foodservice staff at qualifying elementary schools to display fruit and vegetable messages in the cafeteria for at least 60 school days, such as incorporating Children's Power Play! Campaign and/or Harvest of the Month graphics and messages into menus, using Harvest of the Month menu templates, displaying posters/signs in the cafeteria, using stake clings on sneeze guards, highlighting fruit and vegetable offerings with small signs, and creating fruit, vegetable and physical activity bulletin boards             | October 1, 2011 - September 30, 2012 | PPC               | Submit Completed electronic ATF (# of sites, # of days, # of students reached, etc.)  |
| <b>Objective 32 Schools -School Power Partners:</b> From October 1, 2011 through September 30, 2012, establish partnerships with a minimum of 5 qualifying elementary school sites during the contract period to gain organizational-level participation in the Children's Power Play! Campaign, including participation from classroom teachers, the child nutrition/school foodservice department, and school administration.   |                                      |                   |   |
| 1) Recruit qualifying elementary school sites to be Children's Power Play! Campaign Power Partners and provide related support. At minimum, Power Partners should be doing School Idea & Resource Kit activities, school-based promotions, parent education, and displaying fruit and vegetable messages in the cafeteria. See Power Play! Regional Manager's Guide for Power Partner definition.   | October 1, 2011 - September 30, 2012 | PPC               | Submit Completed electronic ATF (# of schools, activities conducted, etc.)<br>On File: signed Power Partner agreement forms |
| 2) Encourage Power Partners to make environmental and policy changes at the school by educating staff on environmental change resources, connecting to community partners and business donors, and participating in healthy school environment events. Encourage schools to participate in federal, state and local initiatives such as Let's Move! and the WeatherUS School Challenge  | October 1, 2011 - September 30, 2012 | PPC, PAS          | Submit Description of progress report narrative   |
| Legend: PPC=Project Director, Regional Coordinator; MC=Media Coordinator; PAS=Physical Activity Specialist; C=Child Nutrition Specialist; R=Regional Manager; A=Power Play Assistant; Ref C=Recruitment Coordinator; CH=Community Health Leader   |                                      |                   |   |

| Activity/Methods   | Timeframe                          | Responsible Staff | Key Deliverables  |
|--|------------------------------------|-------------------|---|
| <p><b>Objective 3: Community Youth Organizations -CYO-Based Nutrition Education Activities:</b> From October 1, 2011 through September 30, 2012, improve fruit and vegetable and physical activity-related awareness, knowledge, attitudes, skills, and behaviors among eligible low-income 9- to 11-year-old children in community youth organizations (CYOs) through nutrition/physical activity lessons and other direct interventions as part of the Children's Power Play Campaign, reaching 970 of the region's eligible low-income 9- to 11-year-old children with 14-20 nutrition- and physical activity-focused Community Youth Organization-Idea &amp; Resource Kit activities. CYOs may include afterschool programs, summer programs, parks &amp; recreation programs, the Y, Boys &amp; Girls Clubs, scouts, sports programs, faith-based youth programs, youth programs at low-income housing units, and other organized out-of-school programs designed for children.</p> |                                    |                   |   |
| <p>1) Based upon the Children's Power Play Campaign annual operating plan, recruit, train, provide support to, and follow-up with community youth organization staff at eligible low-income CYOs (including Network-funded CYOs) regarding implementation of the Community Youth Organization Idea &amp; Resource Kit. Youth leaders should agree to conduct all twenty activities</p>   | October 1, 2011-September 30, 2012 | PP C, PP A, PAS   | Submit Completed electronic ATF (# of sites, # of activities conducted, # of children reached, etc.), minimum of 5 positive quotes from CYO staff regarding their Campaign participation and 5 photos of the Campaign in action |
| <p>2) Educate and provide resources to eligible low-income CYOs on creating a healthier out-of-school environment, using the Center for Collaborative Solutions' Healthy Behaviors Initiative resources and the Power Play Regional Manager's Guide as a guide.</p>  | October 1, 2011-September 30, 2012 | PP C, PP A        | On file: CYO registration forms<br>Submit Description in progress report narrative  |

Legend: PJ: Project Director, RC: Regional Coordinator, MC: Menu Coordinator, PAS: Physical Activity Specialist, CC: Collaborative Coordinator, Lat C: Latrine Coordinator, Lat A: Latrine Assistant, PM: Power Play Coordinator, PP A: Power Play Assistant, Ref C: Referral Coordinator, CHL: Community Health Leader

| Activity/Methods   | Timeframe                              | Responsible Staff | Key Deliverables   |
|--|--|-------------------|--|
| <b>Objective 34 Community Youth Organizations - CYO-Based Promotions:</b> From October 1, 2011 through September 30, 2012, reach 240 of the region's eligible low-income 9- to 11-year-old children with three CYO-based nutrition education and physical activity promotions, including the Power Up Your Summer! Challenge media promotion for summer programs.  |  |                   |  |
| 1) Based upon the Children's Power Play! Campaign annual operating plan, identify CYO sites to receive added support to conduct promotions, with priority given to official Power Partner CYOs. Meet with CYO staff to identify relevant nutrition- and physical activity-related promotions (e.g., Power Up Your Summer, National Nutrition Month, TV Turnoff Week/Try Something New, Fruits & Veggies--More Matters™ Month, etc.). Support CYOs by providing resource materials (e.g., flyers, fact sheets, tip sheets), consulting on strategies and tactics, and connecting CYOs with appropriate partners.  | October 1, 2011-<br>September 30, 2012 | PP C, PAS         | Submit: Completed electronic ATF (# of sites, # of promotions, etc.)<br>On file: locally-developed or customized materials   |
| <b>Objective 35 Community Youth Organizations - Parent Education:</b> From October 1, 2011 through September 30, 2012, partner with eligible low-income CYO sites participating in the Children's Power Play! Campaign to improve fruit and vegetable and physical activity-related awareness, knowledge, attitudes, and skills to support their children's fruit and vegetable consumption and physical activity behaviors among parents of eligible low-income elementary-age children through (1) distribution of print materials to reach a minimum of 97 parents an average of six times in school-year programs (three times in summer programs), and (2) direct interaction with parents at CYO sites to reach a minimum of 24 parents. |  |                   |  |
| 1) Partner with CYOs to provide written nutrition education materials to parents that support CYO-based promotions and Network messages via <i>Harvest of the Month</i> family newsletters and menu sticks, <i>Children's Power Play! Campaign</i> parent brochures, and other educational print pieces focused on the health benefits of fruits, vegetables, and physical activity. Collaborate with other Regional Network staff to include information about local resources and events, including community events at which the other Regional Network campaigns/programs will conduct interventions.  | October 1, 2011-<br>September 30, 2012 | PP C              | Submit: Completed electronic ATF (# of materials distributed, # of parents reached, etc.), narrative description of promotional efforts and outcomes<br>On file: locally-developed or customized materials |

