

CITY OF MONTCLAIR

**AGENDA FOR CITY COUNCIL, REDEVELOPMENT AGENCY, AND
MONTCLAIR HOUSING CORPORATION MEETINGS**

To be held in the Council Chambers
5111 Benito Street, Montclair, California

October 5, 2009

7:00 p.m.

As a courtesy please silence your cell phones, pagers, and other electronic devices while the meeting is in session. Thank you.

The CC/RDA/MHC meetings are now available in audio format on the City's website at www.ci.montclair.ca.us and can be accessed the day following the meeting after 10:00 a.m.

Page No.

I. CALL TO ORDER - City Council, Redevelopment Agency, and Montclair Housing Corporation

II. INVOCATION

In keeping with our long-standing tradition of opening our Council meetings with an invocation, this City Council Meeting may include a nonsectarian invocation. Such invocations are not intended to proselytize or advance any faith or belief or to disparage any faith or belief. Neither the City nor the City Council endorse any particular religious belief or form of invocation.

III. PLEDGE OF ALLEGIANCE

IV. ROLL CALL

V. PRESENTATIONS

A. Introduction of New Promotee

B. Presentation by New America Foundation Related to AB 1121
(Ranked Voting Elections)

VI. PUBLIC COMMENT

This section is intended to provide members of the public with an opportunity to comment on any subject that does not appear on this agenda. Each speaker will be afforded five minutes to address the City Council Members and Redevelopment Agency and Montclair Housing Corporation Boards of Directors. (Government Code Section 54954.3)

Under the provisions of the Brown Act, the Council/Agency/ MHC is prohibited from taking action on items not listed on the agenda.

VII. PUBLIC HEARINGS - None

VIII. CONSENT CALENDAR

A. Approval of Minutes - None

B. Administrative Reports	
1. Consider Approval of Warrant Register and Payroll Documentation [CC]	4
C. Agreements	
1. Consider Approval of Agreement No. 09-92 with AM Johnson Consulting for ArtCorps Program Management Services [CC]	5
2. Consider Approval of Agreement No. 09-93 with the Hope Through Housing Foundation to Provide an After-School Program at the San Antonio Vista Apartments [CC]	8
3. Consider Approval of Agreement No. 09-94 with the Ontario-Montclair School District to Provide After-School Programs [CC]	20
4. Consider Approval of Agreement No. 09-95 with the California Department of Public Health to Provide a Nutrition Education Program [CC]	26
5. Consider Approval of Agreement No. 09-96 with the San Bernardino County Department of Aging and Adult Services to Provide Funding from the American Recovery and Reinvestment Act of 2009 for the Senior Citizen Nutrition Program [CC]	107
D. Resolutions	
1. Consider Adoption of Resolution No. 09-2816 Authorizing Placement of Liens on Certain Properties for Delinquent Sewer and Trash Charges [CC]	151

IX. PULLED CONSENT CALENDAR ITEMS

X. RESPONSE - None

XI. COMMUNICATIONS

A. City Attorney/Agency Counsel

1. Closed Session Pursuant to Section 54956.8 of the Government Code Regarding Real Property Negotiations

Property: 10374 Marion Avenue

Negotiating Parties: City of Montclair Redevelopment Agency and Philip Vo

Negotiators: Marilyn J. Staats, Director of Redevelopment/Public Works and Christine S. Caldwell, Assistant Director of Redevelopment

Under Negotiation: Recommendations Regarding a Purchase Offer

B. City Manager/Executive Director

C. Mayor/Chairman

D. Council/Agency Board

- E. Committee Meeting Minutes *(For Informational Purposes Only)*
 - 1. Minutes of the Code Enforcement Committee Meeting of September 21, 2009 158
 - 2. Minutes of the Personnel Committee Meeting of September 21, 2009 160

XII. ADJOURNMENT OF CITY COUNCIL AND MONTCLAIR HOUSING CORPORATION BOARD OF DIRECTORS

(At this time, the Redevelopment Agency will meet in Closed Session regarding real property negotiations).

XIII. CLOSED SESSION ANNOUNCEMENTS

XIV. ADJOURNMENT OF REDEVELOPMENT AGENCY BOARD OF DIRECTORS

The next regularly scheduled City Council, Redevelopment Agency, and Montclair Housing Corporation meetings will be held on Monday, October 19, 2009, at 7:00 p.m. in the Council Chambers.

Reports, backup materials, and additional materials related to any item on this Agenda distributed to the City Council, Redevelopment Agency Board, or Montclair Housing Corporation Board after distribution of the Agenda packet are available for public inspection in the Office of the City Clerk located at 5111 Benito Street, Montclair, California, between 7:00 a.m. and 6:00 p.m., Monday through Thursday.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at (909) 625-9415. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 35.102-35.104 ADA Title II)

I, Donna M. Jackson, City Clerk, hereby certify that I posted, or caused to be posted, a copy of this Agenda not less than 72 hours prior to this meeting on the bulletin board adjacent to the south door of Montclair City Hall on October 1, 2009.

AGENDA REPORT

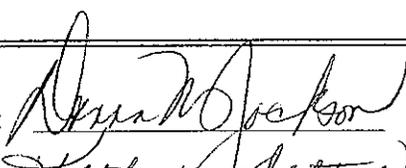
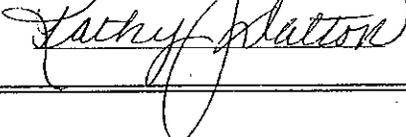
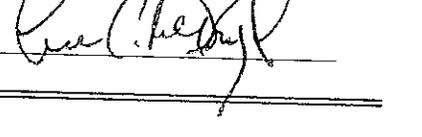
SUBJECT: CONSIDER APPROVAL OF WARRANT REGISTER AND PAYROLL DOCUMENTATION	DATE: October 5, 2009
	SECTION: ADMIN. REPORT
	ITEM NO.: 1
BUSINESS PLAN: N/A	FILE I.D.: FIN540
	DEPT.: ADMIN. SVCS.

REASON FOR CONSIDERATION: The City Council is requested to consider approval of the Warrant Register and Payroll Documentation.

BACKGROUND: Mayor Pro Tem Dutrey has examined the Warrant Register dated October 5, 2009, and Payroll Documentation dated July 19, 2009, finds them to be in order and recommends their approval.

FISCAL IMPACT: The Warrant Register dated October 5, 2009, totals \$628,885.47. The Payroll Documentation dated July 19, 2009, totals \$640,120.29, with \$464,041.92 being the total cash disbursement.

RECOMMENDATION: Staff recommends the above-referenced Warrant Register and Payroll Documentation be approved as presented.

Prepared by: 	Reviewed and Approved by: 
Proofed by: 	Presented by: 

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 09-92 WITH AM JOHNSON CONSULTING FOR ARTCORPS PROGRAM MANAGEMENT SERVICES	DATE: October 5, 2009 SECTION: AGREEMENTS ITEM NO.: 1 FILE I.D.: HSV030 DEPT.: COMMUNITY DEV.
BUSINESS PLAN: N/A	

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 09-92 with AM Johnson Consulting for ArtCorps Program management services.

BACKGROUND: On August 3, 2009, the City Council approved an Agreement accepting funds from the Inland Empire United Way for the City's After-School Program (ASP). Since 2007, the ASP has been offering the ArtCorps Program to students in grades K-8. This enrichment program is designed to offer an artist-in-residence program that brings professional artists into the ASP classrooms to work and instruct students in the disciplines of visual arts, dance, drama, and literature.

Pursuant to proposed Agreement No. 09-92, AM Johnson Consulting (AMJC) would serve as Project Coordinator for the ArtCorps Program and would be responsible for overseeing all aspects of the program, coordinating all artists involved, documenting activities, and submitting grant reports and evaluations.

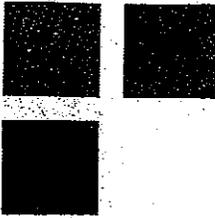
AMJC has previously worked on ASP grant-funded art projects and is qualified to provide the proposed enrichment activity services.

The term of Agreement No. 09-92 is September 15, 2009, through June 30, 2010.

FISCAL IMPACT: As proposed, the cost for AM Johnson Consulting's services is \$38,799, which would be paid for in full with Inland Empire United Way grant funds.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 09-92 with AM Johnson Consulting for ArtCorps Program management services.

Prepared by: <u>M. Rickard</u>	Reviewed and Approved by:	<u>Steve Lopez</u>
Proofed by: <u>Christine Smotherly</u>	Presented by:	<u>Joe (The Dog)</u>



AM Johnson Consulting

PO BOX 8279 • ROWLAND HEIGHTS • CALIFORNIA 91748-0279

TEL 909.525.0515 • FAX 909.444.8270 • AJOHNSON13@MAC.COM

PROPOSAL FOR SERVICES

Date: September 17, 2009

Prepared for: Marcia Richter
Director of Human Services
City of Montclair

I. Project Description

AM Johnson Consulting (AMJC) proposes to provide professional services to the City of Montclair (City) to coordinate the ArtCorps Project as outlined in the following scope of responsibilities.

II. Scope of Responsibilities:

A. Serve as the Project Coordinator to conduct artist residencies in the After School Program as follows:

1. Oversee all aspects of the program in cooperation with the After School Program Supervisor.
2. Work with After School Program staff to inform and coordinate project with administrators of selected schools.
3. Coordinate purchasing, storage and allocation of program supplies and equipment.
4. Coordinate and schedule joint Teaching Artist/Learning Leader training in cooperation with After School Program Coordinator.
5. Coordinate recruitment, scheduling and monitoring of teaching artists.
6. Coordinate Family Art Night or other culminating event.
7. Coordinate photo/video documentation of activities and events.
8. Conduct evaluations and prepare project reports and documentation.

III. Project Fee & Terms:

As per revised project budget for all components of the program.....\$38,799
Initial payment of \$10,000 will be invoiced upon execution of agreement and balance will be invoiced at the rate of \$5,000 per month.

The City of Montclair may suspend funding in whole or in part, in the event of a reduction in availability of funds from the Inland Empire United Way, the project grantor.

Submitted by:

Annette Johnson

CLIENT AGENCY:

CITY OF MONTCLAIR

By _____
Paul M. Eaton
Mayor

ATTEST:

By _____
Donna M. Jackson
City Clerk

Date _____

CONSULTANT:

AM JOHNSON CONSULTING

By _____
Annette Johnson

Date _____

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT NO. 09-93 WITH THE HOPE THROUGH HOUSING FOUNDATION TO PROVIDE AN AFTER-SCHOOL PROGRAM AT THE SAN ANTONIO VISTA APARTMENTS

DATE: October 5, 2009

SECTION: AGREEMENTS

ITEM NO.: 2

FILE I.D.: HSV030

BUSINESS

PLAN: N/A

DEPT.: COMMUNITY DEV.

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 09-93 with the Hope Through Housing Foundation to provide an After-School Program (ASP) at the San Antonio Vista apartments.

BACKGROUND: For more than ten years, the Hope through Housing Foundation, a nonprofit corporation, has offered quality after-school academic and enrichment programs to residents and neighbors of the affordable housing communities of National Community Renaissance of California. These programs are offered at no cost to participants and take place in onsite community centers at National Community Renaissance of California developments, allowing children to come home to a familiar and welcoming environment.

The Montclair Community Collaborative (MCC) was organized in 1996 as a partnership of the City of Montclair, the Ontario-Montclair School District, nonprofit agencies, colleges, businesses, and residents to strengthen the community. The Collaborative works to provide "a quality for all by working together as diverse, committed individuals and organizations." It engages in ongoing strategic planning in order to identify resources and develop services for children, youth, and adults in the community. The City of Montclair has provided an After-School Program since 1999 serving the social, emotional, and educational needs of children in the community.

Because of the success of the Montclair Community Collaborative and of the City's current ASP, the Hope Through Housing Foundation has requested the City partner to provide an ASP at the San Antonio Vista Apartments Community Center. The ASP would be operated Monday through Friday afternoons from 3:00 p.m. to 6:00 p.m. Approval of Agreement No. 09-93 would allow the City of Montclair to expand its ASP to continue its partnership with the Hope Through Housing Foundation.

The term of proposed Agreement No. 09-93 is September 1, 2009, through June 30, 2010.

FISCAL IMPACT: Should the City Council approve Agreement No. 09-93, the Hope Through Housing Foundation would award the City \$45,000 to staff and provide supplies to the ASP.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 09-93 with the Hope Through Housing Foundation to provide an ASP at the San Antonio Vista Apartments Community Center.

Prepared by:

M. Richter

Reviewed and
Approved by:

Steve Lopez

Proofed by:

Christine Smiderly

Presented by:

Paul Chedoke



HOPE through HOUSING
FOUNDATION

**SERVICES/FACILITY AGREEMENT
SAN ANTONIO VISTA APARTMENTS COMMUNITY CENTER**

This Facilities Use Agreement (the "Agreement") is made and entered into this 1st day of SEPTEMBER of 2009 by and between CITY OF MONTCLAIR, a California nonprofit, hereinafter referred to as the **PROVIDER**, and the Hope Through Housing Foundation a nonprofit corporation, hereinafter referred to as **HOPE**, with reference to the following recitals of fact:

RECITALS:

- A. **WHEREAS**, **HOPE** is the agency contracted to manage the SAN ANTONIO VISTA Apartment Community Center (the **CENTER**) in the affordable housing development known as the SAN ANTONIO VISTA Apartments (the "Project, and
- B. **WHEREAS**, **HOPE** is able to provide space at the SAN ANTONIO VISTA Apartment Community Center (the **CENTER**) for programming available from the **PROVIDER**, and
- C. **WHEREAS**, such programming is deemed to be of benefit to the residents of the SAN ANTONIO VISTA Apartments neighborhood, and
- D. **WHEREAS**, the **PROVIDER** desires to provide certain social services, including, without limitation, type of services services described in Exhibit A attached hereto and incorporated herein by this reference ("PARTNER Activities") to residents of the Project.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

AGREEMENT:

1. CITY OF MONTCLAIR

- (a) Commencing on the date hereof, the Provider shall provide **SERVICES** at the Property to residents of the Project and surrounding community pursuant to the terms of this Agreement. For purposes hereof, "PARTNER Activities" shall mean all of the services set forth on Exhibit A attached hereto, as well as such other services as the **PROVIDER**, or its affiliates, typically provide to participants of their programs.
- (b) To ensure the safety of all participants, CITY OF MONTCLAIR agrees to provide staffing to adequately service program attendees.

- (c) It is understood that at a minimum the "PARTNER" Program will be operated on Monday – Friday from 3:00 p.m. to 6:00 p.m. to facilitate on site program support, enroll new attendees and answer questions. These hours are subject to change by either party to this agreement based on need or space availability. Request for changes to be done via mail.
- (d) Time Schedules and use of areas or departments will be regulated by the staff of the PROVIDER with the knowledge and consent of the managing personnel of HOPE.
- (e) The minimum and maximum number of individuals to be enrolled in each class/activity is to be co-determined by the PROVIDER and HOPE personnel. The maximum number will be determined by the available seats/space.
- (f) Individuals to be enrolled in the classes shall be admitted to the program by PROVIDER personnel.
- (g) PROVIDER teachers/staff/volunteers will be responsible for all progress reports and evaluation of student/participant performance, if applicable.
- (h) PROVIDER shall obtain a written release of liability from each student/participant participating in the class/services offered by the PROVIDER. In the event the student/participant is a minor, PROVIDER will obtain a permission slip from the parent or guardian. Release of Liability Forms are available from HOPE Staff.
- (i) The PROVIDER will ensure that all staff will be properly trained and arrive on site prepared to run planned program as well as ensure that all onsite personnel are fingerprinted and screened in accordance with the laws of the State of California.

2. Term.

(a) The initial term of this Agreement (the **"Initial Term"**) shall commence on the date hereof and shall continue until the 30th of June, 2010; however, notwithstanding anything to the contrary set forth herein, either HOPE or the PROVIDER may terminate this Agreement at any time, with or without cause, on thirty (30) days prior written notice to the other party hereto. Further, HOPE may terminate the Agreement immediately upon any material breach of the agreement by the PROVIDER.

(b) Upon expiration of the Initial Term, as well as any annual term thereafter, the term of this Agreement shall be re-negotiated and new commencement and termination dates determined.

3. Cost.

(a) The initial cost of programming for the period of September 1, 2009 to June 30, 2010 will be said amount of \$45,000.00. This cost covers staffing and operating costs as set forth on Exhibit B, attached hereto.

(b) Upon expiration of agreement, programming cost will be re-negotiated with no automatic renewals set in place for said cost agreement.

(d) Monthly Actual costs will be invoiced to HOPE thereafter for programming provided. Provider is responsible for programming costs **not to exceed** total cost of contract amount of \$45,000.00. Any unused portion of contract will be subject to forfeiture by CITY OF MONTCLAIR Payment will be due within 30 days of receipt of invoice.

4. Reporting.

(a) The Provider staff will cooperate with HOPE and NATIONAL COMMUNITY RENAISSANCE staff to collect and compile data for the purposes of community needs assessment and program evaluation.

(b) The Provider will inform HOPE of intent to participate in program evaluation activities initiated by any internal or external organization and will furnish copies of resulting reports and, where possible, data.

(c) The PROVIDER shall prepare and submit to the HOPE management staff, on a monthly basis, a report of services provided for documentation purposes of which said document will be provided by the HOPE management staff.

(d) The PROVIDER shall further provide supporting documentation on a monthly basis of program costs. The documents of support acceptable are but not limited to staff time sheets, receipts for items purchased to support programming on site, mileage sheets, and payroll itemized documents per site staff employee.

5. Permitted Use. The PROVIDER shall use only those portions of the Property designated by HOPE for the "CITY OF MONTCLAIR Program" and for no other use without HOPE's prior written consent, which consent may be withheld in HOPE's sole and absolute discretion. The PROVIDER use of the Property as provided in this Agreement shall be in accordance with the following terms and conditions:

(a) The PROVIDER shall not do, bring or keep anything in on or about the Property that will cause a cancellation, suspension, or activation of an exclusion of any insurance coverage covering the Property and/or the Project.

(b) The PROVIDER shall strictly comply with all local, state and federal laws, rules and regulations relating to the use of the Property.

(c) The PROVIDER shall not use the Property, or any portion of the Project, in a manner that will constitute waste, nuisance or unreasonable annoyance to owners, residents or occupants of adjacent properties or buildings, or occupants of the Project, including, without limitation, the use of loudspeakers or sound or light apparatus that can be heard or seen outside the Project.

(d) The PROVIDER shall not do anything at the Property that will cause damage to the Project. No machinery, apparatus or other appliances shall be used or operated in or on the Property or the Project that will in any manner injure, vibrate or shake the Project.

(e) The PROVIDER agrees to maintain the space, site and equipment provided by HOPE in the same condition as provided, and to monitor students/participants adequately to ensure only normal and reasonable wear and tear.

(f) The PROVIDER agrees to assume the cost of repairs to space, site and/or equipment provided by HOPE if abnormal or unreasonable wear and tear results from PROVIDER's use.

6. Alterations. The PROVIDER shall not make any alterations to the Project and/or the Property without Hope's prior written consent, which consent may be withheld in HOPE's sole and absolute discretion.

7. Exculpation and Indemnity.

(a) HOPE shall not be liable to the PROVIDER for any damage to the PROVIDER or the PROVIDER's property from any cause, except such damage that may be caused by the intentional misconduct or gross negligence of HOPE's agents, contractors, employees or invitees (but expressly excluding tenants of the Project and their respective invitees). Except as specified in the preceding sentence, the Provider waives all claims against HOPE for damages to personal property arising for any reason.

(b) The PROVIDER shall indemnify, defend with counsel acceptable to HOPE, protect and hold HOPE harmless from and against any and all claims, losses, damages, demands, liabilities, and expenses, including, without limitation, reasonable attorney fees, arising from the PROVIDER's use or occupancy of the Property and/or the Project, or from the conduct of the PROVIDER's business, or from any activity, work or things done, permitted or suffered by the PROVIDER in, on or about the Property or elsewhere, and shall further indemnify, defend, protect and hold harmless HOPE from and against any and all claims, losses, damages, demands, liabilities and expenses, including, without limitation, reasonable attorney fees, arising from any breach or default in the performance of any obligation of the Provider to be performed under the terms of this Agreement, or arising from any negligence of the PROVIDER, or any of the PROVIDER's agents, contractors, employees or invitees.

(c) HOPE shall indemnify, defend, protect and hold the Provider harmless from and against any and all claims, losses, damages, demands, liabilities, and expenses, including, without limitation, reasonable attorney fees, arising from any breach or default in the performance of any obligation of HOPE to be performed under the terms of this Agreement, or arising from any negligence of HOPE, or any of HOPE's agents, contractors, employees or invitees.

8. Insurance.

(a) The Provider, at its sole cost and expense, shall maintain and keep in full force and effect, workers' compensation and liability insurance coverage with such carriers and within such limits as set forth in this Agreement and as HOPE shall require. Without limiting the generality of the foregoing, the Provider shall maintain liability insurance in the amount of not less than \$1,000,000 combined single limit. The Provider shall provide HOPE with duplicate originals or appropriate certificates of insurance verifying such coverage or endorsement acceptable to HOPE before commencing services under this Agreement.

(b) All insurance required by this Agreement shall be effective under policies issued by issuers of recognized responsibility, licensed or permitted to do business in the State of California. **Further, HOPE is to be named as a direct insured on policy.**

(c) No required insurance policy shall be subject to any of the following events: cancellation, reduction in coverage or limits, or non-renewal, except after notice in writing shall have been sent by registered mail addressed to HOPE, not less than thirty (30) days prior to the effective date of such event. The Provider shall, at least thirty (30) days prior to the expiration of any such policy, furnish HOPE with renewals or "binders" thereof or HOPE may order such insurance and charge the cost thereof to the Provider, which amount shall be payable by the Provider upon written demand.

(d) Provider shall require carriers of above-coverage's to waive all rights to subrogation regarding the acts of HOPE and its officers, employees, agents, volunteers, contractors, and sub-contractors. Policies are required to be primary and non-contributory.

(e) HOPE is not liable for any premiums charged for coverage's, even if HOPE (and its employees, agents, officials, and volunteers) are named as additional insured. HOPE and *Southern California Housing Development Corporation* are not deemed partners or joint venturers with provider in the operation.

(f) In accordance with the State of California compensation laws, the Provider shall maintain workers' compensation and employers' liability insurance for all persons employed by the CITY OF MONTCLAIR in performance of services set forth herein. Such workers' compensation insurance shall cover liability within statutory limits for compensation based upon death or bodily injury claims made by, for or on behalf of any person incurring or suffering injury or death in connection with the operations by the Provider on the Property. The Provider shall provide HOPE with a certificate verifying such coverage or endorsement acceptable to HOPE before commencing services under this Agreement. Such policy shall require thirty (30) days notice to HOPE in writing prior to cancellation, termination or expiration of any kind.

9. Assignment. The Provider shall not assign its interest in this Agreement without HOPE's prior written consent, which consent may be withheld in HOPE's sole and absolute discretion. Any assignment made without HOPE's consent shall be void. The Provider recognizes and acknowledges that its obligation to provide CITY OF MONTCLAIR Services under this Agreement is not an ordinary obligation and that HOPE would not enter into this Agreement except in reliance on the Provider's expertise and reputation, HOPE's knowledge of the Provider, and HOPE's understanding that this Agreement is in the nature of an agreement involving personal services. HOPE is relying on the Provider's expertise and prior experience to develop the CITY OF MONTCLAIR Services at the Project in accordance with the terms of this Agreement.

10. Subordination. This Agreement is and shall be junior and subordinate to any encumbrance now of record and any encumbrances recorded after the date of this Agreement affecting the Property. If any lender or other entity requires that this Agreement be expressly subordinated to any encumbrance now or in the future, this Agreement shall be subordinated to such encumbrance pursuant to a document which is in form and substance acceptable to HOPE and such lender. The Provider shall execute, acknowledge, if appropriate, and deliver to HOPE or any other party a written agreement required by any lender to accomplish the purposes of this subparagraph.

11. Notices. Any notice or communication that either party desires or is required to give to the other party under this Agreement shall be in writing and either served personally or sent by prepaid first class mail in the United States, or by reputable overnight courier. Any notice or communication that either party desires or is required to give to the other party shall be delivered to the following addresses:

If to HOPE: Hope Through Housing Foundation
 C/o Susan Neufeld
 9065 Haven Ave., Suite 100
 Rancho Cucamonga, CA. 91730
 909/483-2444 x. 195

If to the Provider: CITY OF MONTCLAIR
 C/o Joyce Tanner
 5111 Benito Street
 Montclair, CA 91763

Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated (a) upon delivery, if personally delivered, (b) within forty-eight (48) hours from the time of mailing, if mailed in the United States mail return receipt requested, or (c) within twenty-four (24) hours from the time of mailing, if mailed by overnight courier.

12. Delay and Waiver.

(a) No delay or omission in the exercise of any right or remedy by HOPE upon any default by the Provider shall impair such right or remedy or be construed to be a waiver.

(b) HOPE's consent to or approval of any act by the Provider requiring HOPE's consent or approval shall not be deemed to waive or render unnecessary HOPE's consent to or approval of any subsequent act by the Provider.

13. Sale or Transfer. If the legal owner of the Project sells or transfers all or any portion of the Property or the Project, HOPE, upon consummation of the sale or transfer, shall be released from any and all liability under this Agreement, including, without limitation, the obligation or liability to pay any further amounts pursuant to any Budget.

14. No Discrimination. There shall be no discrimination against or segregation of any person, or group of persons, on account of race, color, creed, religion, sex, marital status, national origin or ancestry in the use, occupancy, tenure or enjoyment of the Property, nor shall the Provider or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use or occupancy of individuals served at the Property.

15. Hazardous Materials.

(a) For purposes of this Agreement, "Hazardous Materials" shall mean petroleum, asbestos, flammable explosives, radioactive materials, hazardous wastes, toxic

substances and hazardous substances and related materials identified under any federal, state or local law.

