

HALB

29522

REGISTRATION NUMBER

4240020109328

AGREEMENT NUMBER

05-45516

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

STATE AGENCY'S NAME

(Also referred to as CDHS, DHS, or the State)

California Department of Health Services

CONTRACTOR'S NAME

(Also referred to as Contractor)

City of Long Beach

2. The term of this Agreement is: October 1, 2005 through September 30, 2008

3. The maximum amount of this Agreement is: \$ 2,814,948
 Two Million Eight Hundred Fourteen Thousand Nine Hundred Forty-Eight 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	14 pages
Exhibit B – Budget Detail and Payment Provisions	4 pages
Exhibit B, Attachment I – Budget (Year 1)	1 page
Exhibit B, Attachment I, Schedule 1 – Subcontractor Budgets (Year 1)	1 page
Exhibit B, Attachment II – Budget (Year 2)	1 page
Exhibit B, Attachment II, Schedule 1 – Subcontractor Budgets (Year 2)	1 page
Exhibit B, Attachment III – Budget (Year 3)	1 page
Exhibit B, Attachment III, Schedule 1 – Subcontractor Budgets (Year 3)	1 page
Exhibit C* – General Terms and Conditions	GTC 304
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 – Contractor Equipment Purchased With DHS Funds	2 pages
Exhibit I – Inventory/Disposition of DHS-Funded Equipment	2 pages

APPROVED AS TO FORM

11/23, 2005

ROBERT E. SHANNON, City Attorney
 BY [Signature]
 SENIOR DEPUTY CITY ATTORNEY

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

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)
 City of Long Beach

BY (Authorized Signature) [Signature] DATE SIGNED (Do not type) 12/20/05

PRINTED NAME AND TITLE OF PERSON SIGNING
 Gerald R. Miller, City Manager

ADDRESS
 333 W. Ocean Blvd, 13th Floor, Long Beach, CA 90802

California Department of
 General Services Use Only

[Signature]

APPROVED

FEB - 8 2006

DEPT. OF GENERAL SERVICES

[Signature]

Exempt per:

STATE OF CALIFORNIA

AGENCY NAME
 California Department of Health Services

BY (Authorized Signature) [Signature] DATE SIGNED (Do not type) 1-26-06

PRINTED NAME AND TITLE OF PERSON SIGNING
 Terri L. Anderson, Chief, Contracts and Purchasing Services Section

ADDRESS
 1501 Capitol Avenue, Suite 71.2101, MS 1403, P.O. Box 997413
 Sacramento, CA 95899-7413

**Exhibit A
Scope of Work**

1. Service Overview

Contractor agrees to provide to the Department of Health Services (DHS) the services described herein:

Contractor will provide nutrition education outreach and conduct nutrition activities to lower income families described herein.

2. Service Location

The services shall be performed at applicable facilities in the County of Los Angeles.

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:

Department of Health Services	Contractor
DHS Program Contract Manager: Elise Williams Telephone: (916) 449-5408 Fax: (916) 449-5414 E-mail: Ewillia2@dhs.ca.gov	Project Director: Lara Turnbull Telephone: (562) 570-4294 Fax: (562) 570-4052 E-mail: Lara_Turnbull@longbeach.gov

B. Direct all inquiries to:

Department of Health Services	Contractor
Cancer Prevention and Nutrition Section Attention: Ralph Bonitz 1616 Capitol Avenue, Suite 74.516 MS 7204 P.O. Box 997413 Sacramento, CA 95899-7413 Telephone: (916) 449-5378 Fax: (916) 449-5414 E-mail: Rbonitz@dhs.ca.gov	City of Long Beach Attn: Lara Turnbull, Project Coordinator 2525 Grand Avenue Long Beach, CA 90815 Telephone: (562) 570-4294 Fax: (562) 570-4052 E-mail: Lara_Turnbull@longbeach.gov

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.

5. Allowable Informal Scope of Work (SOW) Changes

A. The Contractor or the State may propose informal changes or revisions to the activities, tasks, deliverables and/or performance time frames specified in the Scope of Work, provided such changes do not alter the overall goals and basic purpose of the agreement.

**Exhibit A
Scope of Work**

- B. Informal SOW changes may include the substitution of specified activities or tasks; the alteration or substitution of contract deliverables and modifications to anticipated completion/target dates.
- C. Informal SOW changes processed hereunder, shall not require a formal agreement amendment, provided the Contractor's annual budget does not increase or decrease as a result of the informal SOW change.
- D. Unless otherwise stipulated in this contract, all informal SOW changes and revisions are subject to prior written approval by the State.
- E. In implementing this provision, the State may provide a format for the Contractor's use to request informal SOW changes. If no format is provided by the State, the Contractor may devise its own format for this purpose.

6. Progress Reports

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

	<u>Period</u>	<u>Due Date</u>
Interim	October 1, 2005 – March 31, 2006	04/16/2006
Final	April 1, 2006 – September 30, 2006	10/15/2006
Interim	October 1, 2006 – March 31, 2007	04/16/2007
Final	April 1, 2007 – September 30, 2007	10/15/2007
Interim	October 1, 2007 – March 31, 2008	04/16/2008
Final	April 1, 2008 – September 30, 2008	10/15/2008

- 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 contract to the State for review prior to its release~~

Exhibit A
Scope of Work

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. Contractor shall ensure that the U.S. Department of Agriculture (USDA) Food Stamp Program is clearly identified as a sponsor or support organization on all materials and products funded by the contract (electronic, print, audiovisual, media, etc.). The Contractor agrees to abide by the guidelines set for usage of the *Network* and *5 a day* 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

City of Long Beach
Contract # 05-45516

GOAL 1: Increase the consumption of colorful fruits and vegetables every day, promote daily physical activity and promote participation in the federally funded nutrition assistance programs such as the Food Stamp Program in eligible (185% FPL) individuals who live and work in the Long Beach area.