Legend: PD: Project Director, RC: Regional Coordinator/MC: Media Coordinator, PAS: Physical Activity Specialist, CC: Collaborative Coordinator, Lal C: Latina Coordinator, Lal A: Latina Assistant, PP C: Power Play Coordinator, PP A: Power Play Assistant, PP C: Rural Coordinator, CHL: Community Health Leader

| Activity/Methods  | Timeframe                              | Responsible Staff | Key Deliverables   |
|---|--|-------------------|--|
| 2) Provide Children's Power Play Campaign information and basic nutrition education (e.g., game wheel, food demonstrations, physical activity demonstrations) at parent focused CYO events, such as open houses and other parent- and family-oriented events conducted at CYO sites. When possible, invite Network-funded CalFresh outreach projects to co-sponsor projects to promote CalFresh participation. Collaborate with other Regional Network staff, where possible. | October 1, 2011-<br>September 30, 2012 | PPC PP A          | Submit: Completed electronic ATF (# of events, # of parents reached, etc.)   |
| <b>Objective 3b Community Youth Organizations -CYO Power Partners:</b> From October 1, 2011 through September 30, 2012, establish partnerships with a minimum of 3 qualifying CYO sites during the contract period to gain organizational-level participation in the Children's Power Play Campaign, including participation from youth leaders and site directors.   |  |                   |  |
| 1) Recruit eligible low-income CYO sites to be Children's Power Play Campaign Power Partners and provide related support. At minimum, Power Partners should be doing Community Youth Organization Idea & Resource Kit activities, CYO based promotions, and parent education. See Power Play Regional Manager's Guide for Power Partner definition.   | October 1, 2011-<br>September 30, 2012 | PPC               | Submit: Completed electronic ATF (# of sites, activities conducted, etc.)<br>On File: signed Power Partner agreement forms |
| 2) Encourage Power Partners to make environmental and policy changes at the CYO by educating staff on environmental change resources, connecting to community partners and business donations, and participating in healthy CYO environment events. Encourage CYOs to participate in federal, state and local initiatives such as Let's Move! and the Center for Collaborative Solutions' Healthy Behaviors Initiative.   | October 1, 2011-<br>September 30, 2012 | PPC               | Submit: Description in progress report narrative   |
| <b>Legend:</b> PP: Project Director, RC: Regional Coordinator, MC: Menu Coordinator, PWS: Physical Activity Specialist, CC: Collaborative Coordinator, PP A: Power Play Coordinator, PP W: Power Play Assistant, RC C: Retail Coordinator, CH: Community Health Leader.   |  |                   | Linda Gonzalez, Let A. Lising Assistant, PP  |



| Activity/Methods  | Timeframe                              | Responsible Staff     | Key Deliverables  |
|---|--|-----------------------|---|
| <b>Objective 37 Community Events -Community Event Participation:</b> From October 1, 2011 through September 30, 2012, improve fruit and vegetable and physical activity-related knowledge, opinions, skills, and behaviors of eligible low-income adults by partnering with event organizers to conduct fruit, vegetable, and physical activity interactive educational activities, directly reaching a minimum of 10,700 eligible low-income Latino adults through the Latino Campaign.  |  |                       |   |
| 1) Using the <i>Conducting Successful Nutrition Education and Physical Activity Promotions at Community Events</i> manual as a guide, identify culturally-appropriate fairs, festivals, and other cultural gatherings to reach the target audience, ensuring that multiple geographic areas within the region are served. To ensure the greatest efficiency, large events that serve high numbers of the target audience should be the focus. Coordinate activities with regional partners that may include, but are not limited to, <i>Children's Power Play</i> Campaign, <i>Worksite Program</i> (if applicable), other <i>Network-funded</i> objects, community clinics, CalFresh offices, and food banks as appropriate  | October 1, 2011-<br>September 30, 2012 | Lat C                 | Submit: Annual operating plans, completed electronic ATF (# of sites, location of sites, qualification data, etc.)                |
| 2) Offer semi-annual training to Community Health Leaders (CHLs) to conduct interventions at festivals and other events using the <i>Conducting Successful Nutrition Education and Physical Activity Promotions at Community Events</i> manual and the companion training video. Ensure that CHLs are trained to provide basic information, tips, and referrals related to nutrition, physical activity, and CalFresh.  | October 1, 2011-<br>September 30, 2012 | Lat C, Lat A          | Submit: Training agenda<br>On File: Sign-in sheet   |
| 3) Using the <i>Conducting Successful Nutrition Education and Physical Activity Promotions at Community Events</i> manual as a guide, plan, coordinate, and conduct educational activities at fairs, festivals, and other cultural gatherings. Ensure appropriate CHL staffing, including the proper number of staff, identifying staff with appropriate cultural and language expertise for the audience to be served and, as necessary, appropriate food handling certification. Secure donated produce samples and/or coupons in coordination with the Regional Retail Program as appropriate. Promote the event to the target audience in advance of participation through the media, community partners, and in concert with event organizers. Conduct follow up activities as needed. | February 1-<br>September 30<br>2012    | Lat C, Lat A<br>CHL's | Submit: Completed electronic ATF (# of events, # of people reached, etc.), signed partnership agreements with festival organizers |
| <b>Legend:</b> PD: Project Director; HC: Program Coordinator; MC: Media Coordinator; PAS: Physical Activity Specialist; CC: CC: Power Play Coordinator; PP: Power Play Assistant; RL: Retail Coordinator; CHL: Community Health Leader<br>Collaborative Coordinator, Lat C: Latino Coordinator, Lat A: Latino Assistant   |  |                       |   |

| Activity/Methods   | Timeframe                            | Responsible Staff     | Key Deliverables  |
|--|--------------------------------------|-----------------------|---|
| 4) As part of the Latino Campaign, identify culturally appropriate, qualifying flea farmers' markets at which to conduct educational activities, including food demonstrations ensuring that multiple geographic areas within the region are served. Use the Conducting Successful Nutrition Education and Physical Activity Promotions at Community Events manual and the Food Demonstration Training Kit to guide the planning of interventions. Coordinate activities with regional partners that may include, but are not limited to, Children's Power Play Campaign, Wrecksite Program (if applicable), other Network-funded projects, community clinics, CalFresh offices, and food banks as appropriate.  | By December 31, 2011                 | Lat C, Lat A<br>CHL's | Submit Annual operating plans completed electronically (# of sites, location of sites, qualification data, etc.) documenting qualification of sites |
| 5) Offer semi-annual training to Community Health Leaders (CHLs) to conduct Latino targeted interventions at flea farmers' markets using the <i>Conducting Successful Nutrition Education and Physical Activity Promotions at Community Events</i> manual and companion training video and the Food Demonstration Training Kit. Ensure that CHLs are trained to provide basic information, tips, and referrals related to nutrition, physical activity training, and CalFresh.   | October 1, 2011 - September 30, 2012 | Lat C, Lat A          | Submit Training agenda<br>On Line Sign-in sheet   |
| 6) Plan, coordinate, and conduct Latino-targeted educational activities at flea farmers' markets. Ensure appropriate CHL staffing including the proper number of staff, identifying staff with appropriate cultural and language expertise for the audience to be served and, as necessary, appropriate food handling certification. Secure donated food and supplies for food demonstrations. Promote the event to the target audience in advance of participation through the media, community partners, and in concert with farmers' flea market managers. Conduct follow up activities as needed. Utilize other Network resources including CalFresh promotion materials, Harvest of the Month, Produce Quick Tips, and A Guide to Establishing a Works to Farmers' Market to create additional opportunities with flea and farmers' markets. Where appropriate, facilitate collaboration with CalFresh outreach activities. | February 1 - September 30, 2012      | Lat C, Lat A          | Submit Completed electronic ATF (# of events, # of people reached, recipes demonstrated, etc.) On file: Partnership agreements                      |
| Legend: PD, Project Director; RD, Regional Coordinator; MC, Media Coordinator; PAB, Physical Activity Specialist; CC, Collaboration Coordinator; Lat C, Latino Campaign; Lat A, Latino Awareness; Lat B, Power Play Coordinator; Lat D, Power Play Assistant; Lat E, Health Coordinator; CHL, Community Health Leader  |                                      |                       |   |