(b) The Provider shall not permit or allow the use of any Hazardous Materials in on or under the Property and/or the Project in connection with any of its activities on the Property and/or the Project. The Provider shall indemnify, defend, protect and hold harmless HOPE, its employees, officers, partners and agents from and against any and all loss, cost, damage, liability and expense, including, without limitation, reasonable attorneys' fees and costs of investigation, arising as a result of the use, transfer, storage or disposal of any Hazardous Materials in, on or under the Property and/or the Project by, through or under the Provider, its agents or employees. The Provider's obligations hereunder shall survive the termination of this Agreement.

16. Miscellaneous.

(a) Time of Essence. Time is of the essence of each provision of this Agreement.

(b) Successors. Subject to paragraph 8 above, this Agreement shall be binding on, and inure to the benefit of, the successors and assigns of the parties hereto.

(c) Exhibits. All exhibits referred to in this Agreement are attached to this Agreement and incorporated herein by this reference.

(d) California Law. This Agreement shall be construed in, and interpreted in accordance with, the laws of the State of California.

(e) Integrated Agreement; Modification. This Agreement contains all of the agreements of the parties hereto with respect to the subject matter hereof, and cannot be amended or modified except by a written agreement.

(f) Severability. The enforceability, invalidity or illegality or any provision hereof shall not render the other provisions of this Agreement unenforceable, invalid or illegal.

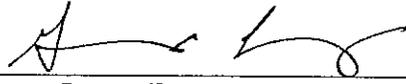
(g) Counterparts. This Agreement may be executed in one or more counterparts, each of which, when taken together, shall constitute one and the same instrument.

(h) Permits, Licenses and Approvals. Provider is required to obtain and maintain all necessary permits, licenses, and approvals from any applicable local, state and federal agency. Provider is further responsible for any clean up and must comply with all health and safety standards set by any governmental agency.

(i) Advertising and Promotional Materials. Any and all advertising promotion or notice of services provided must obtain prior approval by HOPE before distribution

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the day and year first above written.

By: HOPE THROUGH HOUSING FOUNDATION,
a California nonprofit corporation



George Searcy, Executive Director

Date 9/3/09 or 9/4/09

By: CITY OF MONTCLAIR

Name:
Title:

Date

ATTEST:

Donna M. Jackson
City Clerk

EXHIBIT A

LIST of SERVICES

The CITY OF MONTCLAIR will:

Recruitment/Retention

- Develop and distribute marketing materials for programs and services.
- Maintain a minimum average daily/attendance of 45. Failure to meet or exceed ADA may result in a termination of services.
- Support marketing and recruitment for additional Hope services.
- Development community engagement strategies to increase attendance and participation.
- Track all outreach activities (see attached document).

Communication

- Establish a 10-15 minute weekly meeting with SAN ANTONIO VISTA staff.
- Complete monthly reports to HOPE (forms are provided by HOPE).
- Immediately notify HOPE of any program closures or minimum days.
- Immediately notify HOPE of any absent staff.
- Immediately HOPE of any injuries or incidents.
- Include HOPE in PARTNER's planning, educational and community events as appropriate.
- Participate in trainings, monthly phone check-ins, and quarterly partner meetings led by HOPE.

Program Development and Sustainability

- Support HOPE's fundraising and grantwriting strategy for all services and/or services at SAN ANTONIO VISTA Apartments.
- Submit the previous month's activities, classes, and special events.
- Ensure that all program staff have been TB skin-tested and have passed background checks.
- Ensure that a minimum of two staff are present during program hours at all times.
- Follow HOPE program guidelines as they are developed.
- Participate in HOPE's program promotion events, such as community meetings, events, and/or Lights on Afterschool.
- Give residents of SAN ANTONIO VISTA "first priority" in any and all services being offered.
- Provide proper liability insurance coverage for all employees engaging in business activities at the Center.
- Adequately supervise daily program operations.

HOPE will:

Recruitment/Retention

- Coordinate with Property Management to recruit participants.
- Assist in developing community engagement strategies to increase attendance and participation.

Communication

- Coordinate of a launch meeting with Property Management, PARTNER and HOPE staff.
- Support PARTNER'S communication with Property Management.
- Participate in PARTNER'S planning, educational and community events as appropriate.

Program Development and Sustainability

- Provide payment not to exceed \$45,000.00 through June 30, 2010, unless otherwise specified in writing hereafter.
- Negotiate a state snack program contract for the site, where possible.
- Provide technical assistance and capacity building support that may include program observations, meetings, trainings, workshops, access to print materials, or other activities that promote program sustainability.
- Provide access to computers, furniture, and some program supplies to be used by community members.
- Assist in the collection of evaluative program data and access to this data by PARTNER staff.
- Commit to PARTNER's vision and mission.
- Provide access by PARTNER to the Center, including priority for programming, PARTNER meetings, and access to office space where available.
- Provide ongoing maintenance, routine cleaning/supplies, repairs, etc.
- Pursue sustainable funding, separately or jointly, to maintain uninterrupted programs and services being provided for the mutual benefit of all entities and community members.

Exhibit B
CITY OF MONTCLAIR
SAN ANTONIO VISTA
Budget for 2009-10 Program Year

PAYMENT SCHEDULE

- Monthly invoices are due within 30 days of the end of the month to be paid.
- Invoices will not be paid if attendance and registration information is not up to date in the Cityspan database.
- Please include the following on your monthly invoice:
 - Amount billed to date
 - Total “not to exceed” amount for year
 - Remaining balance
 - Detailed list of services (e.g., “After school services at <Property Name>”)

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT
NO. 09-94 WITH THE ONTARIO-
MONTCLAIR SCHOOL DISTRICT TO
PROVIDE AFTER-SCHOOL PROGRAMS

DATE: October 5, 2009

SECTION: AGREEMENTS

ITEM NO.: 3

FILE I.D.: HSV030

BUSINESS

PLAN: N/A

DEPT.: COMMUNITY DEV.

REASON FOR CONSIDERATION: The Ontario-Montclair School District (OMSD) has presented an Agreement to provide after-school programs using funds provided by the After-School Education and Safety Program (ASES) grant.

BACKGROUND: The Montclair Community Collaborative (MCC), organized in 1996, is a partnership between the City, OMSD, and community organizations having the core objective of improving quality-of-life outcomes for children and youth. Through the ongoing strategic planning process, MCC identifies resources and develops services for children, youth, and adults.

The goal of the ASES grant is to promote after-school learning modules to enhance children's educational and learning capabilities. Such grants made available to local education authorities such as OMSD provide communities with enhanced community-based school services in an effort to strengthen healthy child development.

Proposed Agreement No. 09-94 would provide funding through the ASES grant for after-school programs at eleven school sites: El Camino, Howard, Kingsley, Lehigh, Mission, Monte Vista, Montera, Moreno, Ramona, Serrano, and Vernon.

The total amount of funding for these eleven school sites is \$1,467,780.09 and would be used to support academic, recreational, and enrichment activities for children in after-school programs.

The term of the Agreement is July 1, 2009, through June 30, 2010.

FISCAL IMPACT: Should the City Council approve Agreement No. 09-94, OMSD would pay the City of Montclair \$1,467,780.09 to fund personnel, supplies, training, and grant oversight.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 09-94 with the Ontario-Montclair School District to provide after-school programs.

Prepared by:

M. Richter

Reviewed and
Approved by:

Steve Lupton

Proofed by:

Christina Smedley

Presented by:

Steve Lupton

**ONTARIO-MONTCLAIR SCHOOL DISTRICT
950 WEST "D" STREET
ONTARIO, CALIFORNIA 91762
(909) 459-2500**

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made and entered into this 17th day of September, 2009, by and between the Ontario-Montclair School District, hereinafter referred to as the "**DISTRICT**", and City of Montclair, hereinafter referred to as the "**CONSULTANT**".

1. Services To Be Performed By Consultant.

(a) **CONSULTANT** agrees to perform the following services on the dates and times herein stated in accordance with directions stipulated to by **DISTRICT**.

Consultant will provide staff and materials to operate the after school program at the following sites: El Camino, Howard, Kingsley, Lehigh, Mission, Monte Vista, Montera, Moreno and Ramona elementary schools and Serrano and Vernon middle schools. Services rendered beginning July 1, 2009 and ending June 30, 2010. Funding out of the After School Education and Safety Program (ASES) Core (Mgmt. 0834; Resource 6010). Administrative costs may not exceed the 15% of the annual total grant award amount. An OMSD administrative cost rate of 5% and indirect cost rate of 2.63% to be applied per site (percentage for City of Montclair 7.37%),

Kingsley Elementary runs the only after school program with a OMSD site coordinator, therefore, an additional 30% will be deducted to cover salary/materials (see Appendix A), not to exceed 102 hours per week or 3672 hours per 180 days (based on 6 learning leaders/110 students).

(b) **CONSULTANT** may, at **CONSULTANT'S** own expense, employ such assistants as **CONSULTANT** deems necessary to perform the services required of **CONSULTANT** by this Agreement. **DISTRICT** will not train, control, direct, or supervise **CONSULTANT'S** assistants or employees in the performance of those services.

(c) **CONSULTANT** is, and shall at all times be deemed to be an independent contractor, and shall be responsible for determining the sequence, method, details and manner in which it performs those services required under the terms of this Agreement. Nothing herein contained shall be construed as creating a relationship of employer and employee, or principal and agent, between **DISTRICT** and **CONSULTANT** or any of **CONSULTANT'S** agents or employees. **CONSULTANT** assumes exclusively the responsibility for the acts of its employees or agents as they relate to services to be provided during the course and scope of their employment. **CONSULTANT**, its agents and employees, shall not be entitled to any rights and/or privileges of **DISTRICT'S** employees and shall not be considered in any manner to be **DISTRICT'S** employees.

(d) If **CONSULTANT** is a regular employee of a public entity, all services which **CONSULTANT** renders under this Agreement will be performed at times other than **CONSULTANT'S** regular assigned work day for said entity or during periods of vacation or leave of absence from said entity.

2. Compensation.

(a) Except as otherwise provided in this Agreement, **DISTRICT** agrees to compensate **CONSULTANT** for services rendered under this Agreement in the total amount not to exceed \$1,467,780.09 (based on 2009-2010 ASES Grant Award Letter. If funding level is decreased by CDE, compensation amount will be

decreased by same percentage). Payments to be paid upon itemized presentation of invoices.

(b) **DISTRICT** will pay no additional amount for travel or other expenses of **CONSULTANT** under this Agreement.

3. Term of Agreement.

The term of this Agreement is from July 1, 2009 through June 30, 2010, unless sooner terminated pursuant to the provisions of Section 6 of this Agreement. **DISTRICT** and **CONSULTANT** may mutually agree in writing to extend the term of this Agreement provided, however, **DISTRICT** shall not be obligated to pay **CONSULTANT** any additional consideration unless **CONSULTANT** undertakes additional services, in which instance the consideration shall be increased as **DISTRICT** and **CONSULTANT** shall agree in writing.

4. Obligations of Consultant.

(a) During the term of this Agreement, **CONSULTANT** agrees to diligently prosecute the work specified in the "Description of Services" to completion. **CONSULTANT** may represent, perform services for, and be employed by such additional clients, persons, or companies as **CONSULTANT**, in **CONSULTANT'S** sole discretion, sees fit.

(b) **CONSULTANT** will provide all materials, tools, and instrumentalities required to perform the services under this Agreement.

(c) At all times during the term of this Agreement, **CONSULTANT** agrees to provide workers' compensation insurance for **CONSULTANT'S** employees and agents as required by law. **CONSULTANT** shall comply with all federal, state and local laws and ordinances applicable to the work to be performed under this Agreement.

(d) **CONSULTANT** shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the **DISTRICT'S** pupils. If at any time during the term of this Agreement **CONSULTANT** is either notified by the Department of Justice or otherwise becomes aware that any employee of **CONSULTANT** performing services under this Agreement has been arrested or convicted of a violent or serious felony listed in Penal Code section 667.5(c) or Penal Code section 1192.7, respectively, **CONSULTANT** agrees to immediately notify the **DISTRICT** and remove said employee from performing services on this Agreement.

(e) **CONSULTANT** shall indemnify, pay for the defense of, and hold harmless **DISTRICT** and its officers, agents and employees of and from any and all liabilities, claims, debts, damages, demands, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of **CONSULTANT'S** negligent or willful acts and/or omissions in rendering any services hereunder. **CONSULTANT** shall assume full responsibility for payments of federal, state and local taxes or contributions imposed or required under the social security, workers' compensation or income tax law, or any disability or unemployment law, or retirement contribution of any sort whatever, concerning **CONSULTANT** or any employee and shall further indemnify, pay for the defense of, and hold harmless **DISTRICT** of and from any such payment or liability arising out of or in any manner connected with **CONSULTANT'S** performance under this Agreement.

1. **DISTRICT** shall indemnify, pay for the defense of, and hold harmless **CONSULTANT** and its officers, agents and employees of and from any and all liabilities, claims, debts, damages, suits, actions and causes of actions of whatsoever kind, nature or sort which may be incurred by reason of **DISTRICT'S** negligent or willful acts and/or omissions in rendering any services hereunder.

(f) During the entire term of this Agreement, **CONSULTANT** shall procure, pay for and keep in full force and affect the following types of insurance:

1. Comprehensive general liability insurance, including owned and non-owned automobile (vehicle) liability insurance with respect to the services provided by, or on behalf of, **CONSULTANT** under this Agreement. All insurance policies shall state the name of the insurance carrier and name **DISTRICT** as an additional insured. Liability insurance for death, bodily injury and property damage shall be for no less than One Million dollars (\$1,000,000) per occurrence.

2. The policies of insurance described in Paragraph (f) 1. above shall be carried with responsible and solvent insurance companies authorized to do business in the State of California. True and correct copies of all certificates of insurance reflecting the coverage required in Paragraph (f) 1. above are attached hereto. **CONSULTANT** agrees that it shall not cancel or change the coverage provided by the policies of insurance described in Paragraph (f) 1. above without first giving the **DISTRICT'S** Assistant Superintendent, Business Services, thirty (30) days prior written notice. Should any such policy of insurance be canceled or changed, **CONSULTANT** agrees to immediately provide **DISTRICT** true and correct copies of all new or revised certificates of insurance.

(g) Neither this Agreement nor any duties or obligations under this Agreement may be assigned by **CONSULTANT** without the prior written consent of **DISTRICT**.

5. **Obligations of District.**

DISTRICT agrees to comply with all reasonable requests by **CONSULTANT** and to provide access to all documents reasonably necessary for the performance of **CONSULTANT'S** duties under this Agreement.

6. **Termination of Agreement.**

(a) Unless otherwise terminated as provided below, this Agreement shall continue in force during the term of the Agreement, or until the services provided for herein have been fully and completely performed, whichever shall occur first, and shall thereupon terminate.

(b) Should **CONSULTANT** default in the performance of this Agreement or breach any of its provisions, **DISTRICT** may terminate this Agreement by giving written notification to **CONSULTANT**.

(c) If at any time during the performance of this Agreement **DISTRICT** determines, at its sole discretion, to suspend indefinitely or abandon the work under this Agreement, **DISTRICT** shall have the right to terminate the performance of **CONSULTANT'S** services hereunder by giving written notification to **CONSULTANT** of its intention to terminate.

(d) In the event that **DISTRICT** terminates this Agreement under paragraph (b) or (c) of this Section, **CONSULTANT** shall only be paid for those services rendered to the date of termination. All cash deposits made by **DISTRICT** to **CONSULTANT**, if any, shall be refundable to **DISTRICT** in full upon termination of this Agreement unless specified to the contrary below.

7. **General Provisions.**

(a) Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Notices shall be deemed given and served upon delivery personally, or three (3) days after depositing in the United States Mail. Mailed notices shall be addressed to the parties at the addresses set forth in this Agreement for

DISTRICT and **CONSULTANT**. The foregoing addresses may be changed by written notice to the other party as provided herein.

(b) This Agreement supersedes any and all agreements either oral or written, between the parties hereto with respect to the rendering of services by **CONSULTANT** and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party or anyone acting on behalf of any party, which is not embodied herein, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing, signed by both parties, except **DISTRICT** may unilaterally amend the Agreement to accomplish the changes listed below:

1. Administrative changes; and
2. Changes as required by law.

(c) If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

(d) This Agreement shall be governed by and construed in accordance with the laws of the State of California.

(e) Each person executing this Agreement warrants that he or she has the authority to so execute this Agreement and that no further approval of any kind is necessary to bind the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written.

**ONTARIO-MONTCLAIR
SCHOOL DISTRICT**

**CONSULTANT
"City of Montclair"**

By: _____

By: _____

Jill Hammond

Paul Eaton

Asst. Supt., Learning Support Services

Mayor, City of Montclair

950 West D Street

Date

Ontario, CA 91762

By: _____

(909) 459-2500

Donna Jackson, City Clerk

Telephone Number

Date

Date

Date of Governing Board's Approval: September 17, 2009

END OF AGREEMENT FOR CONSULTANT SERVICES

Figures based upon 2009-2010 ASES Grant Award Letter. If funding level is decreased by the California Department of Education, the compensation amount will be decreased by same percentage.

Site List - ASES

City of Montclair Sites

School	After Base	After Supplemental	Montclair	Admin	Kingsley Site	
El Camino Elementary	112,500.00		103,916.25	8,583.75		
Howard Elementary	112,500.00		103,916.25	8,583.75		
Kingsley Elementary	120,060.00	27,635.00	92,117.37	11,269.13	44,308.50 *	
Lehigh Elementary	122,587.00	41,400.00	165,711.78	13,688.22		
Mission Elementary	165,600.00	49,680.00	198,854.14	16,425.86		
Monte Vista Elementary	160,080.00	30,636.00	176,164.37	14,551.63		
Montera Elementary	112,500.00		103,916.25	8,583.75		
Moreno Elementary	112,500.00		103,916.25	8,583.75		
Ramona Elementary	112,500.00		103,916.25	8,583.75		
Serrano Middle	150,000.00	41,400.00	176,796.18	14,603.82		
Vernon Middle	150,000.00		138,555.00	11,445.00		
	1,446,240.00	190,751.00	-	1,467,780.09	124,902.41	44,308.50
Total Award	1,636,991.00					

* Not to exceed 102 hours per week or 3672 hours per 180 days (based on 6 learning leaders/110 students)

APPENDIX A

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT
NO. 09-95 WITH THE CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH TO
PROVIDE A NUTRITION EDUCATION
PROGRAM

DATE: October 5, 2009

SECTION: AGREEMENTS

ITEM NO.: 4

FILE I.D.: HSV044

BUSINESS

PLAN: N/A

DEPT.: COMMUNITY DEV.

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 09-95 with the California Department of Public Health (CDPH) to provide a nutrition education program.

BACKGROUND: The CDPH has awarded a three-year contract to the City's Human Services Division to provide a nutrition education program in Montclair. This contract represents the first year of a multi-year contract for the City of Montclair. The program would continue to develop and promote healthy eating and physically active lifestyles among low-income residents of Montclair, especially Latino women, and strengthen and expand the Por La Vida Program.

The grant would be used to pay for one full-time employee, training, supplies, equipment, promotional/educational materials, travel and meetings, lay health educator focus groups, a subcontract agreement that provides advanced nutrition classes, fieldtrips, specialized nutrition workshops, and grant oversight.

The term of Agreement No. 09-95 is October 1, 2009, through September 30, 2012.

FISCAL IMPACT: The City would be awarded a maximum amount of \$174,906 over the three-year contract term from the California Department of Public Health, Champions for Change grant.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 09-95 with the California Department of Public Health to provide a nutrition education program.

Prepared by:

M. Lichter

Reviewed and
Approved by:

Steve Lupton

Proofed by:

Christine Smiderly

Presented by:

Joe (The Boy)

REGISTRATION NUMBER	AGREEMENT NUMBER 09-11219
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1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME (Also referred to as CDPH or the State)
 California Department of Public Health

CONTRACTOR'S NAME (Also referred to as Contractor)
 City of Montclair

2. The term of this Agreement is: 10/01/2009 through 09/30/2012

3. The maximum amount of this Agreement is: \$ 174,906
 One Hundred Seventy Four Thousand Nine Hundred Six 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	9 pages
Exhibit B – Budget Detail and Payment Provisions	5 pages
Exhibit B, Attachment I – Budget (Year 1)	1 page
Exhibit B, Attachment II – Budget (Year 2)	1 page
Exhibit B, Attachment III – Budget (Year 3)	1 page
Exhibit C * – General Terms and Conditions	<u>GTC 307</u>
Exhibit D(F) – Special Terms and Conditions (Attached hereto as part of this agreement) [Notwithstanding provision 6 which does not apply to this agreement.]	26 pages
Exhibit E – Additional Provisions	2 pages
Exhibit F – Contractor's Release	1 page
Exhibit G – Travel Reimbursement Information	2 pages
Exhibit H – Information Confidentiality and Security Requirements	3 pages
Exhibit I – Information Systems Security Requirements for Projects (ISO/SR1)	24 pages

See Exhibit E, Provision 1 for additional incorporated exhibits.

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

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

CONTRACTOR		<i>California Department of General Services Use Only</i>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) City of Montclair		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Paul M. Eaton, Mayor		
ADDRESS 5111 Benito Street, Montclair, CA 91763		
STATE OF CALIFORNIA		
AGENCY NAME California Department of Public Health		<input type="checkbox"/> Exempt per:
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		

FINAL STATE SHARE BUDGET
(Year 1)
(10/01/2009 through 09/30/2010)

Personnel	\$ 75,007
Fringe Benefits @ 30% of Personnel Salaries	\$ 22,502
Operating Expenses	\$ 13,675
Equipment	\$ 500
Travel	\$ 635
Subcontracts	\$ 1,500
Other Costs	\$ 827
Indirect Costs @ 1.70786% of Total Direct Costs	\$ 1,958
Total	\$ <u>116,604</u>

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

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

Signature and Title of Person with Contract Signature Authority

Date

**Exhibit A
Scope of Work**

1. Service Overview

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

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

2. Service Location

The services shall be performed at applicable facilities in the City of Montclair.

3. Service Hours

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

4. Project Representative

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

California Department of Public Health CDPH Contract Manager: Jill Harden Telephone: (916) 327-8018 Fax: (916) 449-5414 E-mail: Jill.Harden@cdph.ca.gov	City of Montclair Project Director: Michelle Roche Telephone: (909) 625-9451 Fax: (909) 399-9751 E-mail: mroche@cityofmonclair.org
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B. Direct all inquiries to:

California Department of Public Health <i>Network for a Healthy California</i> Attention: <i>Gilda Carpenter</i> 1616 Capitol Avenue, Suite 74.516, MS 7204 P.O. Box 997377, MS 7204 Sacramento, CA 95899-7377 Telephone: (209) 449-5409 Fax: (916) 449-5414 E-mail: Gilda.Carpenter@cdph.ca.gov	City of Montclair Attention: Paul M. Eaton 5111 Benito Street Montclair, CA 91763 Telephone: (909) 626-8571 Fax: (909) 621-1584 E-mail: pmeaton@cityofmontclair.org
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C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement.

**Exhibit A
Scope of Work**

5. Allowable Informal Scope of Work (SOW) Changes

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

6. Progress Reports

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

- B. Progress report periods and due dates are:

	<u>Report Period</u>	<u>Due Date</u>
Semiannual	October 1, 2009 – March 31, 2010	04/16/2010
Final—Year 1	April 1, 2010 – September 30, 2010	09/30/2010
Semiannual	October 1, 2010 – March 31, 2011	04/16/2011
Final—Year 2	April 1, 2011– September 30, 2011	09/30/2011
Semiannual	October 1, 2011 – March 31, 2012	04/16/2012
Final—Year 3	April 1, 2012– September 30, 2012	09/30/2012

- C. If the State does not receive complete and accurate progress reports by the required dates, further payments to the Contractor may be suspended until complete and accurate reports are received.

7. Contractor Requirements

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

- A. Submit any news release related to this agreement to the State for review prior to its release.

Exhibit A
Scope of Work

- 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.
8. See the following pages for a detailed description of the services to be performed.

EXHIBIT A
 Scope of Work

GOAL 1: To encourage healthy eating and physical activity behaviors, in particular increase consumption of fruits and vegetables among Supplemental Nutrition Assistance Program Education (SNAP-Ed) eligible families in Montclair and surrounding neighborhoods.

OBJECTIVE 1: Annually, contractor will complete and submit all required reports and forms on or before each deadline and participate in Network-sponsored community events and trainings.

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

Target Audience: Race/Ethnicities/ Ages: See Project Summary

Activities	Responsible Party	Evaluation	Timeframe
1) Semi-Annual Activity Reports (SAAR) online.	PC, PA, RS	Documents completed and submitted to Network	10/2009 – 9/2012 each April and September
2) Semi-Annual, Annual and Final Reports, including progress reports, progress report narratives, labeled attachments and Activity Tracking Forms.	PC, PA, RS	Documents completed and submitted to Network	10/2009 – 9/2012 each April and September
3) Participate in ongoing community activities supporting statewide initiatives and provide nutrition education/physical activity promotion resources to local programs, including collaboration with existing University of California Cooperative Extension Food Stamp Nutrition Education agencies and organizations conducting food stamp outreach when appropriate.	PC, PA, RS	Record of participation in activities	10/2009 – 9/2012
4) Attend Regional Network related meetings (e.g., Fruit & Vegetable campaign meetings, collaborative meetings, etc.) to provide input into planning Network regional activities and participate in Network regional activities including the educational initiative efforts.	PC, PA, RS	Copies of agendas, record of participation	10/2009 – 9/2012
5) Attend a minimum of three Network-sponsored trainings and conferences including: annual Network Conference and other Network-sponsored regional trainings.	PC, PA, RS	Copies of agendas, record of participation	10/2009 – 9/2012
6) Use United States Department of Agriculture guidelines to ensure State Share activities are allowable and appropriately documented.	PC, PA, RS	State Share budget	10/2009 – 9/2012

EXHIBIT A
 Scope of Work

GOAL 1: To encourage healthy eating and physical activity behaviors, in particular increase consumption of fruits and vegetables among SNAP-Ed eligible families in Montclair and surrounding neighborhoods.