OBJECTIVE 1: Impact: Upon completion of at least 5 of the 6 Nutrition Education Class Lessons, at least 60% of the 50 –150 eligible adults will be able to demonstrate an increase in their familiarity and preferences for fruit and vegetables, their knowledge, awareness and beliefs of the importance of consuming fruits and vegetables, of participating in daily physical activity, and will have an increased awareness of the Food Stamp Program.

Impact: Upon completion of at least 5 of the 6 Nutrition Education Class Lessons, at least 60% of the 50 –150 eligible children will be able to demonstrate an increase in their familiarity and preferences for fruit and vegetables and beliefs of the importance of consuming fruits and vegetables and participating in daily physical activity.

Process: By September 30, 2008, the City of Long Beach Department of Health and Human Services Healthy Active Long Beach Program and Partners will conduct 24-39 Nutrition Education Classes in English and Spanish at various locations throughout Long Beach.

SOCIAL ECOLOGICAL MODEL: Individual Interpersonal: Social/Groups Institutional/Organizational Community

TARGET AUDIENCE: Long Beach neighborhoods: 90802, 90804, 90805, 90806, 90810, and 90813 (47% Hispanic, 16% Caucasian, 18% African American, .5% American Indian, 14% Asian, 1.5% Asian Pacific Islander, 3% Other) **AGE(S)** ALL AGES

185% FPL DATA SOURCE: 2000 Census Data by Zipcode

ACTIVITIES	WHO IS Performing Activity (See Legend)	EVALUATION	TIMEFRAME (Month/Year)
1) Work with the Network to execute contract	PC	Contract	10/05-12/05
2) Research and review available nutrition education, physical activity promotion and Food Stamp Program material and resources to be used in conjunction with nutrition education classes	PC, SMC, HE	List of material to be utilized and tracked	10/05-9/08
3) Update current nutrition education class curriculum to include new USDA Dietary Guidelines and My Pyramid. Submit revised lesson plans to the Network for approval.	PC	Updated lesson plans/handouts	1/-05-1/06
4) Recruit and hire Health Educators who will co-facilitate the Nutrition Education Classes, conduct workshops and participate in community outreach.	PC	HR-1 employment record	10/05-9/08
5) Recruit and hire Community Health Workers who will co-facilitate the Nutrition Education Classes in Spanish.	PC	Purchase Order	10/05-1/06

Exhibit A
SCOPE OF WORK

City of Long Beach
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ACTIVITIES	WHO IS Performing Activity (See Legend)	EVALUATION	TIMEFRAME (Month/Year)
8) Submit results of formative evaluation to the Network for approval of new target group and/or location to be served.	PC	Evaluation results	3/06-4/06
9) Based on outcome of formative evaluation, and if need be, add information to or revise current nutrition education class lesson plans to meet needs of new target group and/or location. Submit to Network for approval.	PC	New material approved by the Network	3/06-4/06
10) If new lesson plans are made, train staff who facilitate nutrition education classes.	PC, HE, OW	Agendas, sign-in forms	3/06-5/06
17) Publicize and promote the Nutrition Education Classes and messages through various activities such as: <ul style="list-style-type: none"> o Community and provider presentations. o Community outreach o Distribution of flyers, brochures, etc. o Posters and displays at various locations that serve eligible families o Collaborate with other City of Long Beach DHHS and various Long Beach area programs and clinics to have them incorporate publicity information into their current nutrition outreach activities. 	All Staff	Meeting agendas, event summary forms, material distribution forms	10/05-9/08
18) Conduct 18-30 Nutrition Education Classes in English and Spanish for eligible families of children 4-12 years and new target group to be determined. Classes will take to place at various locations throughout the City of Long Beach. Classes will be multi-session, will be based on the USDA Dietary Guidelines for Americans and My Pyramid and will use tools and curriculum materials approved by the Network. Participants will learn about the 5 a Day program, the importance of physical activity and healthy eating for the whole family. Families will participate in one-time only physical activity demonstrations, will sample and prepare healthy foods, will learn practical ways to incorporate healthier food choices into their diets, will learn about the chronic diseases associated with being overweight and unfit, and will be linked to appropriate services.	PC, HE, OW, CHW	Attendance records, event summary forms, photos, class evaluations	1/05-9/08
Legend: PC: Project Coordinator; SMC: Social Marketing Coordinator; HE: Health Educators, OW; Outreach Workers, RES: Research and Evaluation Specialist; CHW: Community Health Worker; SPS: Silverado Park Staff, DHHS: City of Long Beach Department of Health and Human Services; SAAR = Semi Annual Activity Report; CPNS = Cancer Prevention and Nutrition Section; SHAPE = Shaping Health as Partners in Education ; CCLHDN = California Conference of Local Health Department Nutritionists			