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| Activity/Methods  | Timeframe | Responsible Staff | Key Deliverables |
|---|-----------|-------------------|------------------|
| Objective 40 Faith -Body & Soul Program Planning and Recruitment: Not Applicable (N/A) not a part of this contract; content intentionally omitted |           |                   |                  |
| Objective 41 Faith Partnerships and Collaboratives: Not Applicable (N/A) not a part of this contract; content intentionally omitted               |           |                   |                  |
| Objective 42 Faith -Church Events: Not Applicable (N/A) not a part of this contract; content intentionally omitted                                |           |                   |                  |

| Activity/Method   | Timeframe                            | Responsible Staff   | Key Deliverables   |
|---|--------------------------------------|---------------------|--|
| <b>Objective 4.3 Community Based Organization &amp; Direct Health Service Provider Educational Lessons:</b> From October 1, 2011 through September 30, 2012, improve fruit and vegetable and physical activity-related knowledge, opinions, skills, and behaviors among eligible low-income adults by identifying, recruiting, training, and providing support to community-based organizations (CBOs) and direct health service providers (DHSPs) to conduct nutrition education lessons from the <i>Fruit, Vegetable, and Physical Activity Toolbox for Community Educators (Toolbox)</i> . CBOs and DHSPs include social action groups, community centers, community clinics, healthcare services, housing centers, resource centers, CalFresh offices, and any other place where the target audience assembles for classes. Reach eligible low-income Latino adults through a minimum of 20-25 CBOs and DHSPs, achieving a minimum of 3,290 individuals.            |                                      |                     |  |
| 1) Identify, recruit, and secure partnerships with qualifying CBOs and DHSPs to implement the Toolbox to educate eligible low-income adults about fruits, vegetables, and physical activity and about tools and strategies that eligible low-income adults can use to pursue positive nutrition and physical activity-related environmental changes in their communities.   | October 1, 2011 - September 30, 2012 | Lal C               | Submit Completed electronic ATF (# of partners, type of partners role), methods used to identify and partner with appropriate CBOs and DHSPs included in the annual operating plan |
| 2) Using the Toolbox training video, train Community Health Leaders (CHLs) and other relevant Regional Network staff to successfully implement Toolbox trainings using a train-the-trainer model. Ensure that CHLs have enough knowledge to conduct Toolbox trainings to partners.  | October 1, 2011 - September 30, 2012 | Lal C, Lal A        | Submit Summary of training and evaluation results (SOW Report Form), training agendas<br>On File sign-in sheet   |
| 3) Conduct trainings with CBO and DHSP partners provide ongoing technical assistance as needed, and follow up to obtain data on their usage of the Toolbox with the eligible low-income target audience using the Toolbox Participation Form.   | October 1, 2011 - September 30, 2012 | Lal C, Lal A, CHL's | Submit Completed train-the-trainer workshop evaluations  |
| 4) Provide training to Network-funded projects that wish to use the Toolbox to conduct educational activities with eligible low-income adults. Target audience members reached through other Network-funded projects should not be counted toward the numerical objectives above.   | October 1, 2011 - September 30, 2012 | Lal C, Lal A, CHL's | Submit Completed electronic ATF (# of trainings, etc.)   |
| 5) Facilitate connections through which CBOs and DHSPs use the Toolbox to provide parent-targeted nutrition education at churches, schools, youth organizations, and other appropriate settings partnering with Network campaign goals and programs.  | October 1, 2011 - September 30, 2012 | Lal C, Lal A, CHL's | Submit Completed electronic ATF (# of partners, etc.) partnerships agreements  |
| <b>Legend:</b> PD: Project Director; RC: Regional Coordinator; BP: Project Coordinator; PAB: Program Activity Specialist; CBO: Community Based Organization; DHSP: Direct Health Service Provider; CHL: Community Health Leader; L: Latino; A: Assistant; P: Project; C: Coordinator; S: Staff; T: Training; V: Video; E: Evaluation; F: Form; R: Report; S: Summary; W: Workshop; O: Other; N: Network; F: Funded; U: Unfunded; P: Partner; T: Target; A: Audience; M: Method; D: Data; B: Budget; C: Cost; E: Expense; I: Income; O: Outcome; R: Result; S: Strategy; T: Tool; V: Value; W: Work; X: Example; Y: Year; Z: Zone; AA: Address; BB: Building; CC: City; DD: District; EE: Employment; FF: Family; GG: Group; HH: Health; II: Information; JJ: Job; KK: Knowledge; LL: Location; MM: Meeting; NN: Network; OO: Organization; PP: Program; QQ: Quality; RR: Reason; SS: Service; TT: Time; UU: Unit; VV: Visit; WW: Work; XX: Example; YY: Year; ZZ: Zone. |                                      |                     |  |

| Activity/Methods  | Timeframe   | Responsible Staff       | Key Deliverables   |
|---|---|-------------------------|--|
| <b>Objective 4A Administration - Staffing &amp; Communications:</b> From October 1, 2011 through September 30, 2012, initiate and maintain appropriate staffing, systems, policies and procedures to support contract administration, including scope of work activities, program and fiscal reporting, and auditing. |   |                         |  |
| 1) Establish appropriate staffing patterns and acquire required expertise according to contract budget requirements; expected staffing patterns, and position descriptions as detailed in the contract and the Regional Network Guidelines Manual   | October 1, 2011 - September 30, 2012              | PD                      | Submit: Biographical sketches and Other Support forms<br>percent of total budget dedicated to direct costs (Narrative) |
| 2) Initiate and implement an internal communications plan that promotes program efficiencies and coordination among all aspects of the Regional Network. Communication needs should be re-assessed throughout the contract period   | November 15, 2011 - September 30, 2012            | PD                      | Submit: Internal Communications Plan<br>On file: on-going updates as applicable  |
| 3) Quarterly (at a minimum) Regional Network campaign and program staff and Regional Network fiscal staff meet to address fiscal reporting procedures, invoicing, and overview of spending patterns, in order to ensure compliance with contract requirements   | Quarterly<br>October 1, 2011 - September 30, 2012 | PD                      | Submit: Meeting agendas<br>On file: Meeting minutes/outcomes   |
| 4) Maintain appropriate staff time documentation including:   | October 1, 2011 - September 30, 2012              |                         | On file: Time logs, signed duty statements - semi-annual certification   |
| a) Quarterly time study documentation on file for all staff working less than 100% on Network contracts. Time studies are to be submitted to State Network for review upon request. Use of USDA-State Network approved time study is mandated   | Quarterly<br>October 1, 2011 - September 30, 2012 | RC, PAS, PP, C<br>Lat C | On file: Time logs   |
| b) Current signed duty statement for Regional Network staff working 100% on Regional Network contract (of note, part-time staff working only on Network activities fall into this category).  | October 1, 2011 - September 30, 2012              | PD                      | On file: Signed duty statements  |
| c) Signed semi-annual certification for employees paid 100% by Network contract   | October 1, 2011 - September 30, 2012              | PD                      | On file: Signed semi-annual certification  |

Legend: PD: Project Director RC: Regional Coordinator PAS: Project Activity Specialist CC: Collaboration Coordinator Lat C: Latent Coordinator at A: Internal Assessment at B: Review  
PP: Project Manager PP A: Project Manager Assistant PP C: Project Coordinator CHL: Community Health Liaison