OBJECTIVE 2: By September 30, 2012, annually, six Promotoras will be recruited and trained using the Por La Vida – Mujeres Decididas / Eating Smart Being Active curriculum series.

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

Target Audience: Race/Ethnicities/ Ages: 95% Hispanic 5% Other Age(s): 18-70 years

Activities	Responsible Party	Evaluation	Timeframe
1) Recruit six Promotoras for the 16-week Por La Vida-Mujeres Decididas (Beginning Nutrition) / Eating Smart Being Active curriculum series at community and school events and/or through flyers.	PA	Promotora applications on file, Flyers, Activity Tracking Form	10/2009 – 9/2012
2) Train six Promotoras for the 16-week Por La Vida-Mujeres Decididas (Beginning Nutrition) curriculum series and Eating Smart, Being Active curricula.	PA, RS	Sign-in sheets (on file), Training materials	10/2009 – 9/2012
3) Conduct pre/post tests to measure changes in fruit and vegetable consumption using the Food Behavior Checklist. Assemble and analyze results. Report findings in Network reports.	PA, RS	Copy of survey, Completed Pre/Post-tests (on file), Analysis and summary of survey results	10/2009 – 9/2012

EXHIBIT A
 Scope of Work

GOAL 1: To encourage healthy eating and physical activity behaviors, in particular increase consumption of fruits and vegetables among SNAP-Ed eligible families in Montclair and surrounding neighborhoods.

OBJECTIVE 3: By September 30, 2012, annually, a minimum of 500 SNAP-Ed eligible individuals will participate in a 16-week series of beginning nutrition Por La Vida classes and utilize the Montclair Nutrition and Physical Activity lending library.

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

Target Audience: Race/Ethnicities/ Ages: 95% Hispanic 5% Other Age(s): 18-70 years

Activities	Responsible Party	Evaluation	Timeframe
1) Support Promotoras as they recruit their neighbors to participate in this highly interactive small group learning process. Help Promotoras schedule their 16 classes at neighborhood centers, apartment complexes, and local elementary schools.	PA	Activity Tracking Form, Flyers	10/2009 – 9/2012
2) Conduct classes (in Spanish and as needed in English). There will be four series during the year and each series is 16-weeks long with approximately eight to ten participants per class. Each series is independent of the other and may occur concurrently. Classes are hands-on and include information on shopping with a field trip to a grocery store to read labels. Classes may also include nutrition presentations by outside experts (e.g., Nurse, etc.) as requested by participants. Physical activity promotion will be included as a component of nutrition education. Network Program Manager will review and approve all lessons, handouts, and flyers prior to use.	P, PA	Sign-in sheets (on file), Lesson plans, Presenter handouts	10/2009 – 9/2012
3) Order at least five to ten new nutrition education items for the lending library each year. Provide Promotoras with supplemental materials from the Montclair Nutrition and Physical Activity lending library for use by their groups.	PA	Lending library records (on file)	10/2009 – 9/2012
4) Conduct pre/post tests to measure changes in fruit and vegetable consumption using the Food Behavior Checklist. Assemble and analyze results. Report findings in Network reports.	PA, RS	Copy of survey, Analysis and summary of survey results, Completed Pre/Post-tests (on file)	10/2009 – 9/2012

Legend: HE = Health Educator; P = Promotoras; PA = Program Assistant; PC = Project Coordinator; RS = Research Specialist; SAAR = Semi-Annual Activity Report; SNAP-Ed = Supplemental Nutrition Assistance Program Education; Network = Network for a Healthy California

EXHIBIT A
 Scope of Work

GOAL 1: To encourage healthy eating and physical activity behaviors, in particular increase consumption of fruits and vegetables among SNAP-Ed eligible families in Montclair and surrounding neighborhoods.

OBJECTIVE 4: By September 30, 2012, annually, a minimum of 120 SNAP-Ed eligible individuals will participate in a five-week Advanced Nutrition Class series.

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

Target Audience: Race/Ethnicities/ Ages: 90% HISPANIC 10% OTHER Age(s): 18-70 Years

Activities	Responsible Party	Evaluation	Timeframe
1) Review and modify (as needed) nutrition education materials for five week Advanced Nutrition series of classes to ensure they are culturally appropriate. Modified materials will be reviewed and approved by the Network Program Manager prior to reproduction and implementation.	PA, HE	Record of approval by Program Manager	10/2009 – 9/2012
2) Identify/modify an existing survey or develop a survey to measure the effectiveness of the intervention. The primary purpose of the survey is to measure an increase in knowledge as well as positive changes in behavior, such as increased fruit and vegetable consumption. Network Program Manager will review and approve survey prior to use.	PA, HE, RS	Copy of survey	10/2009 – 9/2012
3) Schedule and promote classes with flyers at neighborhood sites. Network Program Manager will review and approve all flyers prior to use.	PA	Activity Tracking Form, Flyers	10/2009 – 9/2012
4) Annually conduct classes in Spanish and English, approximately 90 minutes in length. There will be four series of five classes each during the year with six to ten participants completing each series. Classes are interactive and include information on the preparation of easy nutritious foods, food safety, and recipe modification as part of a chef demonstration. Network Program Manager will review and approve all nutrition education materials prior to use.	PA, HE	Sign-in sheets (on file), Lesson plans/PowerPoint presentations, Presenter handouts	10/2009 – 9/2012
5) Conduct pre/post surveys on knowledge/behavior change related to Advanced Nutrition curriculum. Assemble and analyze results. Report findings in Network reports.	PA, RS	Completed Pre/Post-tests (on file), Analysis and summary of survey results	10/2009 – 9/2012

Legend: HE = Health Educator; P = Promotoras; PA = Program Assistant; PC = Project Coordinator; RS = Research Specialist; SAAR = Semi-Annual Activity Report; SNAP-Ed = Supplemental Nutrition Assistance Program Education; Network = Network for a Healthy California

EXHIBIT A
 Scope of Work

GOAL 1: To encourage healthy eating and physical activity behaviors, in particular increase consumption of fruits and vegetables among SNAP-Ed eligible families in Montclair and surrounding neighborhoods.

OBJECTIVE 5: By September 30, 2012, a minimum of 32 SNAP-Ed eligible individuals will participate in Nutrition Education Field Trips to Farmers' Markets annually.

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

Target Audience: Race/Ethnicities/ Ages: 90% HISPANIC 10% OTHER Age(s): 18-70 years

Activities	Responsible Party	Evaluation	Timeframe
1) Review and modify (as needed) nutrition education materials for Field Trips to Farmers' Markets to ensure they are culturally appropriate. Modified or developed materials will be reviewed and approved by the Network Program Manager prior to reproduction and implementation.	PA, HE	Record of approval by Program Manager	10/2009 – 9/2012
2) Schedule Nutrition Education Field Trips to Farmers' Markets; recruit participants. Participants may include those participating in the beginning and advanced nutrition education series. Network Program Manager will review and approve all class flyers prior to distribution.	PA	Activity Tracking Form, Flyers	10/2009 – 9/2012
3) Conduct Field Trips in Spanish and English, approximately three hours in length. Four cycles during the year with approximately eight participants per trip. Sessions are interactive with information about healthy food choices using a "healthy food items shopping list" and other teaching tools that are part of the Por La Vida – Mujeres Decididas / Eating Smart Being Active curriculums.	PA, HE	Sign-in sheets (on file), Lesson plans/PowerPoint presentations, Handouts	10/2009 – 9/2012

Scope of Work

GOAL 1: To encourage healthy eating and physical activity behaviors, in particular increase consumption of fruits and vegetables among SNAP-Ed eligible families in Montclair and surrounding neighborhoods.

OBJECTIVE 6: By September 30, 2012, annually, a minimum of 40 SNAP-Ed eligible individuals will participate in Specialized Nutrition Workshops.

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

Target Audience: Race/Ethnicities/ Ages: 90% Hispanic 10% Other Age(s): 18-70 years

Activities	Responsible Party	Evaluation	Timeframe
1) Identify topics for ½ day Specialized Nutrition Workshops that will promote increased preference for, and consumption of, a variety of colorful fruits and vegetables, as well as other healthy food choices using survey and focus group (state share) results.	PA, RS	Summary of Topic Selection, Analysis of Focus Group and Survey Results	10/2009 – 9/2012
2) Review and modify (as needed) nutrition education materials for Specialized Nutrition Workshops to ensure they are culturally appropriate. Materials will be reviewed and approved by Network Program Manager prior to reproduction and distribution.	PA	Record of approval by Program Manager	10/2009 – 9/2012
3) Schedule ½ day Specialized Nutrition Workshops; recruit a minimum of 20 participants per workshop. Participants may include those participating in the beginning and advanced nutrition education series. Network Program Manager will review and approve all class flyers prior to distribution.	PA, HE	Activity Tracking Form, Flyers	10/2009 – 9/2012
4) Conduct two Specialized Nutrition Workshops in Spanish and English, approximately five hours in length.	PA, HE	Sign-in sheets (on file), Lesson plans/PowerPoint presentations, Handouts	10/2009 – 9/2012

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

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

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

C. Invoice shall:

- 1. Be prepared on company letterhead. If invoices are not on produced letterhead invoices, then it must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent actual expenses for the service performed under this agreement.
 - 2. Bear the Contractor's name as shown on the agreement.
 - 3. Identify the billing and/or performance period covered by the invoice.
 - 4. Itemize costs for the billing period in the same or greater level of detail as indicated in this agreement. Subject to the terms of this agreement, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by CDPH.
- D. Quarterly invoices shall be submitted for payment within 30 days following the end of each calendar quarter in which the work was performed and costs incurred in the performance of the agreement, unless the agreement has reached the expiration or termination date (see paragraph 5, Timely Submission of Final Invoice) or a later or alternate deadline is agreed to in writing by the program contract manager.
- E. The State may, at its discretion, choose not to honor any delinquent invoice if the Contractor fails to obtain prior written State approval of an alternate invoice submission deadline.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- 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.

Exhibit B
Budget Detail and Payment Provisions

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. Amounts Payable

- A. The amount payable under this agreement shall not exceed:
- 1) \$58,302 for the budget period of 10/01/2009 through 09/30/2010.
 - 2) \$58,302 for the budget period of 10/01/2010 through 09/30/2011.
 - 3) \$58,302 for the budget period of 10/01/2011 through 09/30/2012.
- B. Reimbursement shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are performed and/or goods are received.
- C. The Contractor must maintain records reflecting actual expenditures for each state fiscal year covered by the term of this agreement.

5. Timely Submission of Final Invoice

- A. A final undisputed invoice shall be submitted for payment no more than ninety (90) calendar days following the expiration or termination date of this agreement, unless a later or alternate deadline is agreed to in writing by the program contract manager. Said invoice should be clearly marked "Final Invoice", thus indicating that all payment obligations of the State under this agreement have ceased and that no further payments are due or outstanding.
- B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written State approval of an alternate final invoice submission deadline. Written State approval shall be sought from the program contract manager prior to the expiration or termination date of this agreement.
- C. The Contractor is hereby advised of its obligation to submit, with the final invoice, a "**Contractor's Release (Exhibit F)**" acknowledging submission of the final invoice to the State and certifying the approximate percentage amount, if any, of recycled products used in performance of this agreement.

6. Allowable Line Item Shifts

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

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

Exhibit B
Budget Detail and Payment Provisions

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

7. Expense Allowability / Fiscal Documentation

- A. Invoices, received from a Contractor and accepted and/or submitted for payment by the State, shall not be deemed evidence of allowable agreement costs.
- B. Contractor shall maintain for review and audit and supply to CDPH upon request, adequate documentation of all expenses claimed pursuant to this agreement to permit a determination of expense allowability.
- C. If the allowability or appropriateness of an expense cannot be determined by the State because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed and payment may be withheld by the State. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.
- D. If travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. For more information on allowable travel and per diem expenses and required documentation, see Exhibit G entitled, "Travel Reimbursement Information".
- E. Costs and/or expenses deemed unallowable are subject to recovery by CDPH. See provision 8 in this exhibit entitled, "Recovery of Overpayments" for more information.

8. Recovery of Overpayments

- A. Contractor agrees that claims based upon a contractual agreement or an audit finding and/or an auditing finding that is appealed and upheld, will be recovered by the State and/or Federal Government by one of the following options:
 - 1) Contractor's remittance to the State of the full amount of the audit exception within 30 days following the State's request for repayment;
 - 2) A repayment schedule which is agreeable to both the State and the Contractor.
- B. The State reserves the right to select which option will be employed and the Contractor will be notified by the State in writing of the claim procedure to be utilized.
- C. Interest on the unpaid balance of the audit finding or debt will accrue at a rate equal to the monthly average or the rate received on investments in the Pooled Money Investment Fund commencing on the date that an audit or examination finding is mailed to the Contractor, beginning 30 days after Contractor's receipt of the State's demand for repayment.

Exhibit B
Budget Detail and Payment Provisions

- 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.

9. Contractor's State Share Requirements

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

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

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

Exhibit B
Budget Detail and Payment Provisions

10. 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.

11. Advance Payment

No advance payment is allowed under this agreement.

Exhibit B Attachment I
BUDGET
(Year 1)
(10/01/2009 through 09/30/2010)

Personnel	\$ 38,260
Fringe Benefits (30% of Personnel)	\$ 11,478
Operating Expenses	\$ 0
Equipment	\$ 0
Travel	\$ 639
Subcontracts	\$ 6,450
Other Costs	\$ 1,475
Indirect Costs (0% of Total Costs)	\$ 0
Total	\$ <u>58,302</u>

Exhibit B Attachment II
BUDGET
(Year 2)
(10/01/2010 through 09/30/2011)

Personnel	\$ 38,260
Fringe Benefits (30% of Personnel)	\$ 11,478
Operating Expenses	\$ 0
Equipment	\$ 0
Travel	\$ 639
Subcontracts	\$ 6,450
Other Costs	\$ 1,475
Indirect Costs (0% of Total Costs)	\$ 0
Total	\$ <u>58,302</u>

**Exhibit B Attachment III
BUDGET
(Year 3)
(10/01/2011 through 09/30/2012)**

Personnel	\$ 38,260
Fringe Benefits (30% of Personnel)	\$ 11,478
Operating Expenses	\$ 0
Equipment	\$ 0
Travel	\$ 639
Subcontracts	\$ 6,450
Other Costs	\$ 1,475
Indirect Costs (0% of Total Costs)	\$ 0
Total	\$ <u>58,302</u>

Special Terms and Conditions

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

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

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

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

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

Index of Special Terms and Conditions

1. Federal Equal Employment Opportunity Requirements	17. Human Subjects Use Requirements
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1. Federal Equal Opportunity Requirements

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

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

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

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

2. Travel and Per Diem Reimbursement

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

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

3. Procurement Rules

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

a. Equipment definitions

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

- (1) **Major equipment/property:** A tangible or intangible item having a base unit cost of **\$5,000 or more** with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.
- (2) **Minor equipment/property:** A tangible item having a base unit cost of **less than \$5,000** with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement.
- b. **Government and public entities** (including state colleges/universities and auxiliary organizations), whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through h of Provision 3. Paragraph c of Provision 3 shall also apply, if equipment purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.
- c. **Nonprofit organizations and commercial businesses**, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment and services related to such purchases for performance under this Agreement.

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

To secure equipment above the annual maximum limit of \$50,000, the Contractor shall make arrangements through the appropriate CDPH Program Contract Manager, to have all remaining equipment purchased through CDPH's Purchasing Unit. The cost of equipment purchased by or through CDPH shall be deducted from the funds available in this Agreement. Contractor shall submit to the CDPH Program Contract Manager a list of equipment specifications for those items that the State must procure. The State may pay the vendor directly for such arranged equipment purchases and title to the equipment will remain with CDPH. The equipment will be delivered to the Contractor's address, as stated on the face of the Agreement, unless the Contractor notifies the CDPH Program Contract Manager, in writing, of an alternate delivery address.
- (2) All equipment purchases are subject to Paragraphs d through h of Provision 3. Paragraph b of Provision 3 shall also apply, if equipment purchases are delegated to subcontractors that are either a government or public entity.
- (3) Nonprofit organizations and commercial businesses, shall use a procurement system that meets the following standards:
 - (a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.
 - (b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.
 - (c) Procurements shall be conducted in a manner that provides for all of the following:
 - [1] Avoid purchasing unnecessary or duplicate items.
 - [2] Equipment solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.
 - [3] Take positive steps to utilize small and veteran owned businesses.
- d. Unless waived or otherwise stipulated in writing by CDPH, prior written authorization from the appropriate CDPH Program Contract Manager will be required before the Contractor will be reimbursed for any purchase of \$5,000 or more for commodities, supplies, equipment, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by CDPH, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.
- e. In special circumstances, determined by CDPH (e.g., when CDPH has a need to monitor certain purchases, etc.), CDPH may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. CDPH reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that CDPH determines to be unnecessary in carrying out performance under this Agreement.
- f. The Contractor and/or subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor and/or subcontractor at any time.
- g. For all purchases, the Contractor and/or subcontractor must maintain copies of all paid vendor

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

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

4. Equipment Ownership / Inventory / Disposition

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

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

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

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

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

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

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

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

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

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

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

Automobile Liability Insurance

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

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

5. Subcontract Requirements

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

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

(3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:

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

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

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

(1) Upon receipt of a written notice from CDPH requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by CDPH.

c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of \$5,000 or more are subject to the prior review and written approval of CDPH. CDPH may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by CDPH.

d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by CDPH, make copies available for approval, inspection, or audit.

e. CDPH assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.

f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.

g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.

h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

"(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from CDPH to the Contractor, to permit CDPH or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."

i. Unless otherwise stipulated in writing by CDPH, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.

j. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 19, 20, 24, and 31 or other numbered provisions herein that deemed applicable.

6. Income Restrictions

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

7. Audit and Record Retention

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

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

8. Site Inspection

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

9. Federal Contract Funds

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

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

10. Intellectual Property Rights

a. Ownership

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

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

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

b. Retained Rights / License Rights

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

c. Copyright

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

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

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

d. Patent Rights

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

e. Third-Party Intellectual Property

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

f. Warranties

(1) Contractor represents and warrants that:

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

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

g. Intellectual Property Indemnity

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

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

h. Federal Funding

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

i. Survival

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

11. Air or Water Pollution Requirements

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

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

12. Prior Approval of Training Seminars, Workshops or Conferences

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

13. Confidentiality of Information

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

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

14. Documents, Publications and Written Reports

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

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

15. Dispute Resolution Process

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

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

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

16. Financial and Compliance Audit Requirements

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

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

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

17. Human Subjects Use Requirements

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

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

18. Novation Requirements

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

19. Debarment and Suspension Certification

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

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

20. Smoke-Free Workplace Certification

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

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

21. **Covenant Against Contingent Fees**

(Applicable only to federally funded agreements.)

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

22. **Payment Withholds**

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

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

23. **Performance Evaluation**

(Not applicable to grant agreements.)

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

24. **Officials Not to Benefit**

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

25. Four-Digit Date Compliance

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

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

26. Prohibited Use of State Funds for Software

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

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

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

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

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

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

28. Alien Ineligibility Certification

(Applicable to sole proprietors entering federally funded agreements.)

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

29. Union Organizing

(Applicable only to grant agreements.)

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

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

30. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

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

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

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

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

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

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

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

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

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

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

31. Lobbying Restrictions and Disclosure Certification

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

a. Certification and Disclosure Requirements

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

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

b. Prohibition

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

**STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH
CERTIFICATION REGARDING LOBBYING**

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

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

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

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

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

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

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

California Department of Public Health

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

CERTIFICATION REGARDING LOBBYING

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

Approved by OMB
0348-0046

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract</p> <p><input type="checkbox"/> b. grant</p> <p><input type="checkbox"/> c. cooperative agreement</p> <p><input type="checkbox"/> d. loan</p> <p><input type="checkbox"/> e. loan guarantee</p> <p><input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application</p> <p><input type="checkbox"/> b. initial award</p> <p><input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing</p> <p><input type="checkbox"/> b. material change</p> <p>For Material Change Only:</p> <p>Year _____ quarter _____</p> <p>date of last report _____.</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee</p> <p>Tier _____, if known:</p> <p>Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p>	
<p>6. Federal Department/Agency</p>	<p>7. Federal Program Name/Description:</p> <p>CDFA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$ _____</p>	
<p>10.a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI):</p>	<p>b. Individuals Performing Services (including address if different from 10a. (Last name, First name, MI):</p>	
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. required disclosure shall be subject to a not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>	
<p>Federal Use Only</p>		<p>Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)</p>

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
 (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

Exhibit E
Additional Provisions

1. Additional Incorporated Exhibits

- A. The following documents and any subsequent updates are not attached, but are incorporated herein and made a part hereof by this reference. These documents may be updated periodically by CDPH, as required by program directives. CDPH shall provide the Contractor with copies of said documents and any periodic updates thereto, under separate cover. CDPH will maintain on file, all documents referenced herein and any subsequent updates.
- 1) State Share Budget(s) (signed and approved as final by the Contractor)
 - 2) Local Incentive Award Program Guidelines Manual
 - 3) *Network for a Healthy California* Program Letters and any revisions thereto.
 - 4) United States Department of Agriculture State Supplemental Nutrition Assistance Program Education (SNAP-Ed) Plan Guidance

2. Cancellation / Termination

- A. This agreement may be cancelled by CDPH or Contractor **without cause** upon 30 calendar days advance written notice to the other party.
- B. CDPH reserves the right to cancel or terminate this agreement immediately for cause. The Contractor may submit a written request to terminate this agreement only if CDPH substantially fails to perform its responsibilities as provided herein.
- C. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of this agreement.
- D. Agreement termination or cancellation shall be effective as of the date indicated in CDPH's notification to the Contractor. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. Upon receipt of a notice of termination or cancellation, the Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent agreement costs.
- F. In the event of early termination or cancellation, the Contractor shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this agreement.

3. Avoidance of Conflicts of Interest by Contractor

- A. CDPH intends to avoid any real or apparent conflict of interest on the part of the Contractor, subcontractors, or employees, officers and directors of the Contractor or subcontractors. Thus, CDPH reserves the right to determine, at its sole discretion, whether any information, assertion, or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Contractor to submit additional information or a plan for resolving the conflict, subject to prior CDPH review and approval.

Exhibit E
Additional Provisions

B. Conflicts of interest include, but are not limited to:

- 1) An instance where the Contractor or any of its subcontractors, or any employee, officer, or director of the Contractor or any subcontractor has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the agreement would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the agreement.
- 2) An instance where the Contractor's or any subcontractor's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.

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

4. Freeze Exemptions

(Applicable only to local government agencies.)

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

Contractor's Release

Instructions to Contractor:

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

Submission of Final Invoice

Pursuant to contract number _____ 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): City of Montclair

Signature of Contractor or Official Designee: _____ Date: _____

Printed Name/Title of Person Signing: _____

Distribution: Accounting (Original) Program

Travel Reimbursement Information
(Mileage Decrease Effective 1/1/09)

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

(1) Lodging (with receipts*):

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

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

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

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

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

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

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

Exhibit H
Information Confidentiality and Security Requirements

1. **Definitions.** For purposes of this Exhibit, the following definitions shall apply:
 - A. **Public Information:** Information that is not exempt from disclosure under the provisions of the California Public Records Act (Government Code sections 6250-6265) or other applicable state or federal laws.
 - B. **Confidential Information:** Information that is exempt from disclosure under the provisions of the California Public Records Act (Government Code sections 6250-6265) or other applicable state or federal laws.
 - C. **Sensitive Information:** Information that requires special precautions to protect from unauthorized use, access, disclosure, modification, loss, or deletion. Sensitive Information may be either Public Information or Confidential Information. It is information that requires a higher than normal assurance of accuracy and completeness. Thus, the key factor for Sensitive Information is that of integrity. Typically, Sensitive Information includes records of agency financial transactions and regulatory actions.
 - D. **Personal Information:** Information that identifies or describes an individual, including, but not limited to, their name, social security number, physical description, home address, home telephone number, education, financial matters, and medical or employment history. **It is CDPH's policy to consider all information about individuals private unless such information is determined to be a public record.**
2. **Nondisclosure.** The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure any Personal Information, Sensitive Information, or Confidential Information (hereinafter identified as PSCI), except for statistical information not identifying any such person.
3. The Contractor and its employees, agents, or subcontractors shall not use any PSCI for any purpose other than carrying out the Contractor's obligations under this Agreement.
4. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH Program Contract Manager all requests for disclosure of any PSCI not emanating from the person who is the subject of PSCI.
5. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the person who is the subject of PSCI, any PSCI 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.
6. The Contractor shall observe the following requirements:
 - A. **Safeguards.** The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PSCI, including electronic PSCI that it creates, receives, maintains, uses, or transmits on behalf of CDPH. 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, including at a minimum, the safeguards set forth in Exhibit I, the SR1 CDPH-ISO Project Requirements.