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ACTIVITIES	WHO IS Performing Activity (See Legend)	EVALUATION	TIMEFRAME (Month/Year)
19) Conduct 6-9 Nutrition Education Classes in English for eligible families of children 4-12 years to take place at Silverado Park. Classes will be multi-session, will be based on the USDA Dietary Guidelines for Americans and My Pyramid and will use tools and materials developed by the	SPS	Attendance records, event summary	1/05-9/08

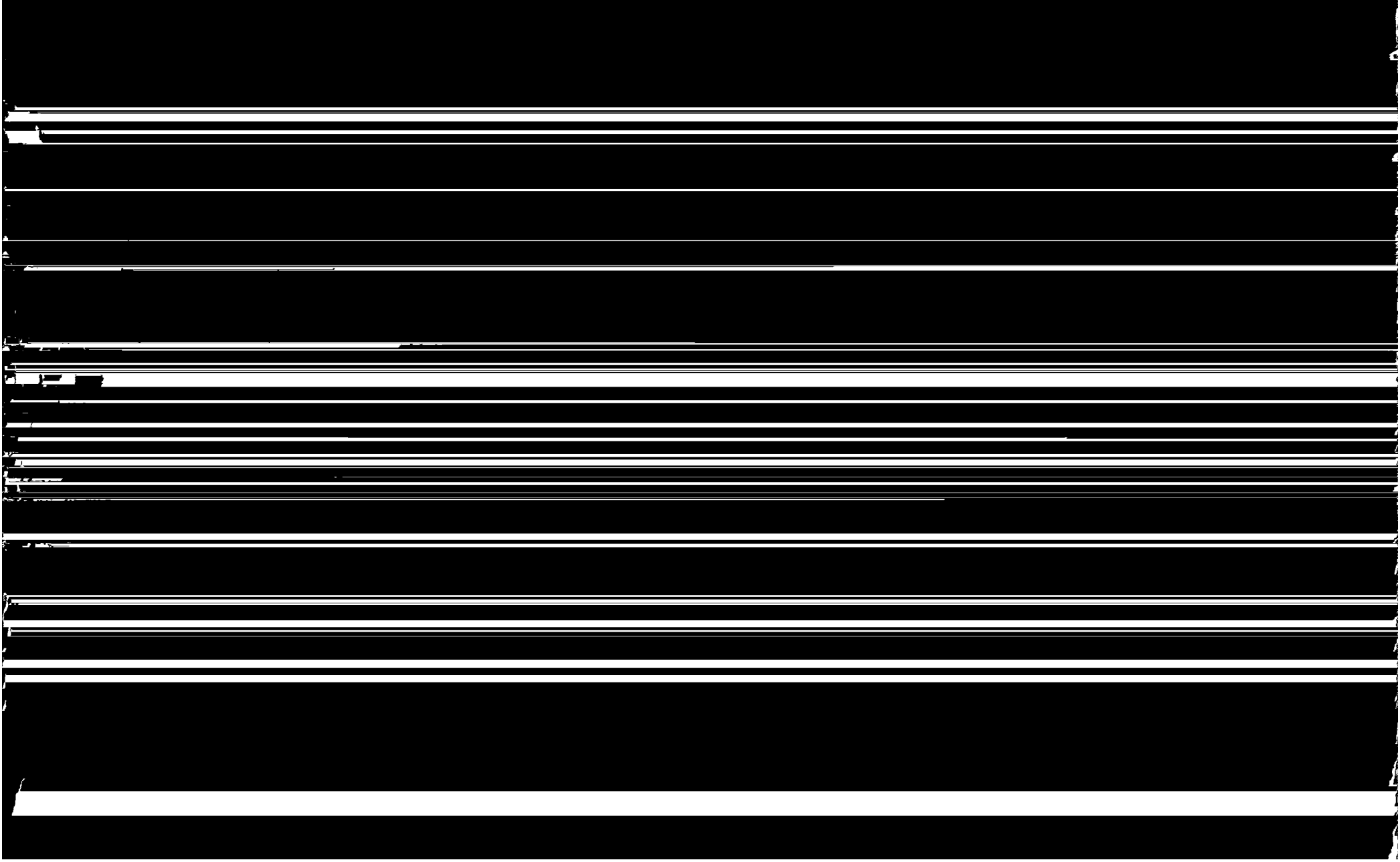


Exhibit A
SCOPE OF WORK

City of Long Beach
Contract # 05-45516

GOAL 1: Increase the consumption of colorful fruits and vegetables every day, promote daily physical activity and promote participation in the federally funded nutrition assistance programs such as the Food Stamp Program in eligible (185% FPL) individuals who live and work in the Long Beach area.

OBJECTIVE 2: Process: By September 30, 2008, 4000-9000 eligible persons in Long Beach will receive information aimed at increasing their knowledge on the importance of consuming fruits and vegetables and in conjunction with nutrition education increase their knowledge of participating in daily physical activity and/or will have an increased awareness of the Food Stamp Program and/or will develop skills to select and prepare healthy meals.