| Activity/Methods   | Timeframe   | Responsible Staff | Key Deliverables   |
|--|---|-------------------|--|
| <b>Objective 45 Administration - Reporting:</b> From October 1, 2011 through September 30, 2012, provide all requested reports, forms, fiscal documentation, and invoices on or before required deadlines as per the <i>Regional Network Guidelines Manual</i> .   |   |                   |  |
| 1) Design and refine regional systems and procedures for gathering necessary information to meet reporting requirements, including but not limited to: scope of work, progress reports, technical assistance logs, time study documentation and analysis, fiscal expenditure reporting and analysis, if appropriate, and materials (e.g., newsletters, social media activities, websites) as well as case studies and success stories should also be considered in systems design. | November 15, 2011 - September 30, 2012                | PD                | On file: Tools and summary of systems  |
| 2) Provide all requested reports, forms, fiscal documentation, and invoices on or before required deadlines as per the <i>Regional Network Guidelines Manual</i> . Reporting may transfer to online submission and data collection may change during the course of the contract period. For a complete listing of report requirements, reference the <i>Regional Network Guidelines Manual</i> . Selected requirements highlighted here include:                                   | October 1, 2011 - September 30, 2012                  | PD                | Submit: Completed reports, forms, invoices as per contract and <i>Regional Network Guidelines Manual</i> |
| a) Semi-Annual Activity Report (SAAR)  | Semi-Annually<br>October 1, 2011 - September 30, 2012 | PD                | Submit: Completed SAAR (potential for electronic submission)   |
| b) Progress Report Documents   | Semi-Annually<br>October 1, 2011 - September 30, 2012 | PD<br>All Staff   | Submit: Completed progress report documents  |
| c) Activity Tracking Forms (ATF) (electronic copies only) for all campaigns and programs submitted on the fifth day following the end of every quarter (January, April, July, October); with the exceptions of the Regional Operations ATF submission on April 5th and October 5th only.   | Quarterly<br>October 1, 2011 - September 30, 2012     | PD<br>All Staff   | Submit: Completed electronic ATFs  |
| d) Appropriate documentation to reflect hiring, equipment, purchases, equipment training and other activities that may have occurred during the reporting period as per the <i>Regional Network Guidelines Manual</i> .  | October 1, 2011 - September 30, 2012                  | PD                | Submit: Complete documentation   |
| Legend: PD: Project Director; RD: Regional Coordinator; FAS: Fiscal Assistant; PAB: Project Activity Coordinator; CD: Collaborative Coordinator; C: Community Health Worker  |   |                   |  |

| Activity/Methods  | Timeframe   | Responsible Staff                             | Key Deliverables  |
|---|---|---|---|
| e) Quarterly invoices due one month following the close of the quarter (January 31, April 30, July 31, and December 30) as per the <i>Regional Network Guidelines Manual</i>  | Quarterly<br>October 1, 2011 -<br>September 30,<br>2012 | PD  | Submit: Completed invoices<br>On file: Back-up documentation  |
| f) Travel requests for non-Network sponsored trainings and conferences are to be submitted in advance with agendas using required Network form as per the <i>Regional Network Guidelines Manual</i> , as the requests arise   | October 1, 2011 -<br>September 30,<br>2012              | PD  | Submit: Completed forms,<br>Summary of Non-Network<br>trainings attended (SOW Report<br>Form)<br>On file: Approvals |
| <b>Objective 46: Administration - Staff Development &amp; Technical Assistance:</b> From October 1, 2011 through September 30, 2012, ensure that required staff participate in all orientation, training, and technical assistance opportunities offered by the Network.  |   |   |   |
| 1) Ensure that all lead staff, including Campaign and Program Managers, Physical Activity Specialists, Project Director, Collaborative Coordinator, and Media Coordinator participate in Network trainings, orientations, and group teleconferences and webinars. (Please note timeframes are provided to assist with planning and may change during the course of the contract). At minimum:     | October 1, 2011 -<br>September 30,<br>2012              | PD<br>All Staff                               | Submit: Summary of participation<br>(SOW Report Form)<br>On file: Agendas, Materials (as<br>applicable, see below)  |
| a) Monthly teleconference calls/webinars (including All Funded Projects) for Regional Network Project Director and other key Regional Network staff as appropriate. Will participate in monthly teleconference calls to stay abreast of current updates. Teleconference attendees are responsible for disseminating information covered on the calls to all Regional Network staff as appropriate | Monthly<br>October 1, 2011 -<br>September 30,<br>2012   | PD  | Submit: List of participating staff<br>and dates (SOW Report Form)<br>On file: Agendas                              |
| b) Campaign and program teleconference calls and/or webinars for Campaign/Program Managers, Physical Activity Specialists, and other key campaign/program staff. Each campaign/program will conduct separate monthly calls/webinars specific to the individual needs of the campaign/program.   | Monthly<br>October 1, 2011 -<br>September 30,<br>2012   | PD, Lat C, Lat A,<br>PPC, PP A,<br>Ret C, PAS | Submit: List of participating staff<br>and dates (SOW Report Form)<br>On file: Agendas                              |

Legend: PD: Project Director; RC: Regional Coordinator; MC: Media Coordinator; PAS: Physical Activity Specialist; CC: Collaborative Coordinator; Lat C: Clinical Coordinator; Lat A: Lab Assistant; Ret C: Retired; PP A: Power Plan Assistant; PP C: Public Health Coordinator; Ret C: Retired; C: Community Health Leader



| Activity/Methods   | Timeframe   | Responsible Staff                 | Key Deliverables   |
|--|---|-----------------------------------|--|
| c) Regional Network Statewide Trainings/Conferences: Participate in up to three, two-day trainings/conferences for Campaign/Program Managers and Physical Activity Specialists, with up to two of these trainings/conferences also mandatory for Project Directors, Collaborative Coordinators and Media Coordinators. Trainings/conferences tentatively scheduled to include two in Sacramento (November 2011 and February 2012) and one in Orange County or Los Angeles County (May 2012). Dates and locations are provided for planning purposes and are subject to change. | October 1, 2011-<br>September 30, 2012            | PD, CC, Lat C,<br>APC, Rel C, PAS | Submit: List of participating staff and dates (SOW Report Form)<br>On file: Materials                          |
| d) Network Statewide Collaborative, Provide Regional Network participation in each of the Network Statewide Collaborative Subcommittees & Operations Subcommittee.   | October 1, 2011-<br>September 30, 2012            | PD                                | Submit: List of participating staff and dates (SOW Report Form)<br>On file: Agendas, Materials                 |
| e) Regional Network Project Directors meetings as scheduled: Minimum of two days each, for Regional Network Project Director or member representative  | November 2011<br>& May 2012                       | PD, RC                            | Submit: List of participating staff and dates (SOW Report Form)<br>On file: Agendas, Materials                 |
| f) RoThink Your Drink Activities: Participate in monthly RoThink Your Drink teleconference calls as relevant to regional Nutrition Education initiatives and up to one face-to-face meeting. Additional activities might include: participation in material development processes, pilot-testing new materials, presentation of relevant best practices, participation in data collection and evaluation activities, etc.  | Monthly<br>October 1, 2011-<br>September 30, 2012 | PD, RC                            | Submit: List of participating staff, dates, and contributions (SOW Report Form)<br>On file: Agendas, Materials |
| 2) Ensure that appropriate staff participate in region-specific technical assistance opportunities At minimum:   | October 1, 2011-<br>September 30, 2012            | PD, RC                            | Submit: List of participating staff and dates (SOW Report Form)  |
| a) Campaign and program technical assistance calls pertaining to the specific technical assistance needs of the region   | Monthly<br>October 1, 2011-<br>September 30, 2012 | PD, Lat C, PPC,<br>Rel C, PAS     | Submit: List of participating staff and dates (SOW Report Form)<br>On file: Agendas                            |
| b) Annual Progress Report Teleconferences: Regional Network staff will participate in one annual teleconference to review Progress Report feedback.  | January 2012                                      | PD                                | Submit: List of participating staff and dates (SOW Report Form)<br>On file: Agendas                            |

Legend: PD: Project Director; RC: Regional Coordinator; MC: Media Coordinator; PAS: Physical Activity Specialist; CC: Collaborative Coordinator; Lat C: Latina Coordinator; APC: Asian Pacific Coordinator; Rel C: Rural Coordinator; CCL: Community Health Leader