Exhibit H
Information Confidentiality and Security Requirements

- B. **Security Officer.** The Contractor shall designate a Security Officer to oversee its data security program who will be responsible for carrying out its privacy and security programs and for communicating on security matters with CDPH.
- C. **Training.** The Contractor shall provide training on its data privacy and security policies at its own expense, to all its employees who assist in the performance of functions or activities on behalf of CDPH under this Agreement and use or disclose PSCI.
- 1) The Contractor shall require each employee who receives data privacy and security training to sign a certification, indicating the employee's name and the date on which the training was completed.
 - 2) The Contractor shall retain each employee's written certifications for CDPH inspection for a period of three years following contract termination.
- D. **Discovery and Notification of Breach.** The Contractor shall notify CDPH **immediately by telephone call plus email or fax** upon the discovery of breach of security of PSCI in computerized form if the PSCI was, or is reasonably believed to have been, acquired by an unauthorized person, **or within twenty-four (24) hours by email or fax** of the discovery of any suspected security incident, intrusion or unauthorized use or disclosure of PSCI in violation of this Agreement, this provision, the law, or potential loss of confidential data affecting this Agreement. Notification shall be provided to CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves electronic PSCI, notification shall be provided by calling the CDPH I.T. Service Desk. Contractor shall take:
- 1) Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment and
 - 2) Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
- E. **Investigation of Breach.** The Contractor shall immediately investigate such security incident, breach, or unauthorized use or disclosure of PSCI and within seventy-two (72) hours of the discovery, shall notify 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,
 - 2) A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PSCI,
 - 3) A description of where the PSCI is believed to have been improperly transmitted, sent, or utilized,
 - 4) A description of the probable causes of the improper use or disclosure; and
 - 5) Whether Civil Code sections 1798.29 or 1798.82 or any other federal or state laws requiring individual notifications of breaches are triggered.
- F. **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 ten (10) working days of the discovery of the breach or unauthorized use or disclosure. 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 improper use or disclosure.

Exhibit H
Information Confidentiality and Security Requirements

- G. **Notification of Individuals.** The Contractor shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and shall pay any costs of such notifications, as well as any costs associated with the breach. The CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer shall approve the time, manner and content of any such notifications.
- H. **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. The Contractor shall incorporate the contents of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.
7. **Contact Information.** To direct communications to the above referenced CDPH staff, the Contractor shall initiate contact as indicated herein. CDPH reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the Agreement to which it is incorporated.

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



INFORMATION SECURITY OFFICE

Information Systems Security
Requirements for Projects
(ISO/SR1)

Version 3.9

October 2008

Revision History

Doc No. / Rev No.	Revision Date	Revised By	Description of Revision / Change
S19 / R1.5	1/10/2007	A. Lancashire CDHS	Reformatting changes
SR1 / R1.0	9/12/2007	M. Serapio DHCS, B. Kelsey CDPH	Updated to address new best practices (previous version had dependencies to best practices from pre-SOA), fill existing regulatory gaps, remove vendor dependencies, reword language to make applicable to COTS/MOTS applications, and re-designated document number and name.
SR1/v1.5	9/14/2007	I. Sanford DHCS	Various grammatical and definition changes. Clarification of terms and responsibilities.
SR1/v2.0	9/21/2007	I. Sanford DHCS	Post team review updates
SR1/v2.1	10/17/2007	J. Cleveland CDPH	2 nd team review comments/changes
SR1/v2.2	10/21/2007	J. Cleveland CDPH	Added Admin User ID and password section from Ian Sanford and Data Query section from Brett Kelsey.
SR1/v2.3	10/22/2007	J. Cleveland CDPH	Modifications to Admin User ID and password section and Data Query section.
SR1/v3.0	10/25/2007	J. Cleveland CDPH	Minor grammatical changes, removal of dynamic web links, and added COTS language in C.8.
SR1/v3.5	10/26/2007	J. Cleveland CDPH	Addition of Sections A.13, A.14, B.12, B.13, B.14, B.15, and B.16 for the purpose of covering Privacy, when used in conjunction with BAAs.
SR1/v3.6	12/24/2007	J. Cleveland CDPH	Edits based on feedback from project management personnel.
SR1/v3.7	1/03/2008	J. Cleveland CDPH	Edits based on final review of ISO office.
SR1/v3.8	06/01/2008	E. Lemke CDPH	Minor grammatical changes and minor format changes.
SR1/v3.9	10/31/2008	A. Begliomini CDPH	Added Privileged Account Management and Service Account Management sections. Address Project Security Approvals, Applications Security Approvals, and System Roles and Relationships sections from Scott Wright. Added minimum password age in password policy. Minor format changes. Added table of contents.

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<i>Type:</i> ISO Requirements	
<i>Issued:</i> October 31, 2008	<i>Doc Number:</i> SR1 v3.9
<i>Revised:</i>	
<i>Title:</i> Information Systems Security Requirements for Projects	

IMPORTANT NOTE: If an exemption from any SR1 requirement is required, the SR1 Exemption Form in Appendix A must be filled out by the Project Manager or Contract Manager.

I. Purpose

This document provides the minimum security requirements, mandated by the Information Security Office (ISO) from projects governed and/or subject to the policies and standards of the California Department of Public Health (CDPH). Projects that intend to deploy systems/applications into the Department's system infrastructure or will utilize Department information system services are also subject to these minimum security requirements.

This document is intended to assist the Department and its service customers in understanding the criteria the Department will use when evaluating and certifying the system design and security features and protocols used by project solutions utilizing Department services. The security requirements herewith will also be used in conjunction with the Department ISO's compliance review program of its information system services consumers.

This document will serve as a universal set of requirements which must be met regardless of physical hosting location or entities providing operations and maintenance responsibility. These requirements do not serve any specific project nor do they prescribe any specific implementation technology.

II. Scope of Requirements

The information security requirements herein are organized in five categories (sections) and address at a minimum:

- Administrative/Management Safeguards
- Technical and Operational Safeguards
- Solution Architecture
- Documentation of Solution
- ISO Notifications and Approvals

III. Contact

Chief Information Security Officer
California Department of Public Health
Information Security Office
1615 Capitol Avenue
Sacramento, Ca 95814

IV. Information Systems Security Requirements

A. Administrative / Management Safeguards

1. Workforce Confidentiality Statement

All persons working with Department information must sign a Security and Confidentiality statement. The statement must include at a minimum; General Use, Security and Privacy safeguards, Unacceptable Use, Audit, and Enforcement policies. (Contact the ISO for the current version of the Security & Confidentiality form in use.)

The statement must be signed by the Project member prior to being granted access to the Department's information. The statement must be renewed annually.

2. Access Authorization

Project/Program must implement and document clear rules and processes for vetting and granting authorizations; and procedures for the supervision of workforce members who work with Department information or in locations where it might be accessed.

3. Access Authorization Maintenance

On at least a semi-annual basis, Project/Program will review and remove all authorizations for individuals who have left the department, transferred to another unit, or assumed new job duties within the Department.

4. Information System Activity Review

Project/Program must implement and document procedures to regularly review records of information system activity, such as audit logs, access reports, and security incident tracking reports.

5. Periodic System Security Review

All systems shall allow for periodic system security reviews that provide assurance that management, operations, personnel, and technical controls are functioning effectively and providing adequate levels of protection.

The reviews may include technical tools and security procedures such as virus scanners, vulnerability assessment products (which look for known security problems, configuration errors, and the installation of the latest hardware/software "patches"), and penetration testing.

6. Periodic System Log Review

All systems processing and/or storing Department information shall have a method or procedure in place to create and review system logs for unauthorized access. Logs may

be stored within the system or on a centralized logging server or service, and shall be maintained for a minimum of three years.

7. Business Impact Analysis

Project/Program will conduct annually a Business Impact Analysis of the application to determine the Maximum Acceptable Outage (MAO), cost of lost functionality, system component dependencies, business function dependencies, and business partner dependencies.

8. Change Control

All systems processing and/or storing Department information must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity, and availability of information.

For those systems running within the Department's environment and/or are consuming Department services, those systems shall comply with Department of Technology Services (DTS) and Department standards for change control process and procedures.

9. Incident Response

Project/Program will establish procedures for responding to an emergency or other occurrence (e.g., fire, vandalism, system failure, and natural disaster) that damages systems that contain electronic protected health information.

The emergency response procedures shall be added to the existing Operational Recovery Plan (ORP). The ORP shall address what to do if a computer system and/or the information files are violated, lost, damaged, or inaccessible.

10. Disaster Recovery

Project/Program will establish procedures that allow facility access in support of restoration of lost information under the ORP and emergency mode operations plan in the event of an emergency.

The restoration/recovery support procedures shall be added to the existing Operational Recovery Plan (ORP) to restore any loss of information and assure continuity of computing operations for support of the application and information.

Recovery procedures shall be developed using the appropriate template from the Department's ORP.

11. Emergency Mode Operation Plan

Project/Program will establish an Emergency Mode Operation Plan (EMO) to enable continuation of critical business processes for protection of the security of electronic

protected health information while operating in emergency mode. This plan shall be added to the existing ORP.

12. Periodic System Recovery Testing

All systems, as part of a new or existing project, shall allow for periodic system recovery testing. The period between tests should be defined as part of the project and be consistent with relevant department disaster recovery standards. Such testing should provide assurances that plans (Incident Response, Disaster Recovery, Emergency Mode Operation, and Data Backup) and controls (management, operations, personnel, and technical) are functioning effectively and providing adequate levels of protection during an incident, disaster, or breach.

13. Supervision of Data

Protected Health Information (PHI) 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. Department PHI in paper form shall not be left unattended at any time in vehicles or planes and shall not be contained in checked-in baggage on commercial airplanes.

14. Escorting Visitors

Visitors to areas where Department PHI is contained shall be escorted and Department PHI shall be kept out of sight while visitors are in the area.

B. Technical and Operational Safeguards**1. System Security Compliance**

All Project systems shall comply with applicable Department security policies and requirements, as specified in the State Administrative Manual (SAM), Health Administrative Manual (HAM), HIPAA, Privacy Act, and any other applicable state or federal regulation. All security safeguards and precautions shall be subject to the approval of the Department ISO.

2. Virus Protection

All systems shall install and actively use comprehensive third-party virus protection software, and routinely update such software when updates are released. All security safeguards and precautions shall be subject to the approval of the Department ISO.

3. Patch Management

All systems shall install and actively use comprehensive third-party patch management program and routinely update system and application software when updates are released. All security safeguards and precautions shall be subject to the approval of the Department ISO.

4. Encrypted Electronic Transmissions

All information transmissions that contain confidential information must be encrypted end-to-end using an industry-recognized encryption standard. The electronic transport must utilize Secure Socket Layer (SSL) and Department information and confidential information shall be encrypted at the minimum of 128 bit AES (Advanced Encryption Standard) or 3DES (Triple Data Encryption Standard) if AES is unavailable. Equivalent or stronger algorithms may be used upon approval of the Department ISO.

5. Encrypted Data Storage

All confidential information must be encrypted when stored using a Department approved encryption standard. Confidential information shall be encrypted at the minimum of 128 bit AES (Advanced Encryption Standard) or 3DES (Triple Data Encryption Standard) if AES is unavailable. Equivalent or stronger algorithms may be used upon approval of the Department ISO.

6. Workstation / Laptop Encryption

All workstations and laptops that process and/or store Department information must be encrypted with a Department approved solution or a solution using a vendor product specified on the Department of General Services (DGS) California Strategic Sourced Initiative (CSSI) website.

7. Removable Media Encryption

All electronic files that contain Department information must be encrypted when stored on any removable media type device (i.e. USB thumb drives, floppies, CD/DVD, tape backup, etc.) with a Department approved solution or a solution using a vendor product specified on the Department of General Services (DGS) California Strategic Sourced Initiative (CSSI) website.

8. Secure Connectivity

All transmission and data-links between the information and application/system and DBMS and the DTS Wide Area Network (WAN) shall be secure between transmission systems as required by regulation, policy or standard and as prescribed for the given application/system.

9. Intrusion Detection and Prevention

All systems that are accessible via the Internet, are critical, or contain ePHI (electronic Protected Health Information) shall install and actively use a Department approved comprehensive third-party real-time host based intrusion detection and prevention program that reports security events directly to the Department ISO. All security safeguards and precautions shall be subject to the approval of Department ISO.

10. Minimum Data Downloads

In accordance with the principle of need-to-know, only the minimum amount of information required to perform necessary business functions should be copied or downloaded.

11. Data Destruction

All Department information must be wiped from systems when the information is no longer necessary. The wipe method must conform to Department of Defense (DoD) and Department standards for information destruction. Once information has been destroyed, the Department contract manager must be notified. If an agency or other entity is unable to destroy media in accordance with Department standards and provide notification, the media must be returned to the Department after usage for destruction in an approved manner.

12. Confidential Destruction

Department PHI in paper form must be disposed of through confidential means, such as cross cut shredding and pulverizing.

13. Removal of Data

Department PHI in either electronic or paper form shall not be removed from Department premises or from the premises of an authorized vendor or contractor without the written permission of the Department ISO.

14. Faxing of Confidential Information

Facsimile transmissions containing PHI 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 must be verified before sending.

15. Mailing of Confidential Information

Department PHI shall only be mailed using secure methods. Large volume mailings of Department PHI must 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 Department approved solution or a solution using a vendor product specified on the Department of General Services (DGS) California Strategic Sourced Initiative (CSSI) website.

C. Solution Architecture

1. System Security Compliance

The system shall comply with all applicable Department security policies and requirements, as well as those specified in the State Administrative Manual (SAM), Health Administrative Manual (HAM), HIPAA, Privacy Act, and any other applicable state or federal regulation. All security safeguards and precautions shall be subject to the approval of the Department ISO.

2. Warning Banner

All systems containing Department information shall display a login warning banner stating that information is confidential, activity is logged, and system use is for business purposes only. User shall be directed to log off the system if they do not agree with these requirements.

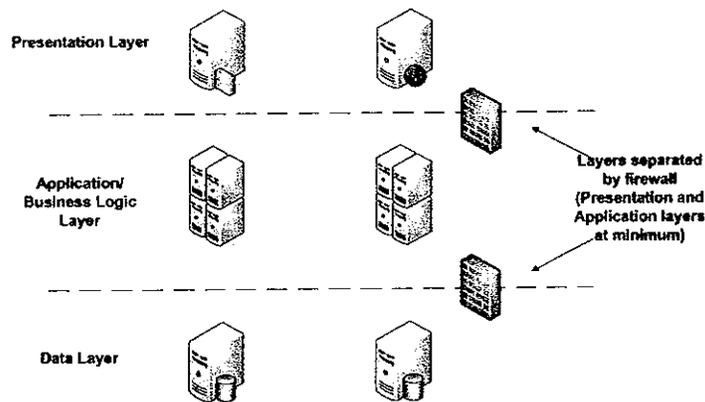
The following warning banner shall be used for all access points (e.g., desktops, laptops, web applications, mainframe applications, servers and network devices):

WARNING: This is a State of California computer system that is for official use by authorized users and is subject to being monitored and/or restricted at any time. Unauthorized or improper use of this system may result in administrative disciplinary action and/or civil and criminal penalties. By continuing to use this system you indicate your awareness of and consent to these terms and conditions of use.

LOG OFF IMMEDIATELY, if you do not agree to the conditions stated in this warning.

3. Layered Application Design

Application must be able to be segmented into a layered application design separating at a minimum the Presentation, Application/Business Logic, and Data Access Logic, and Data Persistence/Database layers.



4. Separation of Layers

The Presentation, Application/Business Logic, and Data Access Logic layer must be separated physically by a firewall regardless of physical implementation.

Vendor-provided commercial off-the-shelf (COTS) packages or components where physical separation of layers is not possible requires ISO approval.

5. Business Logic Layer Communication

Any system request made to the Business logic layer must be authenticated.

6. Data Access Logic Layer Design

The Data Access Logic Layer may take the form of stored procedures, database API (Application Programming Interface), Data Access Objects/Components, Data Access Middleware, Shared Data Services, or Secure Web Service.

7. Data Access Logic Layer Communication

Any system request made to the Data Access logic layer must be authenticated and authorized.

8. Data Persistence/Database Layer Isolation

No direct access to the Data Persistence/Database layer will be permitted, except through the Data Access logic layer.

All calls to the Data Persistence/Database layer will be made through the Data Access logic layer as a trusted sub-system that utilizes a single database access account to all transactions.

Vendor-provided commercial off-the-shelf (COTS) packages or components where physical separation of Data Access Logic layer from Data Persistence/Database layer is not possible require ISO approval.

9. User Input Validation

All user input must be validated. The system must manage client input controls from server side to the extent possible. All third-party client side input controls must be documented and approved by the Department ISO.

10. Data Input Validation

All user information input must be validated before being committed to the database or other application information repository.

11. Data Queries

All Data queries (including In-line SQL calls) will not be allowed from the Presentation or the Business Logic layers unless validated for appropriate use of query language and validated for appropriate quantity/quality of data input. All data queries solution must be approved by the Department ISO.

Database table names and column names must not be exposed. Applications must use an alias for every table and column.

Dynamic SQL will not be permitted from the Presentation Layer without prior approval from the Department ISO.

12. Username/Password Based Authentication

When usernames and passwords are going to be used as the method for system authentication the following for each must be met:

- Username requirements:
 - Usernames are unique and are traceable to an individual worker.
 - Usernames are NOT to be shared and never hard-coded into system logic.
- Password requirements:
 - Are not to be shared.
 - Must be 8 characters or more in length.
 - Must NOT be a word found in the dictionary, regardless of language.
 - Passwords must be encrypted using irreversible industry-accepted strong encryption.
 - Must be changed at least every 60 days.
 - Must NOT be the same as any of the previous 10 passwords.
 - Must be changed immediately 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 through 9); and
 - Non-alphanumeric characters (punctuation symbols).
 - Accounts must be locked after 3 failed logon attempts.
 - Account lock-out reset timers must be set for a minimum of 15 minutes.

13. Privileged Accounts Management

- Privileged Account Authorization
A privileged account is an account that allows an individual to perform maintenance on an operating system or application (e.g. create/remove users, install applications, create/modify databases). Privileged accounts require the approval of the individual's manager, the ISO, and must include a business justification stating why privileged access is required and what it will be used for.

Individuals granted privileged accounts must have already signed the Security and Confidentiality Acknowledgement Statement. Privileged accounts must be unique and associated with the individual for whom the account is authorized. The use of shared privileged accounts (e.g. Administrator) is strictly prohibited.

- Username requirements
 - Must be unique and are traceable to an individual person.
 - Must NOT be shared.
 - Must never be hard-coded into system logic.
 - Must NOT be the same across different zones (e.g. Web Zone, Internal network, and Test Labs / Environments).
 - The default built-in Administrator account must be renamed and disabled.
 - The naming convention for privileged accounts must not make it obvious that usernames belong to privileged accounts.
 - If a generic privileged account is created:
 - It must only be used in an Emergency.
 - It is NOT to be used for routine maintenance.
 - The password storage and management process for generic privileged accounts must be approved by the Department ISO.

- Password requirements
 - Must not be the same as any of the previous 10 passwords.
 - Must not to be shared.
 - Must NOT be the same across different zones (e.g. Web Zone, Internal network, and Test Labs / Environments).
 - Must be 12 characters or more in length.
 - Must NOT be a word found in the dictionary, regardless of language.
 - Password must NOT be stored in clear text.
 - Must be changed at least every 60 days.
 - Must be changed immediately if revealed, or compromised.
 - Must be changed immediately upon the termination or transfer of an employee with knowledge of the password.
 - Passwords must be encrypted using industry accepted, irreversible strong encryption.
 - Accounts must be locked after 3 failed logon attempts.
 - Account lock-out timers must be set for at least 60 minutes.
 - Must be comprised 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 through 9);
 - Non-alphanumeric characters (punctuation symbols).

- Restrictions for Privileged Accounts
 - Holders of privileged accounts must restrict the use of their account privileges to activities that are part of their job and that require privileged access.
 - Holders of privileged accounts must never share their access and password with other individuals.

14. Service Accounts Management

- **Service Account Authorization**
In situations where it is necessary to use a service account, which is an account used to run a service and whose password is known by multiple individuals, the account request will be approved by the manager of the Project/Program requesting the account and by the ISO. Requirements, stating the need for a service account, will be documented in the request. A service account password is shared among the individuals authorized to access the account, and is subject to controls as stated in the password requirements in this document.
- **Restrictions for Service Accounts**
 - Sharing passwords via email is prohibited, unless the body of the email itself is encrypted using strong encryption.
 - When users are no longer authorized to access an existing service account, the service account password must be changed.

15. Role - Based Access

Any system deployed during, or as a result of a project, shall provide secure role-based access for authorization utilizing the principle of least privilege at all layers/tiers.

16. User / Entity Authentication Logging

The system must log success and failures of user authentication at all layers as well as log all user transactions at the database layer as required by regulation, policy or standard and as prescribed for the given application/system. This logging shall be included for all user privilege levels including but not limited to systems administrators. This requirement applies to systems that process, store, and/or interface with PII (Personal Identifiable Information) and/or confidential information.

17. Automatic System Session Expiration

The system must provide an automatic timeout of user sessions after 20 minutes of inactivity.

18. Automatic System Lock-out and Reporting

The system must provide an automatic lock-out of users and a means to audit a minimum of 3 failed log-in attempts. The means of providing audit information must be approved by the Department ISO.

19. Role-based Access to Audit Functions and Data

All systems/applications will implement role-based access to auditing functions and audit trail information utilizing the principle of least privilege.

20. Secure Online Access to Audit Functions

All systems / applications will implement a secure online interface to Audit Capabilities and Reporting by way of application programming interface (API) or network service (or Web Service); to allow Department ISO to view logs, auditing procedures, and audit reporting.

21. Audit Trails

This requirement delineates the (minimum) log information that audit trails should record for any system that contains or is involved in the transmission of confidential information. The information listed below should be available on every system running a production environment. Not only will this information assist with problem resolution efforts and system restore operations, it will also be invaluable to system penetration attack investigations, fraud investigations, etc.

The system must record (at minimum) the following events and any other events deemed appropriate by the Department ISO:

Transaction Types

- Any and all administrative changes to the system (i.e. administrative password changes (forgotten password resets), system variables, network configuration changes, disk subsystem modifications, etc).
- Logon failures.
- Logons during non-business hours.
- Program or file access denial.
- Addition, deletion, or modification of users or program access privileges.
- Changes in file access restrictions.
- Database addition, deletion, or modification.
- Copy of files before and after read and write changes.
- Transaction issued.

Individual audit trail records shall contain the information needed to associate each query transaction to its initiator and relevant business purpose. Individual audit trail records should capture at a minimum the following:

Minimum Audit Trail Record Content

- Date and Time Stamp.
- Unique Username of Transaction Initiator.
- Transaction Recorded.
- Success or Failure of Transaction Recorded.
- Relevant business process or application component involved.
- Data captured (if any).

Audit Trail logs shall be maintained at minimum for three years after the occurrence or a set period of time determined by the Department ISO that would not hinder a detailed forensic investigation of the occurrence. The Department ISO has final approval authority.

22. Application Security Controls

For any application which accesses confidential data, the following technical controls shall be present, unless an exception is granted by ISO:

- Shall use *least privileged accounts* to execute code and to access databases.
- User access rights shall be authenticated and authorized on entry to each application tier.
- All user input shall be validated as well as all validating parameters passed to all public web service methods.
- Do not expose information that is not required, as such information can potentially open doors that might lead to new vulnerabilities.
- If a web application fails, it shall not leave sensitive data unprotected or expose any details in error messages presented to the user. Any exceptions shall be logged or emailed to the appropriate team member.
- Any sensitive data stored in session, cookies, disk files etc., shall be encrypted. Any sensitive data passed between tiers shall be encrypted.
- Applications shall be protected from the Internet by a front-end web application, firewall, gateway, and proxy of a type approved by the ISO, which shall be included in the documented system design.
- Post back Universal Resource Locators (URLs) shall not contain unencrypted record identifiers or database keys.
- Post back URLs shall not include query strings.

D. Documentation of Solution**1. System Configuration**

As part of each project, assigned staff will document and maintain a full inventory of the major hardware, software, and communications platforms in use; system configurations; all applications/components with descriptions encompassing the solution; and a description of the solution's security design features and user access control mechanisms. Project/Program will ensure a custodian(s) is assigned to each application/component.

2. Data In Use Classifications

Project/Program will document and maintain information classification matrix of all information elements accessed and/or processed by solution.

The matrix should identify at a minimum:

- Information element.
- Information classification/sensitivity.
- Relevant function/process or where is it used.
- System and database or where is it stored.

3. System Roles and Relationships

Project shall document the following roles and ensure everyone understands their role, and complies with all applicable regulations including the SAM.

- The designated owner of the system
- The designated custodian(s) of the system
- The users of the system
- The security administrator for the system
- Outside entities sending or receiving data to system

Project shall document the organizational structure and relationships between these roles.

4. Audit Method Documentation

Project/Program will document the solution's auditing features and provide samples of audit reporting.

5. Retention of Documentation

The system/application administrators will retain documentation, including audit and activity logs, for a minimum of three years (up to seven years) from the date of its creation or the date it was last in effect, whichever is later.

E. ISO Notifications and Approvals

1. Security Compliance Notification

As part of each project, assigned staff will document how proposed solution meets or addresses the requirements specified in this document and must be submitted to the Department ISO prior to taking custody of Department owned information.

2. Notification of Changes to Solution

Once a project is approved as final by the Department ISO, no changes will be made to the project scope, documentation, systems or components without a change approval by the Department ISO.

3. Notification of Breach or Compromise

The system/application administrators shall immediately and in writing report to the Department ISO any and all breaches or compromises of system and/or information security, and shall take such remedial steps as may be necessary to restore security and repair damage, if any.

In the event of a breach or compromise of system and/or information security, the Department ISO may require a system/application security audit. The Department ISO shall review the recommendations from the security audit, and make final decisions on the steps necessary to restore security and repair damage.

The system/application administrators shall properly implement any and all recommendations of the security audit, as approved by the Department ISO.

4. Project Security Approvals

Projects shall ensure checkpoints throughout the SDLC which verify security requirements are being met. This shall be incorporated in the project plan along with identification of necessary resources, timelines, and costs to address these requirements. An ISO representative should be involved throughout the SDLC to ensure this occurs.

For reportable FSR's, Office of Information Security and Privacy Protection (OISPP) requires submission of the *Questionnaire for Information Security and Privacy Components in Feasibility Study Reports and Project-Related Documents*. See http://www.oispp.ca.gov/government/documents/docs/Info_Sec_and_Priv_Components_FSR-Questionnaire.doc. The response to this document shall be approved by the ISO prior to submission.

Projects shall ensure all applicable security requirements and deliverables are included in the project plan, and that ISO approvals are obtained, where required. This includes those listed in the following section, and any covered by other sections of this document. ISO shall be given reasonable time to review and comment on these deliverables.