SOCIAL ECOLOGICAL MODEL: X Individual X Interpersonal: Social/Groups ___ Institutional/Organizational X Community

TARGET AUDIENCE: Long Beach neighborhoods: 90802, 90804, 90805, 90806, 90810, and 90813 (47% Hispanic, 16% Caucasian, 18% African American, .5% American Indian, 14% Asian, 1.5% Asian Pacific Islander, 3% Other) AGE(S) ALL AGES

185% FPL DATA SOURCE: 2000 Census Data by Zipcode

ACTIVITIES	WHO IS Performing Activity (See Legend)	EVALUATION	TIMEFRAME (Month/Year)
1) Conduct trainings on the 5 a Day Program and LIA program guidelines for Parks and Recreation staff from Cesar Chavez, Houghton, Silverado and Veterans' park sites.	PC, HE, OW, CCPS, HPS, SPS, VPS	Training agendas, sign-in forms	10/05-1/06
2) Research, review and select available nutrition education, physical activity and Food Stamp Promotion materials/resources and NERI to be used in conjunction with scope of work activities.	PC, HE, OW, SMC, CCPS, HPS, SPS, VPS	List of material and NERI to be distributed	10/05-9/08
3) As need, pilot test recipes with target audience and/or providers who work with eligible families.	PC, SMC, HE, OW	Recipes, surveys	10/05-9/08
4) If need, create or modify nutrition education material to meet needs of target audience such as language or literacy and submit to The Network for approval.	PC, SMC, HE, CCPS, HPS, SPS, VPS	Materials developed, material review forms	10/05-9/08
5) Work with logo design company to develop a program logo to be placed on various items such as letterhead, NERI, flyers, brochures, and newsletters that promotes the USDA/5 a Day messages.	SMC, PC	Logo	10/05-3/06

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ACTIVITIES	WHO IS Performing Activity (See Legend)	EVALUATION	TIMEFRAME (Month/Year)
7) In conjunction with the adult aerobics classes held at Cesar Chavez Park, conduct 28-34 nutrition education sessions that will include a healthy cooking demonstration and food tasting.	CCPS	Event summary forms, recipes, sign-in forms, photos	10/05-9/08
8) Distribute information about nutrition and promote the Food Stamp Program and/or physical activity. When possible and appropriate, conduct cooking demonstrations and/or food tastings community events such as: <ul style="list-style-type: none"> o Health Fairs in eligible census tracts o Long Beach East and Downtown Farmers' Markets (120-240) o Community events in eligible census tracts o Professional development meetings/trainings 	HE, OW, CHW	Event summary forms, photos, sign-in forms, event registration forms	10/05-9/08
9) Develop and host 1-3 health fairs to promote National 5 A Day Month to take place at the LBDHHS <ul style="list-style-type: none"> o Determine and coordinate day/time/location for events. o Invite programs and agencies that promote healthy eating and physical activity. o Set up and staff interactive display at event. o Publicize the event 	PC, SMC	Event summary forms, photos, publicity material	10/05-9/08
10) Conduct 18-36 interactive nutrition education displays including, when possible, food tasting, cooking demonstrations and healthy recipe distribution in the lobby and waiting areas of The City of Long Beach DHHS, Parks and Recreation Sites, and other locations in qualifying census tracts.	HEC, OW, HE, SMC	Photos, materials distributed	10/08-9/08
11) Conduct 18-24 nutrition education workshops for local community members including parents and children at Cesar Chavez Park.	CCPS	Event summary forms, photos, sign-in forms	10/05-9/08
12) Using template from 5 a Day toolkit, create and distribute 3-9 newsletters to: <ul style="list-style-type: none"> o Eligible families o CHDP Providers o WIC offices o City of Long Beach DHHS staff and clients o Various health and education professionals who work with eligible families 	SMC, OW, HE	Newsletters, distribution list, material review forms	10/05-9/08
Legend: PC: Project Coordinator; SMC: Social Marketing Coordinator; HE: Health Educators, OW: Outreach Workers, RES: Research and Evaluation Specialist; CHW: Community Health Worker; SPS: Silverado Park Staff, DHHS: City of Long Beach Department of Health and Human Services; SAAR = Semi Annual Activity Report; CPNS = Cancer Prevention and Nutrition Section; SHAPE = Shaping Health as Partners in Education ; CCLHDN = California Conference of Local Health Department Nutritionists			

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ACTIVITIES	WHO IS Performing Activity (See Legend)	EVALUATION	TIMEFRAME (Month/Year)
13) Publicize and promote the USDA/5 a Day messages through various activities such as: <ul style="list-style-type: none">○ Press releases and articles, editorials placed in qualifying census tracts○ Posters and other educational displays placed in areas that serve eligible families○ Healthy Active Long Beach webpage that includes nutrition tips and recipes	SMC, HE, OW, PC	Event summary forms, press releases, articles, editorials, photos	10/05-9/08

another Federal program. In addition, the qualifying nutrition education intervention must