EXHIBIT A  
Scope of Work

| Activity/Methods  | Timeframe                             | Responsible Staff | Key Deliverables   |
|---|---------------------------------------|-------------------|--|
| c) One Shaping Health as Partners in Education (SHAPE) California school networking meeting sponsored by the Network (offered in most regions)  | March 1-July 2, 2012                  | PPC, PAS          | Submit: List of participating staff and dates (SOW Report Form)<br>On file: Agendas, Materials                   |
| 3) Ensure that pertinent program and fiscal staff participate in required site visits at minimum one joint fiscal and program visit, and one each per campaign and program. <i>Note: Visits may be conducted together and/or separately. Regional Network staff may also be requested to host one visit by the Network Program Compliance Review Team.</i>  | October 1, 2011<br>September 30, 2012 | PD                | Submit: Strategic outcomes of site visit (Narrative)<br>On file: Performance Improvement Plan (PIP) upon request |
| 4) Ensure that appropriate staff receive additional training that supports their job duties and the Regional Network Scope of Work. At minimum  | October 1, 2011<br>September 30, 2012 | PD                | Submit: List of participating staff and dates (SOW Report Form)<br>On file: Agendas                              |
| a) CPR and First Aid Certification: At minimum Regional Network Physical Activity Specialists must have current certification.  | By October 28, 2011                   | PAS               | Submit: Copy of current certification  |
| b) Food handling certification (such as ServSafe) that meets the county requirements for each county in which interventions involving food handling will occur. Each food demonstration or food sampling activity required in the scope of work must be staffed by a minimum of one person with a current food handling certification. All additional activities involving food handling must be appropriately staffed to meet the requirements of the county in which the activity occurs. At minimum Retail Program Manager and appropriate community health leaders must be certified. | October 1, 2011<br>September 30, 2012 | Ret C, Lat C      | Submit: Copy of certification for certified staff  |
| c) Regional Network Cross-training: Ensure that all lead staff, including Campaign and Program Managers, Physical Activity Specialist, Project Director, Collaborative Coordinator, and Media Coordinator receive an in-depth orientation and training on each of the Regional Network campaigns, initiatives, and other major activities, providing all such staff with adequate background and familiarity, enabling them to generally address any Regional Network effort when out in the field facilitating integration and coordination opportunities with a variety of partners.    | October 1, 2011<br>September 30, 2012 | PD<br>All Staff   | Submit: List of training dates and attendees (SOW Report Form)<br>On file: Training materials                    |
| d) One to two additional pre-approved meetings within trainings of choice for Project Director, each Campaign/Program Manager, Physical Activity Specialist, Collaborative Coordinator, and Media Coordinator   | October 1, 2011<br>September 30, 2012 | All Staff         | Submit: List of participating staff and dates (SOW Report Form)  |

Legend: PD: Project Director; RC: Regional Coordinator; MC: Media Coordinator; PAS: Physical Activity Specialist; CC: Collaborative Coordinator; Lat C: Latino Coordinator; Ret C: Retail Coordinator; Lat A: Latino Assistant; Lat B: Bilingual Assistant

| Activity/Methods   | Timeframe                                 | Responsible Staff            | Key Deliverables  |
|--|---|------------------------------|---|
| <b>Objective 47 Administration - Materials &amp; Materials Management:</b> From October 1, 2011 through September 30, 2012, comply with guidance related to materials creation and production; establish and implement appropriate systems and procedures for warehousing, storage and tracking of inventory for contract, campaign and program materials. |   |                              |   |
| 1) Comply with guidance related to materials creation and production as per the <i>Regional Network Guidelines Manual</i> and <i>Guides &amp; Vendors--More Matters</i> <sup>74</sup> licensing agreement. Complete materials approval form as necessary prior to production and dissemination of materials developed by <i>Regional Network</i> staff.    | October 1, 2011-<br>September 30,<br>2012 | All Staff                    | Submit: Completed materials review form, sample final materials |
| 2) Warehouse/store and track inventory for contract, campaign and program materials (quantity of materials is dependent upon each region's target audience size and can be minimal with appropriate use of online ordering system; allocations will be adjusted as needed)   | October 1, 2011-<br>September 30,<br>2012 | PD, RC, Lat C,<br>Ret C, PPC | Submit: Completed SAAR<br>On file: Materials request tracking   |
| Legend: PD, Field Director; RC, Regional Coordinator; MC, Media Coordinator; PAS, Physical Activity Specialist; CC, Communications Coordinator; Lat C, Latino Coordinator; Lst A, Latino Assistant; PP C, Power Play Coordinator; PP A, Power Play Assistant; Ret C, Retail Coordinator; CHL, Community Health Leader                                      |   |                              |   |

**Exhibit B**  
**Budget Detail and Payment Provisions**

**1. Invoicing and Payment**

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

Monica Regalado  
California Department of Public Health  
*Network for a Healthy California*  
1616 Capitol Avenue, Suite 74.516  
MS 7204  
P.O. Box 997377  
Sacramento, CA 95899-7377

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

**C. Invoice shall:**

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

and shall submit the documents to the CM for approval. The supplemental invoice(s) cannot exceed 20% of the total contract amount for the fiscal year in which the supplemental invoice(s) is submitted. Supplemental invoices for the first, second, and third quarter are due no later than 90 days after the end of each quarter. A supplemental invoice for the fourth quarter is due no later than 120 days after the end of the fourth quarter. If you are seeking an exception to these requirements, you must send a written request to the CM and provide justification that explains the circumstances surrounding your inability to meet these requirements. Exceptions may only be granted after Network management has reviewed the request and has made a determination.

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

**2. Budget Contingency Clause**

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

**3. Prompt Payment Clause**

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

**4. Timely Submission of Final Invoice**

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

5. **Expense Allowability / Fiscal Documentation**

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

6. **Recovery of Overpayments**

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

**7. Revenue**

- A. This provision supersedes and replaces provision 6 entitled, "Income Restrictions" appearing in Special Terms and Conditions Exhibit D(F).
- B. If the Contractor realizes a profit from the sale of nutrition education materials (videos, literature, etc. paid with agreement dollars), it must report the amount to the State as Contractor income on the SF-269 form. The Contractor shall make the SF-269 form available to the State on request. The Contractor shall place any income, fees, or reimbursements accruing to or received by the Contractor for services rendered under this agreement into a separate identifiable account. Revenues generated by the Contractor as a result of this State agreement must be utilized to meet identified, agreed upon, program-related needs of the Contractor, or must be returned to the State. Any revenues accruing to the Contractor, based on services supported in whole or in part by the State pursuant to this agreement, shall be used to defray costs incurred by this project to measurably expand the program or improve the quality of services detailed in this agreement, and must be approved in writing by the State. Adequate documentation of the use of these funds shall be maintained.

**8. Restriction of Funds**

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

**9. Advance Payment**

No advance payment is allowed under this agreement.

**Exhibit B Attachment I**  
**BUDGET**  
**10/1/11 - 9/30/12**

Monterey County Health Dept.  
11-10234

| <b>PERSONNEL SALARIES*:</b>   |  |  |  |                         |
|-------------------------------|--|--|--|-------------------------|
|                               | <b>1. Position Title</b>   | <b>2. Annual Salary</b>  | <b>3. Total FTE<br/>(as a decimal)</b> | <b>4. Total Dollars</b> |
| 1.                            | Title: Regional Coordinator/ Assistant Project Director-70% (Chronic Disease Prev Coord [CDPS]) and Collaborative Coordinator-30% (CDPC)                 | \$ 76,692  | 1.0000                                 | \$ 76,692               |
| 2.                            | Title: Project Director/Supervisor (Superv PI Nutritionist)  | \$ 79,527  | 0.3000                                 | \$ 23,858               |
| 3.                            | Title: Physical Activity (PA) Specialist-50% (Chronic Disease Prev Spec II [CDPS II]), Latino Assistant-25% (CDPS II), PowerPlay Assistant-25% (CDPS II) | \$ 67,337  | 1.0000                                 | \$ 67,337               |
| 4.                            | Title: CSA III (Core) Promotora (Community Health Leader)  | \$ 27,277  | 0.04040                                | \$ 1,102                |
| 5.                            | Title: Retail Coordinator-75% (CDPS II), Media Coordinator-25% (CDPS II)   | \$ 68,095  | 1.0000                                 | \$ 68,095               |
| 6.                            | Title: CSA III (Retail) Promotora (Community Health Leader)  | \$ 27,277  | 0.3394                                 | \$ 9,258                |
| 7.                            | Title: Power Play Coordinator (CDPS II)  | \$ 57,647  | 1.0000                                 | \$ 57,647               |
| 8.                            | Title: Latino Coordinator (CDPS II)  | \$ 67,421  | 1.0000                                 | \$ 67,421               |
| 9.                            | Title: CSA III (Latino) Promotora (Community Health Leader)  | \$ 27,277  | 0.1971                                 | \$ 5,377                |
|                               | <b>SUBTOTAL</b>  | <b>\$ 498,550</b>  | <b>5.8769</b>                          | <b>\$ 376,787</b>       |
| <b>POSITION DESCRIPTIONS:</b> |  |  |  |                         |
|                               | Administrative/Project Director/Position   | Administers the nutrition education contract and budget, supervises nutrition education staff, attends nutrition education and scope of work related meetings, develops program, plans and participates in the Regional collaborative. Coordinate contract reporting requirements. |  |                         |
|                               | Superv PI Nutritionist   | Oversees and supervises the nutrition education program including project administration, project coordination, the development of the nutrition education component and materials and other nutrition and physical activity promotion programs.                                   |  |                         |