5. Application Security Approvals

At a minimum, for any application which accesses confidential data, the following documented ISO approvals shall be obtained at the appropriate project phases, and before the application is moved to production.

- ISO approval of a dated, detailed design document. This design shall include network layout including specific firewall port requirements, server hosting locations, operating systems, databases, data exchange interfaces, and points of authentication/authorization. The project shall not move beyond the design phase until there is an ISO approved design.
- ISO approval of any non-standard development tools, e.g. programming languages or toolkits.
- ISO approval of a plan for an independent security code review which addresses at minimum the current Open Web Application Security Project (OWASP) top ten application vulnerabilities, where applicable. ISO shall approve any findings of that code review not being corrected. ISO recommends the security code review be carried out during the development process rather than only at the end.
- ISO approval of a plan for security code reviews of future maintenance code changes, which addresses at minimum the current OWASP top ten application vulnerabilities, where applicable.
- ISO approval of a plan for an independent automated security vulnerability assessment of the application, and approval of the findings of that assessment. The assessment shall assess the OWASP top ten risks at minimum, as applicable.

Independent as indicated above is defined as organizationally separate from those developing or configuration the application. The independence and skill level of the entities being utilized shall be approved by ISO.

Application code and infrastructure is subject to ISO audit, and shall match the approved detailed design.

F. Appendix A – SR1 Exemption Form

REF	Security Requirement	Exemption (Yes, No, or N/A)	Business Justification
A	Administrative / Management Safeguards		
1	Workforce Confidentiality Statement		
2	Access Authorization		
3	Access Authorization Maintenance		
4	Information System Activity Review		
4	Periodic System Security Review		
6	Periodic System Log Review		
7	Business Impact Analysis		
8	Change Control		
9	Incident Response		
10	Disaster Recovery		
11	Emergency Mode Operation Plan		
12	Periodic System Recovery Testing		
13	Supervision of Data		
14	Escorting Visitors		
B	Technical and Operational Safeguards		
1	System Security Compliance		
2	Virus Protection		
3	Patch Management		
4	Encrypted Electronic Transmissions		
5	Encrypted Data Storage		
6	Workstation / Laptop Encryption		
7	Removable Media Encryption		
8	Secure Connectivity		
9	Intrusion Detection and Prevention		
10	Minimum Data Downloads		
11	Data Destruction		
12	Confidential Destruction		
13	Removal of Data		
14	Faxing of Confidential Information		
15	Mailing of Confidential Information		
C	Solution Architecture		
1	System Security Compliance		
2	Access Point Warning Banner		
3	Layered Application Design		
4	Separation of Layers		

REF	Security Requirement	Exemption (Yes, No, or N/A)	Business Justification
5	Business Logic Layer Communication		
6	Data Access Logic Layer Design		
7	Data Access Logic Layer Communication		
8	Data Persistence/Database Layer Isolation		
9	User Input Validation		
10	Data Input Validation		
11	Data Queries		
12	Username/Password Based Authentication		
13	Privileged Accounts Management		
14	Service Accounts Management		
15	Role - Based Access		
16	User / Entity Authentication Logging		
17	Automatic System Session Expiration		
18	Automatic System Lock-out and Reporting		
19	Role-based Access to Audit Functions and Data		
20	Secure Online Access to Audit Functions		
21	Audit Trails		
22	Application Security Controls		
D	Documentation of Solution		
1	System Configuration		
2	Data In Use Classifications		
3	System Roles and Relationships		
4	Audit Method Documentation		
5	Retention of Documentation		
E	ISO Notifications		
1	Security Compliance Notification		
2	Notification of Changes to Solution		
3	Notification of Breach or Compromise		
4	Project Security Approvals		
5	Application Security Approvals		

Delapa, Pamela (CDPH)

From: Delapa, Pamela (CDPH)
Sent: Tuesday, September 22, 2009 3:44 PM
To: Webb, Margie (CDPH-HRB)
Cc: Stephenson, Rosanne (CDPH-CDIC); Miller, Christine (CDPH-CDIC-CPNS)
Subject: Review and Approval Needed to 2319A--Dillard Environmental Services (Contract 09-11430)
Importance: High
Attachments: 2b-CDPH2319a (09-11430)(Rev 9.21.09).doc; 2c-CDPH2319a--Page 3 (09-11430)(Rev 9.21.09).doc; 5-Exhibit A SOW 09-11430 (Rev 9.21.09).doc

Good afternoon,

It is my understanding that you are the point of contact for the review and approval of services which are contracted out in instances where the services are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and/or ability are not available within civil service. As such, attached is a "Justification for Contracting Out Services" form (CDPH 2319A) for your review as well as the Exhibit A Scope of Work for this contract. Award of this contract to the listed contractor (Dillard Environmental Services) was made through an approved Information Bid Process. Please let me know if you have any questions as you review these documents as well as once a decision has been reached regarding your approval. Thank you in advance for your help in this matter.

Pam Delapa

Pamela Delapa, Contract Manager
 Special Projects and Regional Infrastructure Unit
Network for a Healthy California
 (916) 449-5382 (w)
 (916) 449-5414 (fax)
Pamela.Delapa@cdph.ca.gov

Network for a Healthy California
 California Department of Public Health
 1616 Capitol Avenue, Suite 74.516, MS 7204
 Sacramento, CA 95814

Mail: P.O. Box 997377, MS 7204
 Sacramento, CA 95899-7377

Visit us at: www.networkforahealthycalifornia.net, <http://www.dhs.ca.gov/ps/cdic/cpns>, or www.championsforchange.net

**Exhibit A
Scope of Work**

1. Service Overview

Dillard Environmental Services herein referred to as the Contractor, agrees to provide to the California Department of Public Health (CDPH) the services described herein:

The Contractor, a registered hazardous waste hauler, shall provide the service of collecting, loading, transporting, and appropriately disposing with certified destruction, *Network for a Healthy California (Network)* recalled lead tainted lunch boxes from the CDPH storage facility to a Class I landfill.

2. Service Location

The services shall be performed starting at the CDPH storage facility located at 831 North Market Blvd., Sacramento, CA. and ending at a certified Class I Landfill.

3. Service Hours

The services shall be provided during the normal Contractor working hours, Monday through Friday, excluding national and State holidays.

4. Project Representatives:

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

California Department of Public Health Pamela Delapa, Contract Manager Telephone: (916) 449-5382 Fax: (916) 449-5414 E-mail: Pamela.Delapa@cdph.ca.gov	Dillard Environmental Services Melissa Roach, Vice President Telephone: (925) 634-6850 Fax: (925) 634-0874 E-mail: melissar@dillardenv.com
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b. Direct all inquires to:

California Department of Public Health Pamela Delapa, Contract Manager Network for a Healthy California 1616 Capitol Avenue, Suite 74.516 Sacramento, CA 95814 Telephone: (916) 449-5382 Fax: (916) 449-5414 E-mail: Pamela.Delapa@cdph.ca.gov	Dillard Environmental Services Attention: Melissa Roach Vice President 3120 Camino Diablo P.O. Box 579 Byron, CA 94514 Telephone: (925) 634-6850 Fax: (925) 634-0874 E-mail: melissar@dillardenv.com
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c. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this Agreement.

Exhibit A
Scope of Work

5. Services to be performed

The Contractor shall perform the following services:

- a. Collect, load, and transport 1,100 cubic yards of *Network* recalled lead tainted lunch boxes from the CDPH storage facility located at 831 North Market Street, Sacramento, California.
- b. The Contractor shall dispose of all *Network* recalled lunch boxes with certified destruction, at a fully authorized hazardous waste disposal facility certified as a Class I Landfill within California.
- c. The Contractor shall handle all *Network* recalled lunch boxes collected as hazardous waste in accordance with all applicable hazardous waste laws and regulations pursuant to Chapter's 6.5 and 6.8 of the H&S Code.
- d. All *Network* recalled lunch boxes shall be transported by a fully licensed registered hazardous waste transporter
- e. The Contractor shall provide to the CDPH Project Representative a copy of the Contractor's insurance to carry hazardous waste.
- f. The Contractor shall provide to the CDPH Project Representative a certification of destruction within twenty (20) business days of the disposal of the *Network* recalled lunch boxes.

AGENDA REPORT

SUBJECT: CONSIDER APPROVAL OF AGREEMENT
NO. 09-96 WITH THE SAN BERNARDINO
COUNTY DEPARTMENT OF AGING AND
ADULT SERVICES TO PROVIDE FUNDING
FROM THE AMERICAN RECOVERY AND
REINVESTMENT ACT OF 2009 FOR THE
SENIOR CITIZEN NUTRITION PROGRAM

DATE: October 5, 2009

SECTION: AGREEMENTS

ITEM NO.: 5

FILE I.D.: HSV105

**BUSINESS
PLAN:** N/A

DEPT.: COMMUNITY DEV.

REASON FOR CONSIDERATION: The City Council is requested to consider approval of Agreement No. 09-96 with the San Bernardino Aging and Adult Services (DAAS) to provide funding from the American Recovery and Reinvestment Act of 2009 (ARRA) for the Senior Citizen Nutrition Program.

BACKGROUND: The DAAS has awarded the City a contract to provide funding from the ARRA for the Senior Citizen Nutrition Program for older adults, ages 60 and over. The ARRA was enacted by Congress and signed into law on February 17, 2009. The Act contains funding for a variety of programs that support Americans during challenging economic times, including the Elderly Nutrition Program funded through Title IIIC of the Older Americans Act. This program offers nutritious meals, nutrition education, and other appropriate nutrition services for older Americans in order to maintain independence, health, and quality of life. The one-time funds in the amount of \$76,387 would be used for catering services and consumable supplies needed to operate the program. The City of Montclair is contracted to serve 13,813 meals throughout the term of the contract.

The term of proposed Agreement No. 09-96 is from November 1, 2009, through June 30, 2010.

FISCAL IMPACT: Should the City Council approve Agreement No. 09-96, the ARRA funding in the amount of \$76,387 would be awarded to the City from DAAS.

RECOMMENDATION: Staff recommends the City Council approve Agreement No. 09-96 with the San Bernardino County Department of Aging and Adult Services to provide funding from the American Recovery and Reinvestment Act of 2009 for the Senior Citizen Nutrition Program.

Prepared by:

M. Richter

Reviewed and
Approved by:

Gene Lopez

Proofed by:

Christine Smidely

Presented by:

Gene Lopez

FOR COUNTY USE ONLY



County of San Bernardino

F A S

STANDARD CONTRACT

<input checked="" type="checkbox"/> New	Vendor Code	SC	Dept.	A	Contract Number			
<input type="checkbox"/> Change	CITYOFM731		OOA					
<input type="checkbox"/> Cancel								
County Department			Dept.	Orgn.	Contractor's License No.			
Aging and Adult Services			OOA					
County Department Contract Representative			Telephone		Total Contract Amount			
Sharon Alston			(909)386-8145		\$ 76,387			
Contract Type								
<input type="checkbox"/> Revenue <input checked="" type="checkbox"/> Encumbered <input type="checkbox"/> Unencumbered <input type="checkbox"/> Other:								
If not encumbered or revenue contract type, provide reason:								
Commodity Code		Contract Start Date	Contract End Date	Original Amount	Amendment Amount			
95200		Nov. 1, 2009	June 30, 2010	\$76,387	\$			
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No	Amount		
AAF	OOA	AR10	200	2445	C1ARRANY10	\$ 76,387		
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount		
						\$		
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount		
						\$		
Project Name			Estimated Payment Total by Fiscal Year					
Senior Nutrition Services			FY	Amount	I/D	FY	Amount	I/D
			09/10	\$76,387	I			

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino, Department of Aging and Adult Services, hereinafter called the County, and

Name
 City of Montclair hereinafter called Contractor

Address
 5111 Benito Street

Montclair, CA 91763

Phone Birth Date
 (909) 626-8571

Federal ID No. or Social Security No.

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the County desires to provide nutrition programs for the elderly; and

WHEREAS, the American Recovery and Reinvestment Act of 2009 (ARRA) provides for assistance to State and local agencies to develop nutrition programs for the elderly; and

WHEREAS, County has been allocated ARRA funds by the California Department of Aging for the purpose of administering nutrition programs for the elderly; and

WHEREAS, County finds Contractor qualified to provide nutrition programs for the elderly, and

WHEREAS, County desires that such services be provided by Contractor and Contractor agrees to perform these services according to the specific terms and conditions provided by the Contract.

NOW THEREFORE, in consideration of the mutual promises contained herein, County and Contractor mutually agree to the following terms and conditions:

Auditor/Controller-Recorder Use Only

<input type="checkbox"/> Contract Database	<input type="checkbox"/> FAS
Input Date	Keyed By

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I. DEFINITIONS

- A. ARRA – American Recovery and Reinvestment Act of 2009
- B. Cash Match – Cash, other than program income, contributed to the project from local or State funds. With the exception of Community Development Block Grants (CDBG), Federal funds cannot be used as cash match.
- C. CDA – California Department of Aging
- D. CDA PM – Title III Program Manual for Area Agencies on Aging – This manual is based on Federal Regulations for Title III published March 31, 1980 (CFR, Chapter 8, Subchapter C, Part 1321), and pertinent parts of 45 CFR Sub-title A, Part 74, published June 3, 1980.
- E. CFR – Code of Federal Regulations
- F. Contract – The coversheet, the terms and conditions, work plan, budget display, budget summary, exhibits, attachments, addendums, and amendments, unless otherwise specified.
- G. Contractor – The entity to which funds are awarded under this Contract and which is accountable to DAAS for use of these funds and is responsible for executing its provision and services.
- H. Cost Reimbursement – Payment method based on cost of providing services which may include overhead, personnel, utilities, etc., and scopes of work and approved budget.
- I. CRFC – California Retail Food Code (Section 113700 et seq., California Health and Safety Code); replaces California Uniform Retail Food Facilities Law (CURFFL).
- J. DAAS – Refers to the County of San Bernardino Department of Aging and Adult Services, which is a County department that provides services to seniors and at-risk adults to improve or maintain choice, independence, and quality of life. DAAS works to ensure that seniors and adults with disabilities have the right to age in place in the least restrictive environment.
- K. Elderly – Any individual who is sixty (60) years of age or older; also “older individual.”
- L. General Program Income – Meal income received in the form of contributions or donations made by the elderly for services rendered under this Contract.
- M. HACCP – Hazard Analysis Critical Control Point
- N. HS – Refers to the County of San Bernardino Human Services, which is a system of integrated services where the programs and resources of eight County departments come together to provide a rich, more complete array of services to the citizens of San Bernardino County under one coordinated effort.
- O. In-Kind Match – Refers to donated building space, volunteer time, donated equipment, etc. Cash contributions are not in-kind.
- P. In-Kind Contributions – Property, equipment, services (e.g. volunteer services) and supplies benefiting a CDA supported program or activity, which is contributed by non-Federal third parties without charge to the Contractor.
- Q. Non-Expendable Personal Property – Tangible personal property having a useful life of more than one year and an acquisition cost of \$500 or more per unit.

- R. OAA – Older Americans Act – Provides comprehensive, coordinated, community-based systems of service to persons age 60 and older to enable them to maintain health, personal dignity, and independence.
- S. Older Individual – Individual who is 60 years of age or older
- T. OMB – Office of Management and Budget
- U. Project Income – Any income earned by Contractor during the term of the Contract from activities supported in part or total by federal funds, including, but not limited to:
- Income in the form of fees for services performed during the Contract period
 - Proceeds from the sale of tangible or real property
 - Proceeds from the sale of equipment and/or supplies acquired for use
 - Usage or rental fees
 - Interest
 - Patent or copyright royalties
 - Contribution or donations made by the elderly
- V. Reimbursable Item – Allowable cost and compensable item
- W. Service Area – Defines a geographic area to be served under this program.
- X. State – State of California
- Y. Title III – Title III of the Older Americans Act
- Z. USC – United States Code
- AA. USDA – United States Department of Agriculture
- BB. W & I – Welfare and Institutions Code

II. CONTRACTOR SERVICE RESPONSIBILITIES

- A. Contractor shall, in a satisfactory manner as determined by DAAS, conduct, administer and provide the Nutrition Program for the elderly as defined in the Work Plan/Scope of Work FY 2009-2010 (Attachment A), attached hereto and incorporated by reference into this Contract.
1. Appropriate food containers and utensils for blind and handicapped participants shall be available on request.
 2. All participants are to be permitted to eat in a leisurely fashion.
 3. Meals are to be served in a courteous and friendly manner.
 4. The facility is to maintain adequate lighting and ventilation. The facility is to meet all applicable health, fire, safety, and sanitation regulations.
 5. Contractor is to provide restrooms that are clean, adequate, and well equipped.
 6. Contractor is to provide tables and chairs that are sturdy and appropriate for the participants. Tables are to be arranged to assure a pleasant atmosphere and to encourage socialization.

7. Contractor shall provide a sufficient number of tables surrounded by adequate aisle space (a minimum width of 3 feet, 8 inches) to allow for persons with canes, walkers, crutches, or wheelchairs to move with ease.
 8. Contractor shall provide appropriate table settings. Disposable dinnerware shall be resistant to buckling, spillage, nonporous, sanitary, attractive, shall not melt, shall not bend, and shall not splinter during normal use.
 9. Whenever two (2) or more persons manifest the symptoms of food borne illnesses within a similar time frame after consuming food served under the Nutrition Program, Contractor shall notify the local health authorities to initiate an investigation. Contractor shall notify DAAS within twenty-four (24) hours of such an occurrence.
 10. Fire and health inspections are to be secured prior to beginning service provision and annually thereafter. Copies of all inspection reports shall be maintained on site for DAAS review.
- B. Contractor agrees to participate in appropriate employee training and development provided by DAAS, the CDA and the Administration on Aging.
- C. Contractor shall complete a written work performance evaluation annually on all paid and volunteer employees.
- D. Contractor shall insure all paid and volunteer employees/staff attend the Adult Abuse Reporting Training, and read and sign a certification of understanding of the Adult Abuse Reporting Act.
- E. In order to provide emergency assistance or continue services to at-risk elderly or dependent adults in the event of disaster, Contractor shall maintain accurate lists of all participants who are receiving home-delivered meals and/or other services due to impairments that render them at risk of serious injury or death. Contractor shall coordinate and report disaster services and issues with DAAS.
- F. Contractor understands that one of its responsibilities under this Contract is to ensure that preference shall be given to providing services to older individuals with the greatest economic or social needs, with particular attention to low-income minority individuals. The term "greatest economic need" means the need resulting from an income level at or below the poverty threshold established by the Bureau of the Census, and the term "greatest social need" means the need caused by non-economic factors which include physical or mental disabilities, language barriers, and cultural or social isolation, including that caused by racial or ethnic status which restricts an individual's ability to perform normal daily tasks or which threatens his or her capacity to live independently.
- G. Reports
1. Contractor, at such times and in such forms as DAAS may require, shall furnish statements, records, reports, data and information requested by DAAS pertaining to Contractor's performance of services hereunder and other matters covered by this Contract. The forms shall be reviewed for timeliness, completeness, and correctness of the information submitted, by the Program Director or his/her designee, prior to submission to DAAS. Incomplete forms shall be returned to the Contractor for completion. (In the event of changes in these forms, DAAS shall advise the Contractor via written notice.) The Contractor shall develop and implement a process for ensuring quality control.
 2. Contractor shall meet the following standards for the submission of required reports:

- a. Financial Reporting - Accurate, current and complete disclosure of the financial results of the program shall be made in accordance with the financial reporting requirements of the Contract. The following reports are to be submitted to DAAS when indicated:

1) Monthly

- Expenditure Report/Request for Reimbursement form – Due to DAAS Administration by the 20th working day of the month following the month of service. Expense reimbursement shall be based on Budget Summary (Attachment B).

3. All Nutrition Contractors that provide services to 500 or more clients per year are required to utilize and maintain an Internet based client tracking system provided by DAAS.

H. Records

1. The Contractor shall maintain complete records (which shall include, but not be limited to, accounting records, contracts, agreements, reconciliation of the "Financial Closeout Report" to the audited financial statements, a summary worksheet of results from the audit resolutions performed for all subcontractors with supporting documentation, letters of agreement, insurance documentation in accordance with this Contract, Memorandums and/or Letters of Understanding, patient or client records and electronic files) of its activities and expenditures hereunder in a form satisfactory to the County and/or State and shall make all records pertaining to this Contract available for inspection and audit by the County and/or State or its duly authorized agents, at any time during normal business hours. All such records must be maintained and made available by the Contractor; (a) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by County, (b) for such longer period, if any, as is required by applicable statute, by any other clause of this Contract, or by Section II, Paragraph H, Items 2 and 3 of this Contract, and (c) for such longer period as County deems necessary.
2. In the event this Contract is either completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in Item 1 above. The Contractor shall ensure that any resource directories and all client records remain the property of DAAS upon termination of this Contract, and are returned to DAAS or transferred to another Contractor as instructed by DAAS.
3. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of the County and/or State and is stated so in writing to the Contractor.
4. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by the County under this Contract. If the allowability of expenditures cannot be determined because records or documentation of the Contractor are nonexistent or inadequate according to Generally Accepted Accounting Principles and Procedures, the expenditures will be questioned in the audit and may be disallowed by the County and/or State during the audit resolution process.
5. After the authorized period has expired, confidential records shall be destroyed by shredding and disposed of in a manner that will maintain confidentiality.

III. CONTRACTOR GENERAL RESPONSIBILITIES

- A. In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.
- B. Contractor certifies that it and its subcontractors:
1. Are not presently disbarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 2. Have not within a three-year period preceding this Contract 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 Item 2 of this certification; and
 4. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.
- C. Contractor shall report immediately to the County in writing any incidents or alleged fraud and/or abuse by either Contractor or Contractor's subcontractor(s). Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by the County.
- D. Without the prior written consent of the Assistant County Administrator for Human Services, this Contract is not assignable by Contractor either in whole or in part.
- E. Contractor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Contractor. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.
- F. If during the course of the administration of this Contract, the County determines that the Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this Contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.
- G. Subcontracts

The Assistant County Administrator for Human Services is designated the authority to approve one or more subcontracts, provided each subcontract meets the following terms and

1. The policies and procedures used in processing and awarding the subcontracts were:

- a. Organized and structured;
 - b. Reasonable and equitable;
 - c. Documented and approved by appropriate authorities;
 - d. Consistent with applicable federal, state, and local procurement requirements;
 - e. Uniformly applied; and
 - f. Open for public review and scrutiny.
2. All subcontracts require the advance written approval of the Director of DAAS or his/her designee.
 3. Any subcontractor shall be subject to the same provisions as Contractor. Contractor shall be fully responsible for the performance of any subcontractor.
 4. Funds for this Contract shall not be obligated in subcontracts for services beyond the termination date of this Contract.
 5. The Contractor shall have no authority to contract for, on behalf of, or incur obligations on behalf of the County.
 6. Copies of subcontracts, memoranda and/or letters of understanding shall be on file with the Contractor and shall be made available for review at the request of the County.
 7. A copy of the executed subcontract shall be submitted to the Director of DAAS.

H. Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. Said records shall be kept and maintained within the County of San Bernardino or within a reasonable driving distance. County shall have the right upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.

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

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

- I. Contractor shall notify County in writing of any change in mailing address and/or physical location within ten (10) days of the change, and shall immediately notify County of changes in telephone or fax numbers.
- J. Contractor shall notify County of any continuing vacancies and any positions that become vacant during the term of this Contract that will result in reduction of services to be provided under this Contract. Upon notice of vacancies, the Contractor shall apprise County of the steps being taken to provide the services and to fill the position as expeditiously as possible. Vacancies and associated

problems shall be reported to County on each periodically required report for the duration of said vacancies and/or problems.

- K. Contractor shall designate an individual to serve as the primary point of contact for the Contract. Contractor shall notify HS when the primary contact will be unavailable/out of the office for one (1) or more workdays. Contractor or designee must respond to County inquiries within two (2) County business days.
- L. Contractor shall ensure that staff and volunteers are knowledgeable on the Client Complaint and Grievance Procedures for Older Americans Act Programs (Attachment C), and ensure that any complaints by clients are referred to the County in accordance with the procedure. Contractor agrees to document, investigate, and resolve any and all client or potential client complaints relating to this program. The procedure must be in writing and posted in clear view of all recipients.
- M. Contractor shall keep the County apprised of any and all actions taken by its Board of Directors which may impact on the Contract. Further, a County representative shall have the option of attending Board meetings during the term of this
- N. Information Integrity and Security

1. Information Assets

The Contractor shall have in place operational policies, procedures, and practices to protect State information assets, i.e., public, confidential, sensitive and/or personal information as specified in State Administrative Manual, section 4841.2., GC section 11019, Department of Finance (DOF) Management Memo 06-12, and DOF Budget Letter 06-34.

Information assets include (but are not limited to):

- Information collected and/or accessed in the administration of the State programs and services.
- Information stored in any media form, paper or electronic.

2. Encryption on Portable Computing Devices

The Contractor is required to encrypt (or use an equally effective measure), any data collected under this agreement that is confidential, sensitive, and/or personal including data stored on portable computing devices (including but not limited to, laptops, personal digital assistants, and notebook computers) and/or portable electronic storage media (including but not limited to, discs and thumb/flash drives, portable hard drives).

3. Disclosure

- a. The Contractor shall ensure that personal, sensitive and confidential information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies. The requirement to protect information shall remain in force until superseded by laws, regulations or policies.
- b. The Contractor shall protect from unauthorized disclosure names and other identifying information, concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.
- c. "Identifying information" shall include, but not be limited to, name, identifying number, social security number, state driver's license or state identification number,

financial account numbers, symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.

- d. The Contractor shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this agreement.
- e. The Contractor shall not, except as otherwise specifically authorized or required by this agreement or court order, any identifying information obtained under the terms of this agreement to anyone other than DAAS and/or CDA without prior written authorization from DAAS or CDA, except by court order. The Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
- f. The Contractor may allow a participant to authorize the release of information to specific entities, but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Contractor accept such blanket authorization from any participant.