Exhibit A
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City of Long Beach
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ACTIVITIES	WHO IS Performing Activity (See Legend)	EVALUATION	TIMEFRAME (Month/Year)
22) Conduct 10-15 nutrition education workshops for local community members including parents and children at Houghton Park.	HPS	Event summary forms, photos, sign-in forms	10/05-9/08
23) Conduct monthly 1 hour nutrition education lessons with participants in the extended day / after school program.	HPS	Event summary forms, photos	10/05-9/08
24) Increase healthy cooking demonstrations and food tastings conducted during the extended day/after school program from 1 to at least 2 times per month	SPS	Event summary forms, recipes, photos	10/05-9/08
25) Create and distribute monthly menu calendar to parents and children that includes nutrition education and physical activity promotion messages.	SPS	Menu Calendar	10/05-9/08
26) Conduct 30-90 healthy cooking demonstrations and food tastings for participants in the extended day/after school program.	VPS	Event summary forms, recipes, photos	10/05-9/08
27) Conduct 6-12 nutrition education workshops for parents and children to be held at Veterans Park.	VPS	Event summary forms, photos, sign-in forms	10/05-9/08
28) Conduct grocery store tours that include a nutrition education component with children who	VPS	Event summary	10/05-9/08

GOAL 1: Increase the consumption of colorful fruits and vegetables every day, promote daily physical activity and promote participation in the federally funded nutrition assistance programs such as the Food Stamp Program in eligible (185% FPL) individuals who live and work in the Long Beach area.

OBJECTIVE 3: Process: By September 30, 2008, 50-200 Long Beach area health professionals/providers who work with eligible families and individuals will receive information and resources to better enable them to increase the consumption of colorful fruits and vegetables every day, promote daily physical activity and promote participation in the federally funded nutrition assistance programs such as the Food Stamp Program in eligible individuals who live and work in the Long Beach area.

SOCIAL ECOLOGICAL MODEL: X Individual X Interpersonal: Social/Groups ___ Institutional/Organizational X Community

TARGET AUDIENCE: Long Beach neighborhoods: 90802, 90804, 90805, 90806, 90810, and 90813 (47% Hispanic, 16% Caucasian, 18% African American, .5% American Indian, 14% Asian, 1.5% Asian Pacific Islander, 3% Other) AGE(S) ALL AGES

185% FPL DATA SOURCE: 2000 Census Data by Zipcode

ACTIVITIES	WHO IS Performing Activity (See Legend)	EVALUATION	TIMEFRAME (Month/Year)
1) Conduct a survey with health professionals/providers who work with eligible families to determine topics of interest such as; the USDA Dietary Guidelines, ways to promote fruit and vegetable consumption and/or physical activity, the Food Stamp Program, etc.	PC, HE	Surveys	10/05-3/06
2) Research, review and select available nutrition education, physical activity and Food Stamp Promotion materials/resources and NERI to be used for provider presentations.	PC, HE	Material selected	10/05-9/08
3) Using approved resources, develop provider presentations on topics of interest. Submit to the Network for approval.	PC, HE	Presentation outlines, material review forms	10/05/9/08
4) Plan and schedule provider presentations to take place throughout Long Beach.	PC, SMC	Agendas	10/05-9/08
5) Invite participants and/or promote presentations.	SMC, PC	Flyers, invitations, agendas	10/05-9/08
6) Conduct 3-12 nutrition education presentations for healthcare professionals/providers who work with eligible families.	PC, HE, OW, SMC	Event summary forms, sign-in forms, agendas, photos	10/05-9/08
7) Conduct evaluations with providers who attend nutrition education presentation(s)	PC, HE, OW, SMC	Evaluations	10/05-9/08

Legend: PC: Project Coordinator; SMC: Social Marketing Coordinator; HE: Health Educators, OW; Outreach Workers, RES: Research and Evaluation Specialist; CHW: Community Health Worker; SPS: Silverado Park Staff, DHHS: City of Long Beach Department of Health and Human Services; SAAR = Semi Annual Activity Report; CPNS = Cancer Prevention and Nutrition Section; SHAPE = Shaping Health as Partners in Education ; CCLHDN = California Conference of Local Health Department Nutritionists

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ACTIVITIES	WHO IS Performing Activity (See Legend)	EVALUATION	TIMEFRAME (Month/Year)
<p>8) Conduct activities such as distribution of material, educational and promotional displays, walking clubs, one-time only physical activity demonstrations, and healthy cooking demonstrations and food tasting for LBDHHS staff who serve eligible families/individuals. These activities will provide tools and encouragement for staff to model healthy behaviors to their participants as well as provide them with appropriate and consistent information and messages to use while providing services that will increase the consumption of colorful fruits and vegetables every day, promote daily physical activity and promote participation in the federally funded nutrition assistance programs such as the Food Stamp Program in eligible individuals who live and work in the Long Beach area.</p>	<p>PC, SMC, HE, OW</p>	<p>Event summary forms, sign-in forms, photos, material review forms, recipes</p>	<p>10/05-9/08</p>
<p>Legend: PC: Project Coordinator; SMC: Social Marketing Coordinator; HE: Health Educators, OW; Outreach Workers, RES: Research and Evaluation Specialist; CHW: Community Health Worker; SPS: Silverado Park Staff, DHHS: City of Long Beach Department of Health and Human Services; SAAR = Semi Annual Activity Report; CPNS = Cancer Prevention and Nutrition Section; SHAPE = Shaping Health as Partners in Education ; CCLHDN = California Conference of Local Health Department Nutritionists</p>			

GOAL 2: Increase the daily consumption of colorful fruits and vegetables and increase daily physical activity in low-income (185% FPL) families.