**Exhibit B Attachment I  
BUDGET**

**10/1/11 - 9/30/12**

**Monterey County Health Dept.  
11-10234**

|   |   |
|---|---|
| Program Assistant (e.g. PowerPoint Assistant, Photo Assistant)<br>Position #23  | Assists the Project Coordinator with nutrition education program planning and development. Under the direction of Project Coordinator, implements campaign and program nutrition education trainings for <i>Network</i> -funded projects and partners serving the Supplemental Nutrition Assistance Program-Education (SNAP-Ed) eligible target audience, researches and assists with recruitment of eligible intervention sites and audiences for campaign and program expansion, and assists with required contract documentation and reporting.  |
| Project Coordinator (e.g. Assistant Project Director, Power Point Coordinator, Manager, Photo Coordinator, Manager, Retail Program Manager, etc.)<br>Position #15, 24, 25, 26, 27, 28                         | Under the direction of the Administrator, coordinate and organize program/campaign staff and nutrition education activities; plan and follow through on outreach and educational events at health fairs, schools, and other promotional activities; work with schools, churches, farm worker organizations, and community organizations in planning and promoting good health through dissemination of nutrition education materials; actively acquire and develop culturally and linguistically competent nutrition curriculum and education materials; to promote existing and/or to develop new physical activity promotional components of nutrition education; and expand our existing community outreach program to encompass nutritional components to increase community awareness and knowledge of good nutrition and healthy active lifestyles. |
| Coordinator/Project Coordinator (e.g. Collaborative Coordinator)<br>Position #4   | Supervises, coordinates, facilitates nutrition education activities of the <i>Regional Network</i> collaborative, arranges workshops and special events related to nutrition education priorities. Coordinates nutrition education and physical activity integration resource sharing among <i>Network</i> -funded projects and partners serving the SNAP-Ed eligible audience.   |
| Resource and/or (e.g. Physical Activity Specialist)<br>Position #5  | Mentors and trains staff, <i>Network</i> -funded projects, and others serving the SNAP-Ed eligible population, on integration of physical activity into nutrition education interventions. Coordinates one-time physical activity demonstrations. Coordinates nutrition and physical activity resources to distribute with nutrition education interventions.   |
| Regional Media Coordinator<br>Position #6   | Facilitates all the <i>Regional Network</i> media efforts, including creating and maintaining a regional media plan, serving as the primary media contact with State and <i>Regional Network</i> funded partners, and providing leadership for regional public relations and media events in support of <i>Regional Network</i> nutrition education activities targeting the SNAP-Ed eligible population.   |
| Propositional (e.g. Community Health Leader)<br>Position #2, 3, 6, 9  | Works with the Project Coordinator in SNAP-Ed communities to conduct nutrition education interventions and participate in local events to promote healthy eating and physical activity for SNAP-Ed eligibles.   |
| <b>FRINGE BENEFITS**</b><br>Includes payroll taxes, retirement, workers compensation, life insurance, employee assistance, and medical/dental/vision benefits at approximately 48.3654% of \$376,383 salaries |   |
| <b>TOTAL DOLLARS</b>  |   |
| <b>SUBTOTAL: \$ 183,742</b>   |   |

\* Personnel Salaries and Fringe Benefits: California Department of Public Health (CDPH) shall reimburse the contractor for services performed and invoiced during the invoice period as outlined in Exhibit B, 1(D) and Exhibit E, 1(A.1) of this agreement.

**Exhibit B Attachment I**  
**BUDGET**  
**10/1/11 - 9/30/12**

Monterey County Health Dept.  
11-10234

|  |   |          |    | Total Dollars    |
|--|---|----------|----|------------------|
| <b>OPERATING EXPENSES**:</b>   |   |          |    |                  |
| 1  | General Postage and expenses for mailing of newsletters and correspondence in support of nutrition education activities as described in the Scope of Work, including FedEx, etc. (\$38 - \$40 x 12 mos) |          |    | \$ 475           |
| 2  | General Office Supplies (pens, pencils, paper, folders, printer cartridges, etc.; \$190 x 12 mos)   |          |    | \$ 2,280         |
| 3  | Duplication   |          |    | \$ 500           |
| 4  | Information Technology: Internet, email, PC maintenance & services at approx. \$210 per month FTE x 12 mos x 5.20 FTE staff listed under personnel  |          |    | \$ 13,354        |
| <b>SUBTOTAL:</b>   |   |          |    | <b>\$ 16,609</b> |
| <b>EQUIPMENT EXPENSES**:</b>   |   |          |    |                  |
| 1  | Computer: Two (2) 7360-CIO Lenovo Think Center M58 and Bundled Services (Disposal, MAC Rpt, Spares, PN Spt) (\$14) plus applicable sales tax for Program Assistant (Position 1).                        | \$ 2,200 | \$ | 2,200            |
|  | (Disposal, MAC Rpt, Spares, PN Spt) (\$14) plus applicable sales tax for Program Assistant (Position 5).  | \$ 1,100 | \$ | 1,100            |
| Computers will meet Network minimum requirements; specifications will be submitted for approval prior to purchase. |   |          |    |                  |
| <b>SUBTOTAL:</b>   |   |          |    | <b>\$ 2,200</b>  |
| <b>TRAVEL AND PER DIEM**:</b>  |   |          |    |                  |
| 1)   | Local Mileage for Core/Latino/PowerPlay activities  |          |    |                  |
| 2)   | Regional Lead Meetings (1- Sacramento, 1-Orange County) (6 staff)   |          |    |                  |
| 3)   | Network Statewide Collaborative Meetings in Sacramento (2 staff)  |          |    |                  |
| 4)   | Network Sharing Trainings/Media Spokesperson Trainings (6 staff)  |          |    |                  |
| <b>SUBTOTAL:</b>   |   |          |    | <b>\$ 12,337</b> |