4. Training/Education

- a. The Contractor must provide ongoing education and training, at least annually, to all employees and subcontractors who handle personal, sensitive or confidential information. Contractor employees, subcontractors, and volunteers must complete the required Security Awareness Training module located at www.aging.ca.gov within 30 days of the start date of the Contract/Agreement or within 30 days of the start date of any new employee, subcontractor or volunteer. The Contractor must maintain certificates of completion on file and provide them to DAAS upon request. Training may be provided on an individual basis or in groups. A sign-in sheet is acceptable documentation for group training in lieu of individual certificates. If internet access is not available, a hardcopy of the training module may be provided to employees and/or volunteers for their completion.
- b. Contractor may substitute CDA's Security Awareness Training program with its own Security Training provided such training meets or exceeds CDA's training requirement. Contractors/Vendors shall maintain documentation of training and education provided to their staff, volunteers, and/or subcontractors.
- c. All employees and volunteers who handle personal, sensitive or confidential information relating to CDA's programs must participate in Security Awareness Training.

5. Health Insurance Portability and Accountability Act (HIPAA)

The Contractor agrees to comply with the privacy and security requirements of the HIPAA to the extent applicable and to take all reasonable efforts to implement HIPAA requirements. Contractor will make reasonable efforts to ensure that subcontractors comply with the privacy and security requirements of HIPAA.

6. Contractor Confidentiality Statement

The Contractor shall sign and return a Contractor/Vendor Confidentiality Statement CDA 1024 form with this Agreement. This is to ensure that Contractor/Vendors are aware of, and agree to comply with, their obligations to protect CDA information assets from unauthorized access and disclosure.

7. Security Incident Reporting

A security incident occurs when CDA information assets are accessed, modified, destroyed, or disclosed without proper authorization, or are lost, or stolen. The Contractor must report all security incidents to DAAS immediately upon detection. A Security Incident Report form (CDA 1025) must be submitted to DAAS within five (5) business days of the date the incident was detected.

8. Notification of Security Breach to Data Subjects

- a. Notice must be given by the Contractor or subcontractor to any data subject whose personal information could have been breached.
- b. Notice must be given in the most expedient time possible and without unreasonable delay except when notification would impede a criminal investigation, or when necessary measures to restore system integrity are required.
- c. Notice may be provided in writing, electronically, or by substitute notice in accordance with State law, regulation, or policy.

9. Software Maintenance

The Contractor shall apply security patches and upgrades and keep virus software up-to-date on all systems on which data collected under this agreement that is confidential, sensitive and/or personal may be used.

10. Provisions of this Article

The provisions contained in this Article shall be included in all contracts of both the contractor and its subcontractors.

- O. Contractor shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to this Contract, except for statistical information not identifying any participant. The Contractor shall not use or disclose any identifying information for any other purpose other than carrying out the Contractor's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.

Contractor and their employees shall sign a confidentiality statement and complete the annual training posted on CDA's website, www.aging.ca.gov, within thirty days from the effective date of this Contract.

- P. Contractor agrees to and shall comply with the County's Elder and Dependent Adult Abuse Reporting requirements:
1. Contractor will ensure that all known or suspected instances of elder or dependent adult abuse are reported in writing to DAAS Adult Protective Services.
 2. In accordance with W & I Code Section 15630, all employees of the Contractor and its subcontractors are mandated reporters of elder and dependent adult abuse. Contractor assures all employees, agents, consultants or volunteers who perform services under this Contract and are mandated to report elder and dependent adult abuse will sign a statement,

upon the commencement of their employment, acknowledging their reporting requirements and their compliance with them.

3. Mandated reporters are required to report all instances of known or suspected abuse of the elderly and dependent adults by telephone immediately or as soon as practically possible, under the following circumstances:
 - a. When the mandated reporter has observed or has knowledge of an incident that reasonably appears to be physical abuse, abandonment, isolation, financial abuse, or neglect; or
 - b. When the mandated reporter is told by an elder or dependent adult that he or she has experienced behavior constituting physical abuse, abandonment, isolation, financial abuse, or neglect;
 - c. A written "Report of Suspected Dependent Adult/Elder Abuse" (SOC 341) must be submitted within two (2) working days of making the telephone report to the responsible agency, as defined below in Item 4.
4. Incidents of elder and dependent adult abuse must be reported to the correct agency as follows:
 - a. If the abuse has occurred in a long term care facility, except a state mental hospital or state developmental center, the report shall be made to the local Long-Term Care Ombudsman or local law enforcement;
 - b. If the abuse has occurred in a state mental hospital or state developmental center, the report shall be made to the designated investigators of the State Department of Mental Health or the State Department of Developmental services or to the local law enforcement;
 - c. If the abuse occurred anywhere other than a long-term care facility or State mental hospital or State developmental center, the report shall be made to Adult Protective Services or local law enforcement.
5. Under the terms of this Contract, as changes in the Elder and Dependent Adult Reporting Laws are enacted, the Contractor is bound to comply with the most current regulations.

Q. Any Contractor who provides home delivered meals shall obtain from the Department of Justice (DOJ) records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code Section 11105.3 prior to providing any services. This includes licensed personnel who are not able to provide documentation of prior Department of Justice clearance. A copy of a license from the State of California is sufficient proof. County must be immediately notified of any records showing a conviction. The County may instruct Contractor to take action to deny/terminate employment or terminate internship and/or volunteer services where the records show the person is unsuitable for employment, internship, or volunteer services.

R. Contractor shall notify County of any staff member, paid intern or volunteer who is knowingly or negligently employed who has been convicted of any crime of violence or of any sexual crime. Contractor shall investigate all incidents where an applicant, employee, intern or volunteer has been arrested and/or convicted for any crime listed in Penal Code Section 11105.3 and shall notify County. In the County's discretion, the County may instruct Contractor to take action to either

deny/terminate employment or terminate internship and/or volunteer services where the investigation shows that the underlying conduct renders the person unsuitable for employment, internship, or volunteer services.

Contractor shall immediately notify HS concerning the arrest and/or conviction, for other than minor traffic offenses, of any paid employee, agent, consultant, intern, or volunteer staff, when such information becomes known to Contractor.

S. Conflict of Interest

The Contractor shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the County determines that a conflict of interest exists, funds may be disallowed by the County and such conflict may constitute grounds for termination of the Agreement.

This provision shall not be construed to prohibit employment of persons with whom the Contractor's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

T. Contractor agrees to and shall comply with the following indemnification and insurance requirements:

1. Indemnification - The Contractor agrees to indemnify, defend, and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law.
2. Insurance - Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the Contract the following types of insurance with minimum limits as shown:
 - a. Worker's Compensation - A program of Workers' Compensation insurance or a State-approved Self Insurance Program in amount or form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this Contract.

If Contractor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

- b. Comprehensive General and Automobile Liability Insurance - This coverage to include contractual coverage and automobile liability coverage of owned, hired and non-

owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).

3. Additional Named Insured – All policies, except for Workers' Compensation, shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.
 4. Waiver of Subrogation Rights – Contractor shall require the carriers of the above-required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors.
 5. Policies Primary and Non-Contributory - All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
 6. Proof of Coverage - Contractor shall immediately furnish certificates of insurance to the County Department administering the Contract evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Contract, the Contractor shall furnish certified copies of the policies and all endorsements.
 7. Insurance Review - The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.
 8. Any such reduction or waiver for the entire term of the Contract and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.
- U. Contractor shall comply with all applicable laws, statutes, ordinances, administrative orders, rules or regulations relating to its duties, obligations and performance under the terms of the Contract and shall procure all licenses and pay all fees and other charges required thereby. Contractor shall maintain all required licenses during the term of this Contract. Failure to comply with the provisions of this section may result in immediate termination of this Contract.
- V. Contractor shall comply with all applicable local health and safety clearances, including fire clearances, for each site where services are provided under the terms of this Contract.
- W. Contractor agrees to and shall comply with the County's Equal Employment Opportunity Program and Civil Rights Compliance requirements:

1. Equal Employment Opportunity Program: The Contractor agrees to comply with the provisions of the Equal Employment Opportunity Program of the County of San Bernardino and rules and regulations adopted pursuant thereto: Executive Order 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964 (and Division 21 of the California Department of Social Services Manual of Policies and Procedures and California Welfare and Institutions Code, Section 10000), the California Fair Employment and Housing Act, and other applicable Federal, State, and County laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

The Contractor shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, color, national origin or ancestry, religion, sex, marital status, age, political affiliation or disability. Information on the above rules and regulations may be obtained from County HS Contracts Unit.

2. Civil Rights Compliance: The Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by State regulation. These policies must be developed into a Civil Rights Plan, which is to be on file with County HS Contracts Unit within 30 days of awarding of the Contract. The Plan must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, complaints of discrimination, compliance review, and duties of the Civil Rights Liaison. Upon request, HS shall supply a sample of the Plan format. The Contractor shall be monitored by HS for compliance with provisions of its Civil Rights Plan.
3. Contractor shall complete and submit Assurance of Compliance (Attachment D) in accordance with its instructions.

X. Contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA).

Y. Contractor shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 20, Division 2, California Code of Regulations).

Z. If the amount available to Contractor under the Contract exceeds \$100,000, Contractor shall comply with all applicable orders or requirements issued under the following laws:

- a. Clean Air Act (42 USC 7606)
- b. Section 508 of the Clean Water Act (33 USC 1368)
- c. Federal Water Pollution Control Act, as amended (33 USC 1251 et seq.)
- d. Environmental Protection Agency Regulations (40 CFR, Part 32 and Executive Order 11738)

AA. Contractor shall use recycled and recyclable products, whenever practicable, in fulfilling the terms of this Contract. Recycled printed products shall include a symbol identifying the recycled material.

BB. Contractor understands and agrees that any and all legal fees or costs associated with lawsuits concerning this Contract against the County shall be the Contractor's sole expense and shall not be charged as a cost under this Contract. In the event of any Contract dispute hereunder, each Party to this Contract shall bear its own attorney's fees and costs regardless of who prevails in the outcome of the dispute.

CC. Contractor shall complete and submit Information Sheet (Attachment F) in accordance with its instructions.

DD. Contractor agrees any books, reports, pamphlets, papers, articles, or other materials published or transferred, including newspaper reports, based on activities funded by this Contract, must:

1. Carry an acknowledgement of funding by the San Bernardino County DAAS. The following language should be used: "These materials or products are the result of a project funded in part or in whole by the County of San Bernardino Department of Aging and Adult Services through the Older Americans Act, as amended," and
2. Give the name of the entity, the address, and telephone number at which the supporting data is available; and
3. Include a statement that the conclusions and opinions expressed may not be those of the State, the County, and/or DAAS and that the publication may not be based upon or inclusive of all raw data.

EE. Contractor agrees to and shall comply with the following American Recovery and Reinvestment Act funding requirements:

1. Use of ARRA Funds and Requirements: This Contract is funded in whole with funds provided by the American Recovery and Reinvestment Act of 2009 ("ARRA"), signed into law on February 17, 2009. Section 1605 of ARRA prohibits the use of recovery funds for a project for the construction, alteration, maintenance or repair of a public building or public work (both as defined in 2 CFR 176.140) unless all of the iron, steel and manufactured goods (as defined in 2 CFR 176.140) used in the project are produced in the United States. A waiver is available under three limited circumstances: (i) Iron, steel or relevant manufactured goods are not produced in the United States in sufficient and reasonable quantities and of a satisfactory quality; (ii) Inclusion of iron, steel or manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent; or (iii) Applying the domestic preference would be inconsistent with the public interest. This is referred to as the "Buy American" requirement. Request for a waiver must be made to the County for an appropriate determination.

Section 1606 of ARRA requires that laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 31). This is referred to as the "wage rate" requirement.

The above described provisions constitute notice under ARRA of the Buy American and wage rate requirements. Contractor must contact the County contact if it has any questions regarding the applicability or implementation of the ARRA Buy American and wage rate requirements. Contractor will also be required to provide detailed information regarding compliance with the Buy American requirements, expenditure of funds and wages paid to employees so that the County may fulfill any reporting requirements it has under ARRA. The information may be required as frequently as monthly or quarterly. Contractor agrees to fully cooperate in providing information or documents as requested by the County pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

Contractor may also be required to register in the Central Contractor Registration (CCR) database at <http://www.ccr.gov> and may be required to have its subcontractors also register in the same database. Contractor must contact the County with any questions regarding registration requirements.

2. Schedule of Expenditure of Federal Awards: In addition to the requirements described in "Use of ARRA Funds and Requirements," proper accounting and reporting of ARRA expenditures in single audits is required. Contractor agrees to separately identify the expenditures for each grant award funded under ARRA on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by the Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Nonprofit Organizations." This identification on the SEFA and SF-SAC shall include the Federal award number, the Catalog of Federal Domestic Assistance (CFDA) number, and amount such that separate accountability and disclosure is provided for ARRA funds by Federal award number consistent with the recipient reports required by ARRA Section 1512 (c).

In addition, Contractor agrees to separately identify to each subcontractor and document at the time of sub-contract and at the time of disbursement of funds, the Federal award number, any special CFDA number assigned for ARRA purposes, and amount of ARRA funds.

Contractor may be required to provide detailed information regarding expenditures so that the County may fulfill any reporting requirements under ARRA described in this section. The information may be required as frequently as monthly or quarterly. Contractor agrees to fully cooperate in providing information or documents as requested by the County pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

IV. COUNTY RESPONSIBILITIES

- A. The County agrees to monitor and evaluate the performance of the Contractor in meeting the terms of the Contract and the quality and effectiveness of services provided based on the criteria as determined by the County.
- B. The County is to provide consultation and technical assistance in monitoring the terms of this Contract.
- C. The County agrees to compensate Contractor for approved expenses in accordance with Section V of this Contract.

V. FISCAL PROVISIONS

- A. The maximum amount funds available under this Contract shall not exceed \$76,387, of which \$76,387 may be federally funded, and shall be subject to availability of funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services and expenses incurred in the performance hereof, including travel and per diem.
- B. Contractor shall be compensated on a cost reimbursement basis as established in Budget Summary (Attachment B).
- C. Contractor will provide a completed Expenditure Report/Request for Reimbursement form to DAAS by the 20th working day of the month following the month of service, to the address below:

DAAS Administration
Attn: Nutrition Staff Analyst
686 East Mill Street

The County shall pay the Contractor for the authorized services of the previous month. Under normal conditions, Contractor shall expect payment approximately 30 days after submission of a correctly prepared invoice.

- D. County shall not approve any request for payment of funds until Contractor has properly filed completed reports as required under this Contract. If Contractor is not in compliance with any provision of this Contract, DAAS may withhold payment of any invoice submitted to DAAS by Contractor until such time as suitable documentation is submitted to DAAS and/or Contractor is deemed to be in compliance by DAAS.
- E. Contractor shall expend all funds received hereunder in accordance with this Contract.
- F. Contractor shall ensure that all expenditures are supported by properly executed payroll, time records, invoices, contracts, vouchers, orders and any other accounting documents pertaining in whole or in part to this Contract. Such documents shall be clearly identified and readily accessible to DAAS staff, as may be required.
- G. DAAS reserves the right to refuse payment to the Contractor or later disallow costs for any expenditure determined by DAAS and/or CDA not to be in compliance with this Contract, or inappropriate to such activities, or for which there is inadequate supporting documentation presented, or for which prior approval is required but not granted.
- H. Contractor shall return to DAAS, immediately upon written demand, any funds provided under this Contract which are not payable for goods or services delivered prior to the termination, cancellation, or expiration of this Contract, or the dissolution of the entity.
- I. Contractor must return any unspent funds with submittal of revised year-end Financial Closeout Report, based on independent audit.
- J. Contractor shall maintain accounting records to account for the funds received under the terms and conditions of this Contract separate from any other funds administered by the Contractor. Contractor shall maintain records in accordance with generally accepted accounting principles.
- K. Costs for services under the terms of this Contract shall be incurred during the Contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.
- L. Contractor is encouraged to seek contributions/donations from the elderly participating in the program. The program income goal for contributions/donations should be twenty-five percent (25%) or more of the total expenditures identified in the attached budget display.
- M. General program income shall be used to increase the number of elderly served by a project, to facilitate access to such meals, and to provide supportive services directly related to nutrition as defined in the Work Plan/Scope of Work (Attachment A). General program income shall be used within the program in which it was earned.
- N. Deferred Income

Program income not utilized for current year expenditures in excess of the budgeted program income amount shall be identified as "deferred income". This income will be expended by September 30th of the following fiscal year. In addition, this income must be identified on page 6 of the year-end Financial Closeout Report and then carried forward as a budget item in the new

fiscal/contract year. Use of the deferred income must be reported in the Expenditure Report/Request for Reimbursement reports as spent, by September 30 of the following fiscal year.

When the amount of the deferred income is determined through the audit, Contractor shall revise the deferred income figure, previously reported, by adjusting the following month's expense report claim for reimbursement and shall submit a new budget reflecting the revisions.

Deferred income will be used for general program expenditures, to increase the number of elderly served by the Nutrition Program, and to provide supportive services directly related to nutrition. Deferred income will be used within the program (i.e., congregate meal or home-delivered meal) in which it was earned.

- O. The Contractor, by signing this Contract, hereby certifies to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to 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 the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

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, 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, loan or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities" (Attachment E), in accordance with its instructions.

P. Matching Contributions

1. The Contractor shall provide in-kind matching contributions of a minimum of 15%, as specified in Attachment B-1 of this Agreement.
2. Allowable match shall be in compliance with the following requirements:
 - a. Matching in-kind contributions must be for allowable costs as determined by CDA PM. Allowable costs include but are not limited to rent, utilities, supplies, and volunteers.
 - b. To qualify as a matching in-kind contribution, indirect or Contractor allocated overhead expenses must be supported by a documented cost allocation plan.
 - c. Matching means the value of third-party in-kind contributions and that portion of program and administrative costs funded (cash or in-kind) by the Contractor, subcontractor, or other local resources.
 - d. Third party in-kind contributions are property or services provided which benefits a contract-supported project or program and which are contributed by non-federal third parties without charge to the Contractor or subcontractor.
 - e. Third party in-kind contributions count towards satisfying a matching requirement only where the payments would be otherwise allowable costs if the party receiving the contributions were to pay for the costs.

- f. Third party in-kind contributions must be necessary for the proper and efficient accomplishment of Nutrition Stimulus administration and program activities.
- g. Costs incurred by the Contractor or subcontractor must be verifiable from the records of the Contractor or subcontractor.
- h. Costs must be allowable as outlined in Office of Management and Budget (OMB) circulars and may be cash or in-kind contributions.
- i. Other local resources include cash donations (not including program income) and cash generated from fundraising activities.
- j. Contractor shall provide a Budget In-Kind Narrative statement (Attachment B-2) to DAAS identifying the type, rates applied and, if applicable, source/location of in-kind to be used as match for the period of the Contract. The identified in-kind match shall be reported monthly on the monthly expense reports.
 - 1) Services of volunteers shall be valued at rates consistent with those ordinarily paid for similar work by the Contractor. If the Contractor does not have similar work, the rate shall be consistent with those in the labor market. In either case, a reasonable amount of employee benefits may be included.
 - 2) All other in-kind contributions shall be valued at current market value.

Q. Budget and Budget Revisions

- 1. The Contractor shall be reimbursed for expenses only as itemized in the budget approved by DAAS and supported by the completed Budget Line Items for FY 2009-2010 ARRA, Budget In-Kind Narrative and a Schedule of Personnel.
- 2. The budget must set forth in detail the reimbursable items, unit rates, and extended total amounts for each line item. The Contractor's budget shall include, at a minimum, the following items when reimbursable under this Contract:
 - a. Direct and overhead costs;
 - b. Rental reimbursement items should specify the unit rate, such as the rate per square foot;
- 3. Budget and budget revisions shall adhere to any other provisions contained in the CDA PM.
- 4. The County Board of Supervisors delegates the authority to the Director of DAAS to make budget revisions provided the revisions do not result in the amount of the Contract exceeding the previously Board approved amount. Contractor shall submit in writing any request for budget changes, including line item changes, to the Director of DAAS.

R. Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Contractor shall not use current year funds to pay prior or future year obligations.

S. Funds made available under this Contract shall not supplant any federal, State or any governmental funds intended for services of the same nature as this Contract. Contractor shall not claim reimbursement or payment from County for, or apply sums received from County with respect

to that portion of its obligations that have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.

- T. County is not liable for the payment of any taxes, other than applicable sales or use tax, resulting from this Contract however designated, levied or imposed, unless County would otherwise be liable for the payment of such taxes in the course of its normal business operations.

VI. RIGHT TO MONITOR AND AUDIT

- A. County shall have the absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract.
- B. County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Full cooperation shall be given by Contractor in any auditing or monitoring conducted.
- C. Contractor shall cooperate with County in the implementation, monitoring and evaluation of this Contract and comply with any and all reporting requirements established by this Contract.
- D. All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by County, Federal and State representatives for a period of three years after final payment under the Contract or until all pending County, State and Federal audits are completed, whichever is later. Records of the Contractor which do not pertain to the services under this Contract may be subject to review or audit unless provided in this or another Contract. Technical program data shall be retained locally and made available upon the County's reasonable advance written notice or turned over to County. If said records are not made available at the scheduled monitoring visit, Contractor may, at County's option, be required to reimburse County for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed \$50 per hour (including travel time) and be deducted from the following month's claim for reimbursement.
- E. Contractor shall provide all reasonable facilities and assistance for the safety and convenience of County's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.
- F. Upon County request, Contractor shall hire a licensed Certified Public Accountant, approved by the County, who shall prepare and file with County, within 60 days after the termination of the Contract, a certified fiscal audit of related expenditures during the term of the Contract and a program compliance audit.
- G. Contractor agrees that County and CDA, or their designated representatives shall, at all times, have the right to review and to copy any records and supporting documentation pertaining to the performance of contracted services. 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 CDA and DHS to audit records and interview staff in any subcontract related to performance of contracted services. (GC 8546.7, PCC 10115 et seq., CCR Title 2, Section 1896).
- H. Audit

1. Pursuant to OMB Circular A-133, Contractors expending \$500,000 or more in federal funds within the Contractor's fiscal year must have a single audit performed. A copy of the audit performed in accordance with OMB Circular A-133 shall be submitted to:

Department of Aging and Adult Services
686 East Mill Street
San Bernardino, CA 92415-0640

Contractors expending less than \$500,000 in total federal funds are exempt from federal audit requirements but records must be available for review.

2. The funding source (Federal Grantor) for the following programs is the U.S. Department of Health and Human Services.

93.705	Home-Delivered Meals ARRA
93.707	Congregate Meals ARRA

3. Single audit reports must meet OMB Circular A-133 requirements and must be:

- a. Performed timely – The audit is required to be completed not later than 9 months after the end of the subcontractor's fiscal year. The audit report is due to DAAS not later than 30 days after the completion of the audit.
- b. Properly procured – Use OMB Circular A-110 procurement standards and provide maximum opportunities to small and minority audit firms.
- c. Performed in accordance with Government Auditing Standards – The audit shall be performed by an independent auditor and be organization-wide.
- d. All inclusive – The audit includes an audit of the financial statements; an assessment of internal controls, including tests of transactions; and a determination of compliance with laws and regulations of all major federal programs and selected non-major program transactions.

Audits shall be performed in accordance with requirements applicable to this program as identified in OMB Circular A-133 Compliance Supplement. The County shall have access to all audit reports and supporting work papers, and the County has the option to perform additional work, as needed.

All audits shall consider the programs identified in Section VI, Paragraph H, Item 2 as a cluster for purposes of determining major programs or whether a program specific audit may be elected.

4. To ensure that OMB Circular A-133 requirements are met, the audit report shall consist of the following parts:
 - a. A report on the financial statements, a schedule of federal awards, which must report in-kind match, along with the auditor's opinion on the financial statements;
 - b. A report on the entity-wide internal control systems based on the auditor's understanding of the internal control structure and the assessment of control risk (made as part of a financial statement audit); a report on internal controls (accounting and administrative) designed to provide reasonable assurance of

compliance with laws and regulations applicable to federal assistance or federal awards, including tests of transactions (including program income and expenditures);

- c. A report on compliance with laws and regulations that may be material to financial statements; an opinion on compliance with laws and regulations applicable to each major federal program and a statement of positive assurance of those items that were tested (including program income) for compliance and negative assurance for those items not listed. These requirements may be met by the following:
 - 1) A report on compliance with general requirements applicable to federal programs drawn from the relevant OMB Compliance Supplement;
 - 2) An opinion on compliance with specific requirements applicable to each major program. The opinion should specify whether information contained in federal financial reports is supported by books and records and amounts claimed and used for matching meet applicable cost principles.
 - d. A report on fraud, abuse, illegal acts or indications of such act, if necessary;
 - e. A schedule of reportable conditions (including material weaknesses) for internal control findings and a schedule of findings and questioned costs for compliance findings (if not included in the internal control or compliance reports); a management letter; separate communication of nonmaterial findings relative to federal programs.
5. Contractor shall include in all contracts with auditors selected to perform audits that include monies awarded through this Contract, language clearly stating the auditors will comply with all applicable audit requirements, and permit access by the County and State to the work papers of the independent auditor.
 6. Audits to be performed shall be minimally financial and program compliance audits, and may include economy and efficiency and/or program results audits.
 7. Unless prohibited by law, the cost of audits made in accordance with provisions of the Single Audit Act Amendments of 1996, are allowable charges to federal awards. The costs may be considered a direct cost or an allocated indirect cost, as determined in accordance with provisions of applicable OMB cost principle circulars. Contractor may not charge to federal awards the cost of any audit under the Single Audit Act Amendments of 1996, not conducted in accordance with the Act.
 8. Contractor shall notify DAAS of the time and location of scheduled entrance and exit conferences with independent auditors so that appropriate County staff may participate.
 9. The auditor of record, hired by the Contractor, shall prepare and file with the County, a draft copy of the independent audit within 90 days after termination of this Contract and prior to the exit conference. Within 120 days after the termination or expiration of this Contract, the final independent audit report of related expenditures during the term of this Contract, shall also be filed with the County.
 10. Contractor shall assist and comply with audit resolution requirements as required by DAAS, including submitting to DAAS at the exit conference a corrective action plan for any findings or recommendations, identified in the draft audit.