OBJECTIVE 1: Process: By September 2008, 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 X Institutional/Organizational __ Community

TARGET AUDIENCE: RACE/ETHNICITIES SEE STATE SHARE PROJECT SUMMARY AGE(S) SEE STATE SHARE PROJECT

SUMMARY

185% FPL DATA SOURCE: See State Share Project Summary

ACTIVITIES	WHO IS Performing Activity (See Legend)	EVALUATION	TIMEFRAME (Month/Year)
1) Semi-Annual Activity Reports (SAAR) online.	PC, RES, SMC	Documents completed and submitted to CPNS	April , October each FFY
2) Semi Annual and Final Reports, including progress reports, progress report narratives, labeled attachments and Activity Tracking Forms.	PC, RES, SMC	Documents completed and submitted to CPNS	April, October each FFY
3) State Share Project Summary, which includes low-income targeting data for each intervention site.	PC, RES, SMC	Documents completed and submitted to CPNS	October each FFY
4) Impact Evaluation of intervention to increase fruit and vegetable consumption.	PC, SMC	Data and report completed and submitted to CPNS	June 30 each FFY
<p>Legend: PC: Project Coordinator; SMC: Social Marketing Coordinator; HE: Health Educators, OW; Outreach Workers, RES: Research and Evaluation Specialist; CHW: Community Health Worker; SPS: Silverado Park Staff, DHHS: City of Long Beach Department of Health and Human Services; SAAR = Semi Annual Activity Report; CPNS = Cancer Prevention and Nutrition Section; SHAPE = Shaping Health as Partners in Education ; CCLHDN = California Conference of Local Health Department Nutritionists</p>			

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ACTIVITIES	WHO IS Performing Activity (See Legend)	EVALUATION	TIMEFRAME (Month/Year)
5) Pending feedback from the Network and the LISDA assist with the implementation of the	PC, SMC	Documents	TBD

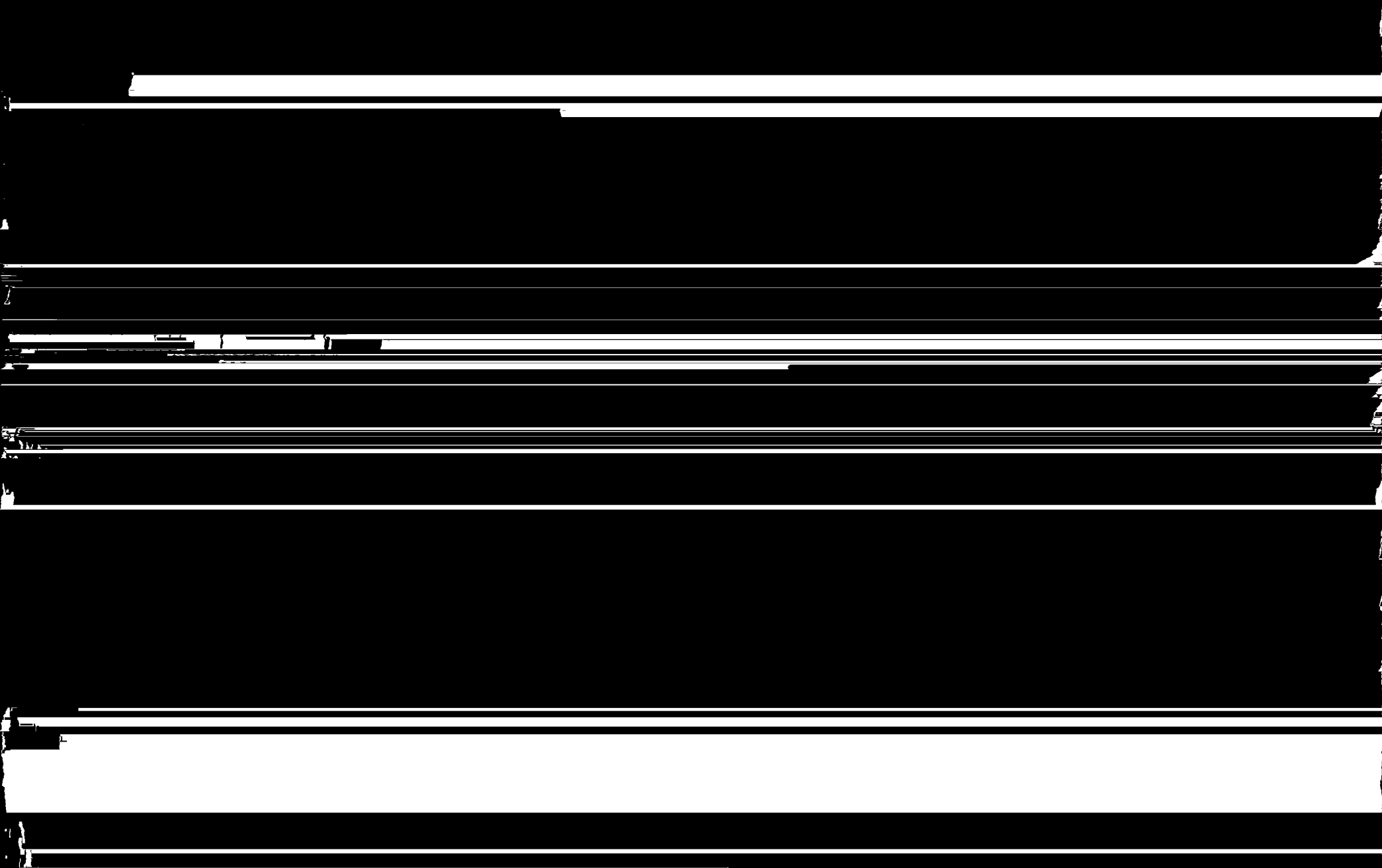


Exhibit B
Budget Detail and Payment Provisions

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:

Elise Williams
Department of Health Services
Cancer Prevention and Nutrition Section
1616 Capitol Avenue, Suite 74.516
MS 7204
P.O. Box 997413
Sacramento, CA 95899-7413

C. Invoices shall:

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

- 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 contract 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

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) \$917,166 for the budget period of 10/01/05 through 09/30/06.
 - 2) \$938,107 for the budget period of 10/01/06 through 09/30/07.
 - 3) \$959,675 for the budget period of 10/01/07 through 09/30/08.
- 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. Cumulative line item shifts of up to \$25,000 or 10% of the annual agreement total may be made, whichever is greater, up to a cumulative annual maximum of \$50,000, provided the annual agreement total does not increase or decrease.
- B. Line item shifts meeting these criteria shall not require a formal agreement amendment.
- C. Contractor shall adhere to State requirements regarding the process to follow in requesting approval to make line item shifts.
- D. Line item shifts may be proposed/requested by either the State or the Contractor.

Exhibit B
Budget Detail and Payment Provisions

7. Contractor's Local Share Requirements

A. The contractor shall contribute qualifying network nutrition education contributions from its own Local Share resources to the extent of the Contractor's Local Share as detailed in the Local Share Budgets signed and approved as final by the contractor. These Local 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 Local Share must be from a public, non-Federal source.* The Contractor's Local Share cannot be used to match

Exhibit B
Budget Detail and Payment Provisions

- 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 DHS. See provision 9 in this exhibit entitled, "Recovery of Overpayments" for more information.

9. Recovery of Overpayments

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

**Exhibit B, Attachment I
BUDGET
(Year 1)
(10/01/05 through 09/30/06)**

Personnel	\$357,347
Fringe Benefits (60% of Personnel)	\$214,408
Operating Expenses	\$ 75,992
Equipment	\$ 4,545
Travel	\$ 5,795
Subcontracts*	\$ 74,350
<u>Subcontractor Name</u> Dept. of Parks, Recreation and Marine	
Other Costs	\$ 48,366
Indirect Costs (23.85% of Total Personnel)	\$136,363
Total	\$ <u>917,166</u>

* See Exhibit B, Attachment I, Schedule 1, for subcontractor's budget breakdown.

**Exhibit B, Attachment I – Schedule 1
Subcontractor Budgets
(Year 1)
(10/01/05 through 09/30/06)**

Name of Subcontractor: Department of Parks, Recreation and Marine

<u>Expense Category</u>	<u>Totals</u>
Personnel	\$ 0
Fringe Benefits	\$ 0
Operating Expenses	\$ 7,140
Equipment	\$ 2,500
Travel	\$ 0
Subcontracts	\$ 0
Other Costs	\$ 64,710
Outreach Tools	\$ 2,800
Educational Materials	\$24,594
Nutrition Education Reinforcement Items	\$28,916
Nutrition Education Class Expenses	\$ 1,000
Food Demonstrations	\$ 7,400
Indirect Costs	\$ 0
Total Costs	\$ 74,350

The subcontractor's budget breakdown is displayed for informational purposes only. Changes to a subcontractor's identification or budget will not result in a formal contract amendment. Copies of the budget breakdown and any changes are on file with the State and the Contractor.

**Exhibit B, Attachment II
BUDGET
(Year 2)
(10/01/06 through 09/30/07)**

Personnel	\$372,073
Fringe Benefits (60% of Personnel)	\$223,243
Operating Expenses	\$ 73,515
Equipment	\$ 900
Travel	\$ 5,424
Subcontracts*	\$ 74,350
<u>Subcontractor Name</u>	
Dept. of Parks, Recreation and Marine	
Other Costs	\$ 46,620
Indirect Costs (23.85% of Total Personnel)	\$141,982
Total	\$ <u>938,107</u>

* See Exhibit B, Attachment II, Schedule 1, for subcontractor's budget breakdown.

**Exhibit B, Attachment II – Schedule 1
Subcontractor Budgets
(Year 2)
(10/01/06 through 09/30/07)**

Name of Subcontractor #1: Department of Parks, Recreation and Marine

<u>Expense Category</u>	<u>Totals</u>
Personnel	\$ 0
Fringe Benefits	\$ 0
Operating Expenses	\$ 7,140
Equipment	\$ 2,500
Travel	\$ 0
Subcontracts	\$ 0
Other Costs	\$ 64,710
Outreach Tools	\$ 2,800

**Exhibit B, Attachment III
BUDGET
(Year 3)
(10/01/07 through 09/30/08)**

Personnel	\$383,235
Fringe Benefits (60% of Personnel)	\$229,941
Operating Expenses	\$ 73,515
Equipment	\$ 845
Travel	\$ 6,394
Subcontracts*	\$ 74,350
<u>Subcontractor Name</u> Dept. of Parks, Recreation and Marine	
Other Costs	\$ 45,153
Indirect Costs (23.85% of Total Personnel)	\$146,242
Total	\$ <u>959,675</u>

* See Exhibit B, Attachment III, Schedule 1, for subcontractor's budget breakdown.