Exhibit B Attachment I

BUDGET

10/1/11 - 9/30/12

Monterey County Health Dept.  
11-10234

| SUBCONTRACTORS**: |  | Total Dollars    |           |
|-------------------|--|------------------|-----------|
| 1)                | <p><b>Mini-grant Administration - TBD</b></p> <p>Subcontractor to assist with achieving the following: Scope of Work Goal 1, Objective 11</p> <p>a) <b>Mini-Grant Program:</b> Monterey County Health Department will administer a mini-grants program throughout the Central Coast Region in which mini-grants were competitively bid and will be awarded to qualifying community organizations upon contract execution and USDA approval to the listed below. The intent of the mini-grant process is to support opportunities for appropriate community agencies and organizations to execute activities in support of the Collaborative's Nutrition Education Empowerment Initiatives and/or consumer empowerment forums.</p>  |                  | \$ 16,500 |
|                   | <p>1. Santa Cruz Community Counseling Center- Head Start Program \$ 2,100</p> <p>2. Natividad Medical Foundation \$ 2,700</p> <p>3. Kathleen Nolin \$ 2,300</p> <p>4. Hazel Hawkins Hospital Foundation \$ 2,700</p> <p>5. Humble Center \$ 2,700</p> <p>HELP Personnel, Suzanne DeVenier, Executive Director \$ 2,500</p> <p>HELP Mini-Grant Administrative Fee: 10% administrative fee x \$15,000, on projects indicated above \$ 1,500</p>  |                  |           |
|                   | <b>OTHER COSTS**:</b>  | <b>SUBTOTAL:</b> | \$ 16,500 |
| 1)                | <p><b>Regional Trainings and Meetings</b></p> <p>2- PA Skill based trainings, 1 Promising practice exchange, 1 PA Resource Showcase, 8 PA mini-trainings, 3 Collaborative meetings and 3 Advisory committee meetings</p> <p>a) Fees and expenses to implement 3 regional trainings as indicated in the Scope of Work (includes appropriate expertise/speakers and materials for distribution to participants).</p> <p>1. Facilitator, TBD, fee: 3 events @ \$1,700 each = \$5,100 \$ 5,100</p> <p>2. Supplies and Materials for events: 3 events @ \$250 each = \$750 \$ 750</p> <p>b) Supplies and Materials for Collaborative, Advisory and subcommittee meetings (15 meetings @ \$25 each)</p> <p>c) Physical Activities Mini Trainings ( 8 meetings @ \$50 each)</p> | \$ 5,850         | \$ 6,025  |

# Exhibit B Attachment I

Monterey County Health Dept.  
11-10234

## BUDGET

10/1/11 - 9/30/12

|  |   |  |    |            |                            |
|--|---|--|----|------------|----------------------------|
| Goal 1 Planning & Evaluation Objective 2, Regional Coordination & Training Objective 3, 4, 5, 6 and 7, Community Collaboration & Engagement Objective 8 and 9  |   |  |    |            |                            |
| 2)   | <b>*Nutrition Education Materials required for the delivery of critical program services and food demo</b>  |  |    |            |                            |
| a)   | Nutrition education materials and PA education supplies (maximum of \$8 per item) including brochures, and other printed materials for distribution at community events and other State regional promotional events and retail outlets. 10 events x 300 participants x \$3.10 = \$9,300+ \$ for taxes, S/H (approx \$2.12/person) = \$636 |  | \$ | 9,936      | \$                         |
| b)   | Food for food demos and tastings, as indicated in the Scope of Work for Retail store food demos, Latino toolbox lessons and Power Play lessons, to achieve required contacts. (food demos not to exceed \$2.50/person inclusive of food and supplies) 90 food demos x 50 participants x \$2.00 = \$9,000                                  |  | \$ | 9,000      |                            |
| Goal 1 Community Collaboration & Engagement Objective 10 and 14, Retail Objective 23 and 25, Schools Objectives 28, 29 and 30, Community Youth Organization Objectives 33, 34 and 35, Community Events Objective 37  |   |  |    |            |                            |
| 3)   | <b>Media</b>  |  |    |            |                            |
| a)   | One special newspaper insert/page promoting Network themes, Campaign promotions and Collaborative initiatives, 1 @ \$6,000 each. <i>All advertisements will be submitted and approved by Network Program Manager prior to distribution</i>  |  | \$ | 6,000      |                            |
| Goal 1 Community Collaboration & Engagement Objectives 10, 15, Media & PR Objective 20   |   |  |    |            |                            |
| <b>INDIRECT COSTS**:</b>   |   |  |    |            | <b>SUBTOTAL: \$ 31,561</b> |
| approx. 9.42% of Total Direct Costs, \$639,336.  |   |  |    |            |                            |
| Includes administration and fiscal overhead and fiscal indirect activities such as payroll, bookkeeping, cost accounting, cost share for project audit; other indirect expenses such as: county counsel, general liability insurance, utilities, common janitorial services and building maintenance |   |  |    |            |                            |
| <b>** CDPH shall reimburse the Contractor for expenses incurred and invoiced through the term of the agreement.</b>  |   |  |    |            | <b>SUBTOTAL: \$ 60,264</b> |
| <b>TOTAL</b>   |   |  | \$ | 498,550.00 | \$ 700,000                 |

CCC-307

**CERTIFICATION**

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

|   |                                  |                          |
|---|----------------------------------|--------------------------|
| <i>Contractor/Bidder Firm Name (Printed)</i>    |                                  | <i>Federal ID Number</i> |
| <i>By (Authorized Signature)</i>                |                                  |                          |
| <i>Printed Name and Title of Person Signing</i> |                                  |                          |
| <i>Date Executed</i>                            | <i>Executed in the County of</i> |                          |

**CONTRACTOR CERTIFICATION CLAUSES**

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

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

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

EXHIBIT C

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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

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

20. LOSS LEADER:

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

### Special Terms and Conditions

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

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

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

The terms "California Department of Public Health" 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.

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**1. Federal Equal Opportunity Requirements**

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

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

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

## 2. Travel and Per Diem Reimbursement

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

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

## 3. Procurement Rules

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

### a. Equipment definitions

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

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

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

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

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

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

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

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

#### 4. Equipment Ownership / Inventory / Disposition

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

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

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

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

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

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

- (a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).

- (b) Submit the inventory report to CDPH according to the instructions appearing on the inventory form or issued by the CDPH Program Contract Manager.

- (c) Contact the CDPH Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by CDPH's Asset Management Unit.

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

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

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

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

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

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

g. **Motor Vehicles**

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

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

**Automobile Liability Insurance**

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

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

### 5. Subcontract Requirements

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

- a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing \$5,000 or more. Except as indicated in Paragraph a(3) herein, when securing subcontracts for services costing \$5,000 or more, 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/ContractManual/ChaptersAthroughG.htm>

- b. CDPH reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.



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

## 6. Income Restrictions

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

## 7. Audit and Record Retention

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

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

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

- d. The Contractor and/or Subcontractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.

(1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement

(2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

- e. The Contractor and/or Subcontractor shall comply with the above requirements and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code § 10115.10, if applicable.

- f. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

- g. The Contractor shall, if applicable, comply with the Single Audit Act and the audit reporting requirements set forth in OMB Circular A-133.

#### 8. Site Inspection

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

#### 9. Federal Contract Funds

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

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

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

## 10. Intellectual Property Rights

### a. Ownership

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

**b. Retained Rights / License Rights**

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

**c. Copyright**

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

**d. Patent Rights**

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

**e. Third-Party Intellectual Property**

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

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

**26. Prohibited Use of State Funds for Software**

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

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

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

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

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

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

**28. Alien Ineligibility Certification**

(Applicable to sole proprietors entering federally funded agreements.)