11. Contractor must take appropriate action to correct instances of non-compliance with federal laws and regulations within six (6) months after DAAS has received the audit report.

VII. CORRECTION OF PERFORMANCE DEFICIENCIES AND APPEAL PROCEDURES

- A. Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.
- B. In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 1. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at sole discretion of County; and/or
 2. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
 3. Withhold funds pending duration of the breach; and/or
 4. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed; and/or
 5. Terminate this Contract immediately and be relieved of the payment of any consideration to Contractor. In event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.
- C. The Contractor agrees that any remedy provided in this Contract is in addition to and not in derogation of any other legal or equitable remedy available to the County as a result of breach of this Contract by the Contractor, whether such breach occurs before or after the termination of the Contract.
- D. Appeal Procedures

If Contractor disagrees with any decision or action taken by the County or DAAS related to this Contract, Contractor may choose to file a formal grievance by following the procedures below:

1. The Contractor shall file a formal written grievance with the DAAS Deputy Director of Administrative Services ("DAAS Deputy Director") within fifteen (15) business days after the Contractor is aware of the factors or conditions precipitating the contract dispute. The written grievance shall set forth the subject of the grievance, identify the specific clause in dispute and shall provide a detailed statement of the grievance, including dates, names, places, and the specific remedy or action requested. The filing address is 686 East Mill Street, San Bernardino, California, 92415-0640. The DAAS Deputy Director shall provide a written response to Contractor within fifteen (15) business days of receipt of the grievance.
2. If Contractor is not satisfied with the DAAS Deputy Director's response, Contractor may file a written grievance appeal, which shall include a statement by the Contractor as to why the DAAS Deputy Director's response is not satisfactory, to the Director of DAAS within fifteen (15) business days of receipt of the DAAS Deputy Director's response. The filing address is 686 East Mill Street, San Bernardino, California, 92415-0640. The Director of DAAS shall provide a written response to Contractor within fifteen (15) business days. The Director of DAAS shall have final authority for the decision on the grievance except as provided below.

3. If Contractor is not satisfied with the DAAS Director's response, Contractor may file a written grievance appeal, which shall include a statement by the Contractor as to why the DAAS Director's response is not satisfactory, to the Assistant County Administrator (ACA) of the Human Services within fifteen (15) business days of receipt of the DAAS Director's response. The filing address is 385 North Arrowhead Avenue, Fifth Floor, San Bernardino, California, 92415-0128. The Assistant County Administrator shall provide a written response to Contractor within fifteen (15) business days. The Assistant County Administrator shall have final authority for the decision on the grievance except as provided below.
4. For those appeals which involve CDA programmatic policies and directives issued to the County and contained within this Contract, the following applies. If Contractor is not satisfied with the ACA's decision, the written grievance may be registered in writing with the CDA, Case Management Branch, 1300 National Drive, Suite 200, Sacramento, California, 95834, within fifteen (15) business days following receipt of the Director of DAAS' decision. Contractor shall submit to CDA the original written grievance along with a copy of the DAAS Deputy Director's written response, the Contractor's appeal to the Director of DAAS, the Director of DAAS' decision, the Contractor's appeal to the Assistant County Administrator, and the Assistant County Administrators' decision. CDA shall have final authority for the decision on the grievance.

VIII. TERM

This Contract is effective as of November 1, 2009, and expires June 30, 2010, but may be terminated earlier in accordance with provisions of Section IX of the Contract.

IX. EARLY TERMINATION

- A. The County may terminate the Contract immediately in the event that funds are not available to the County pursuant to Section V, Paragraph A of this Contract and/or under the provisions of Section VII, Paragraph A, Item 5 of this Contract. In addition, the Contract may be terminated without cause by the County by serving a written notice to the Contractor thirty (30) days in advance of termination. The Assistant County Administrator – Human Services is authorized to exercise the County's rights with respect to any termination of this Contract.
- B. Contractor shall only be reimbursed for costs and uncancelable obligations incurred prior to the date of termination. Contractor shall not be reimbursed for costs incurred after the date of termination. Any remaining balance of an advance payment is immediately due and payable to the County.

X. GENERAL PROVISIONS

- A. When notices are required to be given pursuant to this Contract, the notices shall be in writing and mailed to the following respective addresses listed below.

Contractor: City of Montclair
5111 Benito Street
Montclair, CA 91763

County: County of San Bernardino
Human Services
Attn: Contracts Unit
150 S. Lena Road
San Bernardino, CA 92415-0515

- B. Nothing contained in this Contract shall be construed as creating a joint venture, partnership or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto.
- C. Contractor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a Contract has been awarded.

Contractor shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

- D. The State and County shall have all ownership rights in software or modifications thereof and associated documentation designed, developed or installed with Federal financial participation. The Federal Government (DHHS and FCS) reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use for Federal Government purposes, such software modification, and documentation. Proprietary software packages that are sold or leased to the general public are not subject to the ownership provisions.
- E. County shall have Power of Attorney to pay delinquent debts and unpaid wages for work provided under this Contract from accounts payable to Contractor in the event debts and wages have not been paid on a current basis.
- F. No waiver of any of the provisions of the Contract shall be effective unless it is made in a writing which refers to provisions so waived and which is executed by the Parties. No course of dealing and no delay or failure of a Party in exercising any right under the Contract shall affect any other or future exercise of that right or any exercise of any other right. A Party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.
- G. Any alterations, variations, modifications, or waivers of provisions of the Contract, unless specifically allowed in the Contract, shall be valid only when they have been reduced to writing, duly signed and approved by the Authorized Representatives of both parties as an amendment to this Contract. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.
- H. If any provision of the Contract is held by a court of competent jurisdiction to be unenforceable or contrary to law, it shall be modified where practicable to the extent necessary so as to be enforceable (giving effect to the intention of the Parties) and the remaining provisions of the Contract shall not be affected.
- I. This Contract shall be governed by and construed in all aspects in accordance with the laws of the State of California without regard to principles of conflicts of laws. The Parties agree to the exclusive jurisdiction of the federal court located in the County of Riverside and the State court located in the

County of San Bernardino, for any and all disputes arising under this Contract, to the exclusion of all other federal and State courts.

XI. CONCLUSION

- A. This Contract, consisting of 28 pages and Attachments A through H, is the full and complete document describing services to be rendered by Contractor to County including all covenants, conditions and benefits.
- B. The signatures of the Parties affixed to this Contract affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.

C. **IN WITNESS WHEREOF**, the Board of Supervisors of the County of San Bernardino has caused this Contract to be subscribed to by the Clerk thereof, and Contractor has caused this Contract to be subscribed in its behalf by its duly authorized officers, the day, month and year written.

COUNTY OF SAN BERNARDINO

By _____
 Gary C. Ovitt, Chairman, Board of Supervisors

Dated _____

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Laura H. Welch
 Clerk of the Board of Supervisors
 of the County of San Bernardino.

By _____
 Deputy

City of Montclair

(Print or type name of corporation, company, contractor, etc.)

By _____
 (Authorized signature - sign in blue ink)

Name Paul M. Eaton
 (Print or type name of person signing contract)

Title Mayor
 (Print or Type)

Dated _____

Address 5111 Benito Street
 Montclair, CA 91763

Approved as to Legal Form	Reviewed by Contract Compliance	Presented to BOS for Signature
By _____ Jacqueline Carey-Wilson, Deputy County Counsel	By _____ Lory Klopfer HS Contracts Unit	By _____ Colleen Krygier, Director
Date _____	Date _____	Date _____

American Recovery and Reinvestment Act of 2009 (ARRA)

SCOPE OF WORK

FY 2009-2010

Provider: City of Montclair

Program Outcomes:

Program	# Of Meals to be Served:	Sites/Areas to be Served:
C-1 (Congregate Meals)	13,813	Montclair
C-2 (Home Delivered Meals)		

Definitions:

- a. **American Recovery and Reinvestment Act of 2009 (ARRA)** means the law enacted by Congress and signed into law on February 17, 2009 that contains funding for a variety of programs that support Americans during challenging economic times. The law includes funding to support the Titles IIIC Elderly Nutrition Program services including nutritious meals, nutrition education and other appropriate nutrition services for older Americans in order to maintain health, independence and quality of life.
- b. **Nutrition Stimulus Funds** means the ARRA funds awarded to DAAS to help older Californians maintain their health and independence by maintaining or increasing Title IIIC meals to older individuals.
- c. **Title III C-1 (Congregate Nutrition Services)** means nutrition services for older individuals in a congregate setting. Services include meals, nutrition and health promotion education, health promotion programs, nutrition risk screening, and opportunities for socialization. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the current Dietary Guidelines for American, 2005.
- d. **Title III C-2 (Home Delivered Nutrition Services)** means nutrition services provided to homebound older individuals including meals, nutrition and health promotion education, and nutrition risk screening. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the current Dietary Guidelines for American, 2005.

Scope of Work:

- a. The Provider shall follow all guidelines in Attachment A of Contract # 07-480 A-4.
- b. The Provider shall perform the following for the Nutrition Stimulus funded program:
 - i. Provider shall make every effort to increase the number of meals served over prior fiscal year. The Nutrition Stimulus funds are intended to increase or maintain the number of congregate and home-delivered meals provided to older adults.
 - ii. Implement the statutory provisions of the Title III C-1 and C-2 Programs (OAA, Section 330-339) in accordance with State and federal laws and regulations for this program.
 - iii. Maintain a nutrition program pursuant to Title 22 CCR, Sections 7630 through 7638.13, and ensure all applicable provisions required within this Agreement are included in the subcontract(s).
 - iv. This contract shall promote and maintain high standards of food safety and sanitation as required by the California Retail Food Code (CRFC).
 - v. Enter into contracts with subcontractors which requires them to provide services pursuant to Title 22 CCR, Sections 7352 through 7364, and ensure all applicable provisions required within this Agreement are included in the subcontracts.
 - vi. Provider shall ensure that all budgeted funds are expended by the end of the contract period.
 - vii. Maintain Nutrition Stimulus reporting data in addition to and separate from Title III C reporting data.

Funds:

- a. Expenditure of Funds:
 - i. The Provider shall expend all funds received hereunder in accordance with this Agreement.
- b. Accountability of Funds:
 - i. The Provider shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Provider,

and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures and the Office of Management and Budget's Cost Principles.

c. Matching Contributions:

- i. The required program matching contributions for Title C Nutrition Stimulus funds is 15 percent (15 %).

City of Montclair
BUDGET LINE ITEMS FOR NUTRITION SERVICES/ARRA FUND
Fiscal Year 09/10

CONGREGATE SITES C-1 HOME DELIVERED MEALS C-2

		a	b	c=a+b
		Cost to Provider for the year		
Expenditure Category:		ARRA Charges	In-Kind/Matching	Annual Expense
1	Personnel		11,851	11,851
2	Staff Travel			
3	Staff Training			
4	Consultants			
5	Food Cost	73,814		73,814
6	Consumable Supplies	2,573		2,573
7	Insurance			
8	Repair & Maintenance			
9	Rent/Building Maintenance			
10	Utilities			
11	Vehicle Operations			
12	Volunteer Expenses			
13	Other Expenses			
14	Nutrition Education			
Total Expenditures		76,387	11,851	88,238

Funding Sources:			
Contract Revenue			76,387
Program Income			
Matching Funds - Cash			11,851
Matching Funds - In-Kind			
Total Revenue sources			88,238

NOTE: THE MATCHING FUNDS MUST BE AT LEAST 15% OF THE ARRA FUND.

City of Montclair Budget In-Kind Narrative ARRA Fund

Provide information regarding specific in-kind to be used as match. Include site location, if applicable, descriptions, rates and other relevant information. The Total should equal the amount of in-kind reported as match on your budget summary.

Description*		Site/Location	Rate	Total In-Kind Match
Assistant Director of Human Services (Marcia Richter)	Personnel	City of Montclair / 5111 Benito St Montclair, CA 91763	.05FTE @ \$83,200/yr	\$4,160
Resource Analyst (Miguel Garcia)	Personnel	City of Montclair / 5111 Benito St Montclair, CA 91763	.15FTE@ \$51,275/yr	\$7,691
Total				\$11,851

*(Identify type of in-kind: rent, volunteer services, etc.)

DATE OF SUBMISSION _____ 09/17/09 _____

PROVIDER NAME _____ City of Montclair _____

**CLIENT COMPLAINT AND GRIEVANCE PROCEDURES
Older Americans Act Programs**

CONTRACTOR: CITY OF MONTCLAIR

(Instructions: The service recipient is to read, sign, and receive a copy of this form. The original of the form is to be filed in the service recipient's case file maintained by contractor. The reverse side of this form may be used to file a complaint or grievance with the contractor/service provider.)

If you believe you have been discriminated against, or that there has been a violation of any laws or regulations, or if you have a problem regarding services received, you have the right to file a grievance.

The following procedures are to be followed when filing a grievance:

1. Identify the complaint/grievance in writing and discuss it with the contractor/service provider.

Time frame: Within 1 week of discrimination/violation/problem.

If resolved at this level, no further action is required. If no resolution is apparent within 15 business days, proceed with Step 2.

2. Forward the written complaint/grievance to the **Deputy Director of Administration** at the following address:

Department of Aging and Adult Services
686 East Mill Street
San Bernardino, CA 92415-0640
ATTN: **Deputy Director**

Time frame: Within 1 week of Step 1.

If resolved at this level, no further action is required. If no resolution is apparent within 15 business days, proceed with Step 3.

3. If no solution is apparent after Steps 1-2 have been exhausted, forward copy of written grievance to:

Human Services Group, Contract Administrator
150 S. Lena Road
San Bernardino, CA 92415-0515

You will be contacted within 15 business days of any actions being taken.
Please note: Each of these steps must be completed in the sequence shown.

If you believe that your civil rights have been violated, please contact:

Deputy Director, Administration
Department of Aging and Adult Services
686 East Mill Street
San Bernardino, CA 92415-0640

GRIEVANCE PROCEDURE CERTIFICATION

This is to certify that I have read, understood, and received a copy of the Client Complaint and Grievance Procedures for Older Americans Act Programs.

Signature of Service Recipient

Date

GRIEVANCE NOTICE

Your Name:
Date of Occurrence:
Approximate Time of Occurrence:
Name of Service Provider:
Address of Service Provider:
Nature of Grievance:
Resolution:

Resolved by: _____
Signature

Date

Signature of Service Recipient

Date

ASSURANCE OF COMPLIANCE

**ASSURANCE OF COMPLIANCE WITH ALL APPLICABLE LAWS
RELATING TO
NONDISCRIMINATION IN STATE AND FEDERALLY ASSISTED PROGRAMS**

**CITY OF MONTCLAIR
CONTRACTOR**

HEREBY AGREES THAT it will comply with Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Food Stamp Act of 1977- Section 272.6, The Americans with Disabilities Act of 1990, Government Code (GC) Section 11135 and California Code of Regulations (CCR) Title 22 Section 98000-98413, Title 24 of the California Code of Regulations, Section 3105A(e) and other applicable federal and state laws, as well as their implementing regulations (including 45 CFR, Parts 80, 84, and 91, 7 CFR Part 15, and 28 CFR Part 42), by ensuring that employment practices and the administration of public assistance and social services programs are nondiscriminatory, to the effect that no person shall because of race, color, national origin, political affiliation, religion, marital status, sex, age or disability be excluded from participation in or be denied the benefits of, or be otherwise subject to discrimination under any program or activity receiving federal or state assistance; and HEREBY GIVES ASSURANCE THAT, it will immediately take any measures necessary to effectuate this agreement.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all federal and state assistance; and THE AGENCY HEREBY GIVES ASSURANCE THAT administrative methods/procedures which have the effect of subjecting individuals to discrimination will be prohibited.

BY ACCEPTING THIS ASSURANCE, the agency agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the aforementioned laws and regulations and permit authorized County, state and/or federal government personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance. If there are any violations of this assurance, County shall have the right to invoke fiscal sanctions or other legal remedies in accordance with Welfare and Institutions Code Section 10605, or Government Code Section 11135-39, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this assurance.

THIS ASSURANCE is binding on the agency directly or through contract, license, or other provider services, as long as it receives federal or state assistance; and shall be submitted annually with the required Civil Rights Plan Update.

DATE

SIGNATURE

City of Montclair
ORGANIZATION

5111 Benito Street, Montclair, CA 91763
ADDRESS

DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

0348-0046

(See reverse for public burden disclosure.)

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract</p> <p><input type="checkbox"/> b. grant</p> <p><input type="checkbox"/> c. cooperative agreement</p> <p><input type="checkbox"/> d. loan</p> <p><input type="checkbox"/> e. loan guarantee</p> <p><input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application</p> <p><input type="checkbox"/> b. initial award</p> <p><input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing</p> <p><input type="checkbox"/> b. material change</p> <p>For Material Change Only: year _____ quarter _____ date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee</p> <p style="text-align: center;">Tier _____, if known:</p> <p>Congressional District, if known: _____</p>	<p>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known: _____</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$ _____</p>	
<p>10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</p>	<p>b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI)</p>	
<p><i>(attach Continuation Sheet(s) SF-LLLA, if necessary)</i></p>		
<p>11. Amount of Payment (check all that apply):</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply):</p> <p><input type="checkbox"/> a. retainer</p> <p><input type="checkbox"/> b. one-time fee</p> <p><input type="checkbox"/> c. commission</p> <p><input type="checkbox"/> d. contingent fee</p> <p><input type="checkbox"/> e. deferred</p> <p><input type="checkbox"/> f. other; specify: _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash</p> <p><input type="checkbox"/> b. in-kind; specify: nature _____ value _____</p>		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:</p> <p style="text-align: center;"><i>(attach Continuation Sheet(s) SF-LLLA, if necessary)</i></p>		
<p>15. Continuation Sheet(s) SF-LLLA attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>	
<p>Federal Use Only:</p>		

Authorized for Local Reproduction
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. Use the SF-LLLA Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity 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. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLLA Continuation Sheet(s) is attached.
16. 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 30 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.

INFORMATION SHEET (one Information Sheet per Vendor)

CONTRACTOR SHALL COMPLETE SECTION I OF THIS FORM AND RETURN TO:

SAN BERNARDINO COUNTY
 Department of Aging and Adult Services
 Attn: CONTRACTS

SECTION I: CONTRACTOR INFORMATION			
Contractor Name:			
Address (including City, State and Zip Code):			Phone:
Web Site:	Email:	Fax:	
Site Name for Services (if Different from Contractor):			
Address (including City, State and Zip Code):			Phone:
Web Site:	Email:	Fax:	
Clinic Contact:		Title:	
Contract Signature Authority:			
Name:		Name:	
Title:		Title:	
Signature:		Signature:	
Phone #: ()	E-Mail:	Phone #: ()	E-Mail:
Claim Signature Authority:			
Name:		Name:	
Title:		Title:	
Signature:		Signature:	
Phone #: ()	E-Mail:	Phone #: ()	E-Mail:
SECTION II: DAAS INFORMATION			
Contract Mailing Address:		Contracts Unit:	
San Bernardino County Department of Aging and Adult Services Contracts Unit 686 E. Mill Street San Bernardino, CA 92415-0920		<i>Unit Fax #: 909-891-9150</i>	

ATTACHMENT G

DEPARTMENT OF AGING
CONTRACTOR/VENDOR CONFIDENTIALITY STATEMENT
 CDA 1024 (REV 1/07)

CERTIFICATION

I hereby certify that I have reviewed this Confidentiality Statement and will comply with the following Statements.

CONTRACTOR/VENDOR NAME:

CONTRACT NUMBER:

AUTHORIZED SIGNATURE:

PRINTED NAME AND TITLE OF PERSON SIGNING:

In compliance with Government Code 11019.9, Civil Code 1798 Et. Seq., Management Memo 06-12 and Budget Letter 06-34 the California Department of Aging (CDA) hereby requires the Contractor/Vendor to certify that:

- confidential information shall be protected from disclosure in accordance with all applicable laws, regulations and policies.
- all access codes which allow access to confidential information will be properly safeguarded.
- activities by any individual or entity that is suspected of compromising confidential information will be reported to CDA by completing a Security Incident Report, CDA 1025.
- any wrongful access, inspection, use, or disclosure of confidential information is a crime and is prohibited under State and federal laws, including but not limited to California Penal Code Section 502; California Government Code Section 15619, California Civil Code Section 1798.53 and 1798.55, and Health Insurance Portability and Accountability Act.
- any wrongful access, inspection, use, disclosure, or modification of confidential information may result in termination of this Contract/Agreement.
- obligations to protect confidential information obtained under this Contract/Agreement will continue after termination of the Contract/Agreement with CDA.
- all employees/subcontractors of the Contractor/Vendor will complete the required Security Awareness Training module located at www.aging.ca.gov, within 30 days of the start date of this Contract/Agreement or within 30 days of the start date of any new employee or subcontractor. Contractor/Vendor may substitute CDA's Security Awareness Training program with its Security Training provided such training meets or exceeds CDA's training requirement.
- all employees/subcontractors of the Contractor/Vendor will be notified of CDA's confidentiality and data security requirements.
- CDA or its designee will be granted access by the Contractor or Vendor to any computer-based confidential information within the scope of the Contract.
- I agree to protect the following types of confidential information which include but not limited to:
 - Social Security number
 - Medical information
 - Claimant and employer information
 - Driver License information
 - Information about individuals that relate to their personal life or identifies or describes an individual
 - Other agencies' confidential and proprietary information
 - Criteria used for initiating audit selection
 - Methods agencies use to safeguard their information (computer systems, networks, server configurations, etc.)
 - Any other information that is considered proprietary, a copyright or otherwise protected by law or contract.
- I agree to protect confidential information by:
 - Accessing, inspecting, using, disclosing or modifying information only for the purpose of performing official duties
 - Never accessing, inspecting, using, disclosing, or modifying information for curiosity, personal gain, or any non-business related reason
 - Securing confidential information in approved locations
 - Never removing confidential information from the work site without authorization.

ATTACHMENT H

**CALIFORNIA DEPARTMENT OF AGING (CDA)
SECURITY INCIDENT REPORT
CDA 1025 (New 07/07)**

INCIDENT INFORMATION		
1. AGENCY/CONTRACTOR NAME:	2. AGENCY/CONTRACTOR INFORMATION SECURITY OFFICER'S NAME:	
3. AGENCY/CONTRACTOR ADDRESS:		4. AGENCY/CONTRACTOR TELEPHONE:
5. DATE/TIME OF INCIDENT: <input type="checkbox"/> UNKNOWN	6. DATE INCIDENT DETECTED: <input type="checkbox"/> UNKNOWN	7. INCIDENT REPORTED TO: <input type="checkbox"/> CALIFORNIA DEPARTMENT OF AGING <input type="checkbox"/> DISTRICT ATTORNEY <input type="checkbox"/> CA HWY PATROL <input type="checkbox"/> ATTORNEY GENERAL <input type="checkbox"/> OTHER:
8. INCIDENT LOCATION : *		
9. DESCRIPTION OF INCIDENT:		
10. MEDIA DEVICE TYPE, IF APPLICABLE:	11. WAS THE PORTABLE STORAGE DEVICE ENCRYPTED? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> UNKNOWN	
12. IF NO, EXPLAIN:		
13. DESCRIBE THE COSTS ASSOCIATED WITH RESOLVING THIS INCIDENT:		14. TOTAL ESTIMATED COST OF INCIDENT:\$
15. TYPE OF PERSONALLY IDENTIFIABLE INFORMATION (CHECK ALL THAT APPLY): <input type="checkbox"/> NO PERSONAL INFORMATION <input type="checkbox"/> SOCIAL SECURITY NUMBER <input type="checkbox"/> HEALTH OR MEDICAL INFORMATION <input type="checkbox"/> FINANCIAL ACCOUNT NUMBER <input type="checkbox"/> NAME <input type="checkbox"/> DRIVER'S LICENSE/STATE ID NUMBER <input type="checkbox"/> OTHER (SPECIFY)		
16. IS A PRIVACY DISCLOSURE NOTICE REQUIRED? <input type="checkbox"/> Yes <input type="checkbox"/> No *IF A PRIVACY DISCLOSURE NOTICE IS REQUIRED, ATTACH A SAMPLE OF THE NOTIFICATION.	17. NUMBER OF INDIVIDUALS AFFECTED:	18. DATE NOTIFICATION(S) MADE TO THE INDIVIDUAL:
19. HAVE THOSE RESPONSIBLE FOR THE INCIDENT BEEN IDENTIFIED? <input type="checkbox"/> Yes <input type="checkbox"/> No COMMENT:		
20. CORRECTIVE ACTIONS TAKEN TO PREVENT FUTURE OCCURRENCES:		
21. ESTIMATED COST OF CORRECTIVE ACTIONS: \$	22. DATE CORRECTIVE ACTIONS WILL BE FULLY IMPLEMENTED:	
SIGNATURES		
23. PRINT - AGENCY/CONTRACTOR INFORMATION SECURITY OFFICER:	SIGNATURE:	DATE:
24. PRINT - AGENCY/CONTRACTOR PRIVACY OFFICER:	SIGNATURE:	DATE:
25. PRINT - AUTHORIZED SIGNATURE/DIRECTOR:	SIGNATURE:	DATE:

ATTACHMENT H

DEPARTMENT OF AGING SECURITY INCIDENT REPORT INSTRUCTIONS

The following instructions will assist in completing the form. All questions must be completed, even when the response is a future action.

1. Agency/Contractor Name - Provide your agency, contractor, vendor, department, board, bureau or commission's full name.
2. Agency/Contractor Information Security Officer's Name - Provide your agency's Information Security Officer's Name.
3. Agency/Contractor Address - Provide your agency/contractor's address.
4. Telephone - Provide your agency/contractor's telephone number.
5. Date/Time of Incident - Provide the date/time when the incident occurred. If unknown, select the "Unknown" checkbox.
6. Date Incident Detected - Provide the date the incident was discovered.
7. Incident Reported To - Select the appropriate checkbox. If applicable, select the other checkbox and describe to whom the incident was reported.
8. Incident Location - Provide the location where the incident occurred. For example, if a laptop was stolen from an employee's home, suggested content is "Employee's Home, Roseville, CA"; or if the incident occurred at the agency's headquarters office, suggested content is "Agency's Headquarters, 123 Any Street, Sacramento, CA."
9. Description of Incident - include the following in the description:
 - When the incident occurred and how it was discovered.
 - The effect of the incident on the business and infrastructure of your agency.
 - The number of people (inside your agency and outside your agency) affected by this incident.
 - The effects, if any, of this incident on people, businesses or services outside of your agency.
 - The details of any law enforcement investigation of this incident, such as which agency investigated it, when, and the report number.
 - Any personal, confidential, or sensitive information involved/disclosed.
10. Media Device Type, If Applicable - Provide the type of media or device involved in the incident, such as paper (fax, mail, etc.) or electronic (CD, floppy drive, laptop, PDA, email, etc.).
11. Was the Portable Storage Device Encrypted? - Check the appropriate box.
12. If NO, Explain - Describe why the storage device was not encrypted.
13. Describe the Costs Associated with Resolving this Incident - Provide a cost estimate of resolving the incident. Cost should include everything necessary to resolve the incident, including hardware, software, staff time, contracting services, and any other pertinent costs that were triggered due to the incident. The estimate should also include costs associated with a disclosure notification (such as preparation, postage, call center activation, etc.).

ATTACHMENT H

14. Total Estimated Cost of Incident - **Provide the total cost associated with handling the incident as it relates only to information technology. For example, if a state vehicle was stolen with a state-issued laptop in it, do not include the cost of the state vehicle.**
15. Type of Personally Identifiable Information - **If applicable, check the appropriate type(s) of personally identifiable information that applies in this incident.**
16. Is a Privacy Disclosure Notice Required? - **Check appropriate box. Sample – If yes, attach a sample copy of the notification sent to the affected individuals. DO NOT provide a sample that includes personally identifiable information.**
17. Number of Individuals Affected - **Identify the number of individuals whose personally identifiable information was breached/disclosed.**
18. Date Notification(s) Made to the Individual - **Provide the date that the Notification was made to the affected individuals.**
19. Have Those Responsible for the Incident Been Identified? - **Check the appropriate box. If applicable, add comment.**
20. Corrective Actions Taken To Prevent Future Occurrences - **Provide a detailed description of the corrective actions taken by the agency to prevent future occurrences of a similar incident occurring again.**
21. Estimated Cost of Corrective Actions - **Provide cost estimations to implement the corrective actions. For example, hardware and/or software may need to be upgraded, installed or purchased; new policies may need to be developed; additional training may need to be given. Include all related costs, such as staff time, contracting services, and hardware or software purchases.**
22. Date Corrective Actions Will Be Fully Implemented - **Provide a date when the corrective actions were, or will be, fully implemented.**
23. Print – Agency/Contractor Information Security Officer
24. Print – Agency/Contractor Privacy Officer - **This is required only in those instances where personally identifiable information is involved. If personally identifiable information is involved and no disclosure notice is required, the Privacy Officer's signature is still required.**
25. Print – Authorized Signature/Director

AGENDA REPORT

SUBJECT: CONSIDER ADOPTION OF RESOLUTION
NO. 09-2816 AUTHORIZING PLACEMENT OF
LIENS ON CERTAIN PROPERTIES FOR
DELINQUENT SEWER AND TRASH CHARGES

DATE: October 5, 2009

SECTION: RESOLUTIONS

ITEM NO.: 1

FILE I.D.: STB300-17

**BUSINESS
PLAN:** N/A

DEPT.: ADMIN. SVCS.

REASON FOR CONSIDERATION: Staff has identified 169 sewer and trash accounts in the even-numbered-month billing cycle that are more than three billing periods delinquent. Pursuant to Montclair Municipal Code Chapter 1.12, these properties are subject to lien.

BACKGROUND: Ordinance No. 02-815 authorizes the placement of liens on properties on which delinquent civil debts have accrued and makes property owners responsible for delinquent sewer and trash charges accrued after the effective date of the Ordinance (March 1, 2002) for accounts in tenants' names. Prior to adoption of the Ordinance, property owners were responsible only for those accounts in their own names.

The 169 liens presented for approval are for accounts which are at least 90 days delinquent.

FISCAL IMPACT: Recoverable amount is \$34,123.92 plus \$8,450.00 in lien fees, for a total of \$42,573.92.

RECOMMENDATION: Staff recommends the City Council adopt Resolution No. 09-2816 authorizing placement of liens on certain properties for delinquent sewer and trash charges as listed on Exhibit A of said Resolution.

Prepared by:

Janet Kullbeck
Janet Kullbeck

Reviewed and
Approved by:

Gregory J. ...
Gregory J. ...

Proofed by:

Presented by:

RESOLUTION NO. 09-2816

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF MONTCLAIR AUTHORIZ-
ING PLACEMENT OF LIENS ON CERTAIN
PROPERTIES FOR DELINQUENT SEWER
AND TRASH ACCOUNTS**

WHEREAS, Chapter 1.12 of the Montclair Municipal Code authorizes the City to place liens on properties on which delinquent civil debts have accrued; and

WHEREAS, all owners of property in the City of Montclair were notified about the adoption of Ordinance No. 02-815 authorizing placement of liens on properties on which delinquent civil debts have accrued; and

WHEREAS, it has been determined that there are 169 sewer and/or trash accounts on which there are delinquencies in excess of 90 days; and

WHEREAS, the owners of these properties have received regular billing statements and late notices since the onset of such delinquencies; and

WHEREAS, the owners of these properties were notified on September 10, 2009, that their delinquent accounts are subject to causing a lien to be placed on their properties for settlement of such delinquencies; and

WHEREAS, the owners of these properties were again notified on September 24, 2009, and that such liens would be considered for approval by the Montclair City Council on Monday, October 5, 2009.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Montclair approve the placement of liens on the properties and in the amounts specified in Exhibit A, entitled *Report of Delinquent Civil Debts - October 2009*, attached hereto.

BE IT FURTHER RESOLVED that the City Clerk is authorized to provide the San Bernardino County Auditor/Controller-Recorder with the documents required to cause such liens to be placed.

APPROVED AND ADOPTED this XX day of XX, 2009.

Mayor

ATTEST:

City Clerk

I, Donna M. Jackson, City Clerk of the City of Montclair, DO HEREBY CERTIFY that Resolution No. 09-2816 was duly adopted by the City Council of said city and was approved by the Mayor of said city at a regular meeting of said City Council held on the XX day of XX, 2009, and that it was adopted by the following vote, to-wit:

AYES:

NOES:

ABSTAIN:

ABSENT:

Donna M. Jackson
City Clerk

Exhibit A to Resolution No. 09-2816
Report of Delinquent Civil Debts - October 2009

Service Address	Account Type	Delinquency	Lien Fee	Total Lien Amount
10395 Vernon Av	Residential	\$166.61	\$50.00	\$216.61
10231 Mills Av	Residential	\$186.52	\$50.00	\$236.52
4657 Evert St	Residential	\$148.05	\$50.00	\$198.05
10141 Canary Ct	Residential	\$173.72	\$50.00	\$223.72
11142 Amherst Av	Residential	\$189.95	\$50.00	\$239.95
4912 Canoga St	Residential	\$166.35	\$50.00	\$216.35
10221 Santa Anita Av	Residential	\$167.11	\$50.00	\$217.11
4103 Howard St	Residential	\$174.98	\$50.00	\$224.98
4852 Fauna St	Residential	\$186.53	\$50.00	\$236.53
10231 Coalinga Av	Residential	\$186.53	\$50.00	\$236.53
10123 Fremont Av	Residential	\$186.36	\$50.00	\$236.36
5171 Orchard St	Residential	\$244.05	\$50.00	\$294.05
10124 Poulsen Av	Residential	\$186.57	\$50.00	\$236.57
10154 Poulsen Av	Residential	\$166.37	\$50.00	\$216.37
10246 Saratoga Av	Residential	\$169.05	\$50.00	\$219.05
10139 Vernon Av	Residential	\$134.06	\$50.00	\$184.06
10115 Vernon Av	Residential	\$144.42	\$50.00	\$194.42
10212 Del Mar Av	Residential	\$140.12	\$50.00	\$190.12
5476 Kingsley St	Residential	\$173.72	\$50.00	\$223.72
5051 Flora St	Residential	\$196.92	\$50.00	\$246.92
10282 Greenwood Av	Residential	\$166.37	\$50.00	\$216.37
10289 Tudor Av	Residential	\$186.54	\$50.00	\$236.54
4752 Kingsley St	Residential	\$233.36	\$50.00	\$283.36
4668 Kingsley St	Residential	\$162.34	\$50.00	\$212.34
10196 Bolton Av	Residential	\$266.46	\$50.00	\$316.46
10241 Camulos Av	Residential	\$174.71	\$50.00	\$224.71
10252 Camulos Av	Residential	\$128.40	\$50.00	\$178.40
10217 Oak Glen Av	Residential	\$119.05	\$50.00	\$169.05
4219 Fauna St	Residential	\$166.62	\$50.00	\$216.62
10407 Camarena Av	Residential	\$233.36	\$50.00	\$283.36
4949 Canoga St	Residential	\$164.34	\$50.00	\$214.34
5019 Kingsley St	Residential	\$166.42	\$50.00	\$216.42
4846 Mane St	Residential	\$167.42	\$50.00	\$217.42
4646 Mane St	Residential	\$151.76	\$50.00	\$201.76
4327 Clair St	Residential	\$169.05	\$50.00	\$219.05
4426 Rodeo St	Residential	\$233.36	\$50.00	\$283.36
11221 Greycliff Av	Residential	\$186.68	\$50.00	\$236.68
11239 Carriage Av	Residential	\$152.62	\$50.00	\$202.62
11158 Carriage Av	Residential	\$173.72	\$50.00	\$223.72
4555 Saddleback St	Residential	\$233.36	\$50.00	\$283.36
5198 Kingsley St	Multifamily	\$373.05	\$50.00	\$423.05
8919-21 Felipe Av	Multifamily	\$161.24	\$50.00	\$211.24
4693 Canoga St	Multifamily	\$665.38	\$50.00	\$715.38
10360 Amherst Av	Multifamily	\$499.06	\$50.00	\$549.06
10431 Amherst Av	Multifamily	\$332.71	\$50.00	\$382.71
10421 Amherst Av	Multifamily	\$332.71	\$50.00	\$382.71
4548 Yosemite Dr	Residential	\$185.97	\$50.00	\$235.97
4505 Donner Ct	Residential	\$166.35	\$50.00	\$216.35

Service Address	Account Type	Delinquency	Lien Fee	Total Lien Amount
4523 Bodega Ct	Residential	\$152.82	\$50.00	\$202.82
4558 Humboldt Ct	Residential	\$186.66	\$50.00	\$236.66
4542 Yosemite Dr	Residential	\$331.23	\$50.00	\$381.23
4532 Yosemite Dr	Residential	\$148.05	\$50.00	\$198.05
4515 Yosemite Dr	Residential	\$166.40	\$50.00	\$216.40
5223 Belvedere Wy	Residential	\$166.31	\$50.00	\$216.31
11014 San Miguel Wy	Residential	\$212.23	\$50.00	\$262.23
11022 San Juan Wy	Residential	\$148.05	\$50.00	\$198.05
11032 San Juan Wy	Residential	\$176.60	\$50.00	\$226.60
5330 San Bernardino St	Commercial	\$143.99	\$50.00	\$193.99
4315 Clydesdale Wy	Residential	\$166.02	\$50.00	\$216.02
4924 Canoga St	Multifamily	\$166.35	\$50.00	\$216.35
10310-12 Lehigh Av	Residential	\$332.71	\$50.00	\$382.71
10273 Monte Vista Av	Residential	\$206.53	\$50.00	\$256.53
10290 Monte Vista Av	Senior	\$177.53	\$50.00	\$227.53
10614 Oak Glen Av	Multifamily	\$288.67	\$50.00	\$338.67
10187 Lehigh Av	Residential	\$148.05	\$50.00	\$198.05
9802 Central Av	Commercial	\$440.22	\$50.00	\$490.22
4742 Canoga St	Multifamily	\$665.22	\$50.00	\$715.22
10487 Adobe Ct	Residential	\$149.71	\$50.00	\$199.71
4806 Fauna St	Residential	\$145.02	\$50.00	\$195.02
4661 Mane St	Residential	\$172.17	\$50.00	\$222.17
10594 Oak Glen Av	Residential	\$230.29	\$50.00	\$280.29
4999 Grand Av	Residential	\$174.84	\$50.00	\$224.84
5227 Barrington Wy	Residential	\$233.36	\$50.00	\$283.36
5093 Bandera St	Residential	\$166.34	\$50.00	\$216.34
5091 Bandera St	Residential	\$148.05	\$50.00	\$198.05
4674 Evert St	Residential	\$164.34	\$50.00	\$214.34
11076 Kimberly Av	Residential	\$148.05	\$50.00	\$198.05
5554 Vernon Ct	Residential	\$166.35	\$50.00	\$216.35
5225 Barrington Wy	Residential	\$188.79	\$50.00	\$238.79
10236 Del Mar Av	Residential	\$166.45	\$50.00	\$216.45
10968 Fremont Av	Residential	\$230.50	\$50.00	\$280.50
10436 Helena Av	Residential	\$139.76	\$50.00	\$189.76
5425 Howard St	Multifamily	\$141.74	\$50.00	\$191.74
11151 Amherst Av	Residential	\$147.56	\$50.00	\$197.56
10462 Yosemite Dr	Residential	\$186.56	\$50.00	\$236.56
4785 Manzanita St	Residential	\$243.61	\$50.00	\$293.61
10250 Poulsen Av	Residential	\$167.03	\$50.00	\$217.03
11075 Kimberly Av	Residential	\$148.05	\$50.00	\$198.05
5101 Bandera St	Residential	\$166.35	\$50.00	\$216.35
5572 Kingsley St	Residential	\$173.72	\$50.00	\$223.72
4595 Mane St	Residential	\$148.05	\$50.00	\$198.05
4612 Canoga St	Multifamily	\$665.38	\$50.00	\$715.38
4555 Mane St	Residential	\$120.50	\$50.00	\$170.50
10236 Kimberly Av	Residential	\$241.89	\$50.00	\$291.89
4234 Fauna St	Residential	\$167.11	\$50.00	\$217.11
4780 Bandera St	Multifamily	\$664.82	\$50.00	\$714.82
5422 Orchard St	Residential	\$186.55	\$50.00	\$236.55
4763 Kingsley St	Multifamily	\$141.00	\$50.00	\$191.00
4534 Bodega Ct	Residential	\$153.43	\$50.00	\$203.43

Service Address	Account Type	Delinquency	Lien Fee	Total Lien Amount
4592 Canoga St	Multifamily	\$654.37	\$50.00	\$704.37
5232 Hanover Wy	Residential	\$166.35	\$50.00	\$216.35
4651 Kingsley St	Multifamily	\$133.24	\$50.00	\$183.24
11007 Monte Vista Av	Residential	\$120.79	\$50.00	\$170.79
10150 Helena Av	Residential	\$166.11	\$50.00	\$216.11
4748 Fauna St	Residential	\$186.58	\$50.00	\$236.58
4919 Manzanita St	Residential	\$233.36	\$50.00	\$283.36
5115 Bandera St	Residential	\$166.41	\$50.00	\$216.41
4224 Appaloosa Wy	Residential	\$166.31	\$50.00	\$216.31
4521-23 Kingsley St	Multifamily	\$141.00	\$50.00	\$191.00
4747 Flora St	Residential	\$266.46	\$50.00	\$316.46
4855 Mane St	Residential	\$166.35	\$50.00	\$216.35
10259 Camulos Av	Residential	\$166.35	\$50.00	\$216.35
5533 Shirley Ln	Residential	\$210.42	\$50.00	\$260.42
10145 Santa Anita Av	Residential	\$233.36	\$50.00	\$283.36
11178 Whitewater Av	Residential	\$166.35	\$50.00	\$216.35
5173-75 Kingsley St	Multifamily	\$215.81	\$50.00	\$265.81
11178 Carrillo Av	Residential	\$233.36	\$50.00	\$283.36
4780 Kingsley St	Residential	\$166.11	\$50.00	\$216.11
4975 Canoga St	Residential	\$166.48	\$50.00	\$216.48
11065 Kimberly Av	Residential	\$148.05	\$50.00	\$198.05
10225 Lehigh Av	Residential	\$166.34	\$50.00	\$216.34
4805 Fauna St	Residential	\$124.72	\$50.00	\$174.72
5214 Coventry Wy	Residential	\$191.38	\$50.00	\$241.38
11169 Carrillo Av	Residential	\$167.11	\$50.00	\$217.11
10561 Oak Glen Av	Residential	\$208.50	\$50.00	\$258.50
11073 Monte Vista Av	Residential	\$121.23	\$50.00	\$171.23
5239 Monte Verde St	Residential	\$164.34	\$50.00	\$214.34
10151 Oak Glen Av	Residential	\$107.81	\$50.00	\$157.81
4950 Manzanita St	Residential	\$105.11	\$50.00	\$155.11
4534 Yosemite Dr	Residential	\$186.56	\$50.00	\$236.56
5210 Kingsley St	Residential	\$146.73	\$50.00	\$196.73
10203 Vernon Av	Residential	\$213.02	\$50.00	\$263.02
10238 Monte Vista Av	Residential	\$186.54	\$50.00	\$236.54
8912 Felipe Av	Residential	\$186.56	\$50.00	\$236.56
4780 Howard St	Residential	\$166.37	\$50.00	\$216.37
11020 San Pasqual Av	Residential	\$167.11	\$50.00	\$217.11
10468 Calico Ct	Residential	\$166.40	\$50.00	\$216.40
4501 Donner Ct	Residential	\$186.53	\$50.00	\$236.53
4337 Appaloosa Wy	Residential	\$173.72	\$50.00	\$223.72
4909 Kingsley St	Residential	\$173.72	\$50.00	\$223.72
4596 Mane St	Residential	\$166.35	\$50.00	\$216.35
4912 Carlton St	Residential	\$109.64	\$50.00	\$159.64
4980 Howard St	Residential	\$109.69	\$50.00	\$159.69
5358 Orchard St	Residential	\$142.52	\$50.00	\$192.52
11184 Whitewater Av	Residential	\$217.20	\$50.00	\$267.20
5181 Fauna St	Residential	\$164.59	\$50.00	\$214.59
5392 Orchard St	Residential	\$233.36	\$50.00	\$283.36
10244 Bel Air Av	Residential	\$148.05	\$50.00	\$198.05
5382 Flora St	Residential	\$148.05	\$50.00	\$198.05
10557 Morgan Ci	Residential	\$186.53	\$50.00	\$236.53

Service Address	Account Type	Delinquency	Lien Fee	Total Lien Amount
10472 Yosemite Dr	Residential	\$166.11	\$50.00	\$216.11
10236 Bel Air Av	Residential	\$157.14	\$50.00	\$207.14
10974 Buckingham Wy	Senior	\$141.69	\$50.00	\$191.69
11159 Essex Av	Residential	\$196.98	\$50.00	\$246.98
5013 Howard St	Residential	\$233.36	\$50.00	\$283.36
4664 Evert St	Residential	\$165.95	\$50.00	\$215.95
10171 Canary Ct	Residential	\$167.11	\$50.00	\$217.11
4703 Fauna St	Residential	\$216.25	\$50.00	\$266.25
11073 San Pasqual Av	Residential	\$188.60	\$50.00	\$238.60
4525 Yosemite Dr	Residential	\$200.52	\$50.00	\$250.52
5185 Flora St	Residential	\$571.28	\$50.00	\$621.28
11150 Poulsen Av	Residential	\$233.36	\$50.00	\$283.36
8915 Monte Vista Av	Commercial	\$267.27	\$50.00	\$317.27
10642 Oak Glen Av	Residential	\$121.35	\$50.00	\$171.35
4133 Howard St	Residential	\$231.97	\$50.00	\$281.97
5206 Berkshire Wy	Residential	\$327.20	\$50.00	\$377.20
10964 Buckingham Wy	Residential	\$148.05	\$50.00	\$198.05
10158 Kimberly Av	Residential	\$118.90	\$50.00	\$168.90
11206 Poulsen Av	Residential	\$310.02	\$50.00	\$360.02
		\$34,123.92	\$8,450.00	\$42,573.92

**MINUTES OF THE MEETING OF THE MONTCLAIR
CODE ENFORCEMENT COMMITTEE HELD ON
MONDAY, SEPTEMBER 21, 2009, AT 6:00 P.M. IN
THE CITY HALL CONFERENCE ROOM, 5111 BENITO
STREET, MONTCLAIR, CALIFORNIA**

I. CALL TO ORDER

Council Member Paulitz called the meeting to order at 5:56 p.m.

II. ROLL CALL

Present: Mayor Pro Tem Dutrey; Council Member Paulitz; City Manager McDougal; Deputy City Manager Starr; Fire Chief Ament; Police Chief Jones; Fire Division Chief Shiba; and City Attorney Robbins

III. APPROVAL OF MINUTES

A. Minutes of Code Enforcement Committee Meeting of August 17, 2009.

It was the consensus of the Code Enforcement Committee to approve the minutes of the Code Enforcement Committee meeting of August 17, 2009.

IV. PUBLIC COMMENT – None

V. OLD BUSINESS

- A. The proposed Ordinance to amend Chapter 1.04 of the Montclair Municipal Code related to the issuance of administrative citations and collection of administrative fines will be reviewed again at the next Executive City Staff meeting and a Notice of Public Hearing will be set for the second City Council meeting in October.
- B. The Public Nuisance Ordinance will be reviewed again at the next Executive City Staff meeting and placed on the City Council meeting agenda in November or early December. City Attorney Robbins brought to the Committee's attention that a section of this Ordinance regarding structures that are vacant for more than six months omits language detailing the appearance of such a structure. Council Member Paulitz and Deputy City Manager Starr stated that they believe another section of the Ordinance has a definition of vacant structures and that this definition includes details on structural appearance. Deputy City Manager Starr will research this matter and report back his findings to the Committee.

VI. NEW BUSINESS - None

VII. ROUNDTABLE DISCUSSION ON PROBLEM PROPERTIES

Mayor Pro Tem Dutrey stated that a trailer was removed from a previously reported problem property on Monte Vista Avenue.

Mayor Pro Tem Dutrey inquired as to whether or not more nonpermitted yard sales are occurring in the City. Fire Division Chief Shiba commented that the number of nonpermitted yard sales has not increased and the Code Enforcement Unit continually issues citations for those that do occur.

Fire Chief Ament informed the Committee that to date a total amount of \$245,650 has been issued in administrative citations.

Council Member Paulitz requested a list of all the foreclosed properties in the City. Fire Chief Ament stated that Property Finder is now accessible and foreclosed property information may be retrieved from this program. Information Technology Specialist Nguyen is currently working to give the City Council access to this program.

VIII. NEXT MEETING

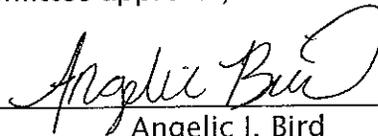
The Code Enforcement Committee will be dark in October.

The next meeting is scheduled for Monday, November 16, 2009, at 6:00 p.m.

IX. ADJOURNMENT

At 6:09 p.m., Council Member Paulitz adjourned the Code Enforcement Committee Meeting.

Submitted for Code Enforcement
Committee approval,



Angelic J. Bird
Receptionist/Office Specialist

**MINUTES OF THE MEETING OF THE MONTCLAIR
PERSONNEL COMMITTEE HELD ON MONDAY,
SEPTEMBER 21, 2009, AT 7:25 P.M. IN THE CITY
ADMINISTRATIVE OFFICES, 5111 BENITO STREET,
MONTCLAIR, CALIFORNIA**

I. CALL TO ORDER

Mayor Eaton called the meeting to order at 7:25 p.m.

II. ROLL CALL

Present: Mayor Eaton; Council Member Ruh; City Manager McDougal;
and Deputy City Manager/Director of Administrative
Services Starr

III. APPROVAL OF MINUTES

**A. Minutes of the Regular Personnel Committee Meeting of
September 8, 2009.**

Moved by Deputy City Manager/Administrative Services Director
Starr, seconded by Council Member Ruh, and carried unanimously
to approve the minutes of the Personnel Committee meeting of
September 8, 2009.

IV. PUBLIC COMMENT - None

V. CLOSED SESSION

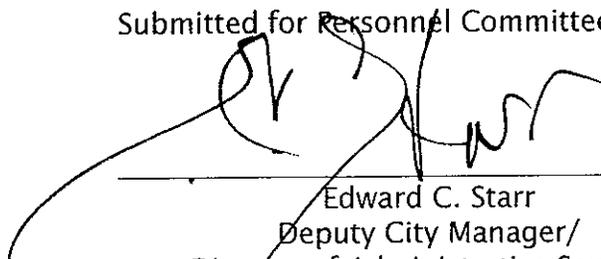
At 7:26 p.m., the Personnel Committee went into Closed Session
regarding personnel matters related to appointments, resignations/
terminations, and evaluations of employee performance.

At 7:48 p.m., the Personnel Committee returned from Closed Session.
Mayor Eaton stated that no announcements would be made at this time.

VI. ADJOURNMENT

At 7:48 p.m., Mayor Eaton adjourned the Personnel Committee.

Submitted for Personnel Committee approval,



Edward C. Starr
Deputy City Manager/
Director of Administrative Services