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

**29. Union Organizing**

(Applicable only to grant agreements )

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

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

**30. Contract Uniformity (Fringe Benefit Allowability)**

(Applicable only to nonprofit organizations )

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

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

**f Earned/Accrued Compensation**

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

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

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

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

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

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

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

**31. Lobbying Restrictions and Disclosure Certification**

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

**a. Certification and Disclosure Requirements**

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

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

b. Prohibition

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

STATE OF CALIFORNIA  
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH

## CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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Name of Contractor

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Printed Name of Person Signing for Contractor

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Contract / Grant Number

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Signature of Person Signing for Contractor

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Date

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Title

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

California Department of Public Health

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



**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 OGD  
22-5500-1

|  |   |  |
|--|---|--|
| <b>1. Type of Federal Action:</b><br><input type="checkbox"/> a. contract<br><input type="checkbox"/> b. grant<br><input type="checkbox"/> c. cooperative agreement<br><input type="checkbox"/> d. loan<br><input type="checkbox"/> e. loan guarantee<br><input type="checkbox"/> f. loan insurance  | <b>2. Status of Federal Action:</b><br><input type="checkbox"/> a. bid/offer/application<br><input type="checkbox"/> b. initial award<br><input type="checkbox"/> c. post-award | <b>3. Report Type:</b><br><input type="checkbox"/> a. initial filing<br><input type="checkbox"/> b. material change<br>For Material Change Only:<br>Year _____ quarter _____<br>date of last report _____. |
| <b>4. Name and Address of Reporting Entity:</b><br><br><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee<br>Tier ____, if known.<br><br>Congressional District, if known: _____   | <b>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</b><br><br>Congressional District, if known: _____   |  |
| <b>6. Federal Department/Agency</b>  | <b>7. Federal Program Name/Description:</b><br><br>CDFA Number, if applicable: _____  |  |
| <b>8. Federal Action Number, if known:</b>   | <b>9. Award Amount, if known:</b><br><br>\$ _____   |  |
| <b>10 a. Name and Address of Lobbying Registrant</b><br><i>(If individual, last name, first name, MI):</i>   | <b>b. Individuals Performing Services (including address if different from 10a)</b><br><i>(Last name, First name, MI):</i>  |  |
| <b>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 or fact upon which reliance was placed by the tier above when the 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.</b> | Signature: _____<br>Print Name: _____<br>Title: _____<br>Telephone No.: _____ Date: _____   |  |
| <b>Federal Use Only</b>  |   | Authorized for Local Reproduction<br>Standard Form-LLL (Rev. 7-97)   |

## 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 awarded 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. Subawardees 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-99-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
 (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

**Exhibit E**  
**Additional Provisions**

**1. Additional Incorporated Documents**

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

**2. Cancellation / Termination**

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

**Exhibit E**  
**Additional Provisions**

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

**3. Avoidance of Conflicts of Interest by Contractor**

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

**Exhibit E**  
**Additional Provisions**

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

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

## Contractor's Release

### Instructions to Contractor:

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

### Submission of Final Invoice

Pursuant to contract number 11-10234 entered into between the California Department of Public Health (CDPH) and the Contractor (identified below), the Contractor does acknowledge that final payment has been requested via invoice number(s) \_\_\_\_\_, in the amount(s) of \$ \_\_\_\_\_ and dated \_\_\_\_\_.

If necessary, enter "See Attached" in the appropriate blocks and attach a list of invoice numbers, dollar amounts and invoice dates.

### Release of all Obligations

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

### Repayments Due to Audit Exceptions / Record Retention

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

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

### Recycled Product Use Certification

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

### Reminder to Return State Equipment/Property (If Applicable)

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

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

### Patents / Other Issues

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

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

Contractor's Legal Name (as on contract): Monterey County Health Department

Signature of Contractor or Official Designee: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name/Title of Person Signing: Ray Butlick, Director of Health

Distribution:      Accounting (Original)      Program

## Travel Reimbursement Information

*(Mileage Reimbursement Increase Effective 7/1/11)*

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

(1) Lodging (with receipts\*):

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

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

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

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

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

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

# Travel Reimbursement Information (Continued)

Exhibit G

2. If any of the reimbursement rates stated herein is changed by DPA, no formal contract amendment will be required to incorporate the new rates. However, CDPH shall inform the contractor, in writing, of the revised travel reimbursement rates and the applicable effective date of any rate change.  
  
At CDPH's discretion, changes or revisions made by CDPH to this exhibit, excluding travel reimbursement policies established by DPA may be applied retroactively to any agreement to which a Travel Reimbursement Information exhibit is attached, incorporated by reference, or applied by CDPH program policy. Changes to the travel reimbursement rates stated herein may not be applied earlier than the date a rate change is approved by DPA.
3. For transportation expenses, the contractor must retain receipts for parking; taxi, airline, bus, or rail tickets; car rental; or any other travel receipts pertaining to each trip for attachment to an invoice as substantiation for reimbursement. Reimbursement may be requested for commercial carrier fares; private car mileage; parking fees; bridge tolls; taxi, bus, or streetcar fares; and auto rental fees when substantiated by a receipt.
4. Note on use of autos: If a contractor uses his/her or a company car for transportation, the rate of reimbursement will be 55.5 cents maximum per mile. If a contractor uses his/her or a company car "in lieu of" airfare, the air coach fare will be the maximum paid by the State. The contractor must provide a cost comparison upon request by the State. Gasoline and routine automobile repair expenses are not reimbursable.
5. The contractor is required to furnish details surrounding each period of travel. Travel expense reimbursement detail may include, but not be limited to: purpose of travel, departure and return times, destination points, miles driven, mode of transportation, etc. Reimbursement for travel expenses may be withheld pending receipt of adequate travel documentation.
6. Contractors are to consult with the program with which the contract is held to obtain specific invoicing procedures.

## Per Diem Reimbursement Guide

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



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

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

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

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

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

E. Security Incident: "Security Incident" means:

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

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

IV. Disclosure Restrictions: The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure any CDPH PCI. The Contractor shall not disclose, except as otherwise specifically permitted by the agreement between Contractor and CDPH (including this Exhibit), any CDPH PCI to anyone other than CDPH without prior written authorization from the CDPH Program Contract Manager, except if disclosure is required by State or Federal law.

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

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

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VII. Security: The Contractor shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing CDPH PCI. These steps shall include, at a minimum:

- A. complying with all of the data system security precautions listed in the Contractor Data Security Standards set forth in Attachment 1 to this Exhibit;
- B. providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies; and

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

VIII. Security Officer: The Contractor shall designate a Security Officer to oversee its compliance with this Exhibit and for communicating with CDPH on matters concerning this Exhibit.

IX. Training: The Contractor shall provide training on its obligations under this Exhibit, at its own expense, to all of its employees who assist in the performance of Contractor's obligations under Contractor's agreement with CDPH, including this Exhibit, or otherwise use or disclose CDPH PCI.

- A. The Contractor shall require each employee who receives training to sign a certification, indicating the employee's name and the date on which the training was completed.
- B. The Contractor shall retain each employee's written certifications for CDPH inspection for a period of three years following contract termination.

X. Employee Discipline: Contractor shall discipline such employees and other Contractor workforce members who intentionally violate any provisions of this Exhibit, including by termination of employment.

XI. Breach and Security Incident Responsibilities:

- A. Notification to CDPH of Breach or Security Incident: The Contractor shall notify CDPH **immediately by telephone call plus email or fax** upon the discovery of a breach (as defined in this Exhibit), or within **twenty-four (24) hours by email or fax** of the discovery of any security incident (as defined in this Exhibit). Notification shall be provided to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(E), below. If the breach or security incident occurs after business hours or on a weekend or holiday and involves CDPH PCI in electronic or computerized form, notification to CDPH shall be provided by calling the CDPH IIT Service Desk at the telephone numbers listed in Section XI(E), below. For purposes of this Section, breaches and security incidents shall be treated as discovered by Contractor as of the first day on which such breach or security incident is known to the Contractor, or, by exercising reasonable diligence would have been known to the Contractor. A Contractor shall be deemed to have knowledge of a breach or security incident if such breach or security incident is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach or security incident, who is an employee or agent of the Contractor.

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Contractor shall take:

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

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

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

**Exhibit H**

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(For Non-HIPAA/HITECH Act Contracts)**

**XVI. Termination:**

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

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

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

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

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

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

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**Attachment 1**  
**Contractor Data Security Standards**

**1. General Security Controls**

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



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

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

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

**2. System Security Controls**

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

**3. Audit Controls**

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

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

**4. Business Continuity / Disaster Recovery Controls**

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

**5. Paper Document Controls**

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