**Exhibit B, Attachment III – Schedule 1
Subcontractor Budgets
(Year 3)
(10/01/07 through 09/30/08)**

Name of Subcontractor #1: Department of Parks, Recreation and Marine

<u>Expense Category</u>	Totals
Personnel	\$ 0
Fringe Benefits	\$ 7,140
Operating Expenses	\$ 2,500
Equipment	\$ 0
Travel	\$ 0
Subcontracts	\$ 0
Other Costs	\$ 64,710
Outreach Tools	\$ 2,800
Educational Materials	\$24,594
Nutrition Education Reinforcement Items	\$28,916
Nutrition Education Class Expenses	\$ 1,000
Food Demonstrations	\$ 7,400
Indirect Costs	\$ 0
Total Costs	\$ 74,350

The subcontractor's budget breakdown is displayed for informational purposes only. Changes to a subcontractor's identification or budget will not result in a formal contract amendment. Copies of the budget breakdown and any changes are on file with the State and the Contractor.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance

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

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post consumer waste and secondary waste as defined in the Public Contract Code, Sections 12161 and 12200, in materials, goods, or supplies offered or products used in the performance of this Agreement, regardless of whether the product meets the required recycled product percentage as defined in the Public Contract Code, Sections 12161 and 12200. Contractor may certify that the product contains zero recycled content. (Pub. Contract Code §§ 10233, 10308.5, 10354)

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

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

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 304 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

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

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

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

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if



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

*18. UNION ACTIVITIES: For all contracts, except fixed price contracts of \$50,000 or less, the Contractor acknowledges that:

By signing this agreement Contractor hereby acknowledges the applicability of Government Code Section 16645 through Section 16649 to this agreement and agrees to the following:

- a) Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.
- b) No state funds received under this agreement will be used to assist, promote or deter union organizing.
- c) Contractor will not, for any business conducted under this agreement, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the state property is equally available to the general public for holding meetings.

Special Terms and Conditions

(For federally funded service contracts and grant awards)

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 "grant", "Grantee" and "Subgrantee" respectively.

Index of Special Terms and Conditions

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

1. Federal Equal Opportunity Requirements

(Applicable to all federally funded agreements.)

- 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 DHS, 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

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 DHS 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 DHS, the Contractor may request in writing to DHS, 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 contract funds.)

Reimbursement for travel and per diem expenses from DHS 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 DHS' 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 DHS upon the submission of a statement by the Contractor indicating that such rates are not available to the

- 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 DHS program contract manager, to have all remaining equipment purchased through DHS' Purchasing Unit. The cost of equipment purchased by or through DHS shall be deducted from the funds available in this agreement. Contractor shall submit to the DHS 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 DHS. The equipment will be delivered to the Contractor's address, as stated on the face of the agreement, unless the Contractor notifies the DHS 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 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 DHS, prior written authorization from the appropriate DHS program contract manager will be required before the Contractor will be

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

deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that DHS 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. DHS 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 miscellaneous property is furnished by DHS and/or when said items are purchased or reimbursed with state or federal funds.)

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

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

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

Upon receipt of equipment and/or miscellaneous property, the Contractor shall report the receipt to the DHS program contract manager. To report the receipt of said items and to receive property tags, Contractor shall use a form or format designated by DHS' Asset Management Unit. If the appropriate form (i.e., Contractor Equipment Purchased with DHS Funds) does not accompany this agreement, Contractor shall request a copy from the DHS 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 miscellaneous property to the DHS program contract manager using a form or format designated by DHS' Asset Management Unit. If an inventory report form (i.e., Inventory/Disposition of DHS-Funded Equipment) does not accompany this agreement, Contractor shall request a copy from the DHS program contract manager. Contractor shall:

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

- b. Title to state equipment and/or miscellaneous property shall not be affected by its incorporation or attachment to any property not owned by the State.
- c. Unless otherwise stipulated, DHS 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 miscellaneous 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 miscellaneous property.
 - (1) In administering this provision, DHS may require the Contractor and/or Subcontractor to repair or replace, to DHS' satisfaction, any damaged, lost or stolen state equipment and/or miscellaneous 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 DHS program contract manager.
- e. Unless otherwise stipulated by the program funding this agreement, equipment and/or miscellaneous property purchased/reimbursed with agreement funds or furnished by DHS under the terms of this agreement, shall only be used for performance of this agreement or another DHS 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 miscellaneous property to the DHS program contract manager and shall, at that time, query DHS as to the requirements, including the manner and method, of returning state equipment and/or miscellaneous property to DHS. Final disposition of equipment and/or miscellaneous property shall be at DHS expense and according to DHS instructions. Equipment and/or miscellaneous property disposition instructions shall be issued by DHS immediately after receipt of the final inventory report. At the termination or conclusion of this agreement, DHS may at its discretion, authorize the continued use of state equipment and/or miscellaneous property for performance of work under a different DHS agreement.
- g. **Motor Vehicles**

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

 - (1) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHS 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 DHS and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to DHS.
 - (2) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHS 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 DHS 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 DHS 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 period of contract extension 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 DHS under the terms of this agreement to the Contractor and/or

- 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 particulars 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 Administrative Manual Section 1233 subsection 3. View this publication at the following Internet address: <http://sam.dgs.ca.gov>.
- b. DHS 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 DHS 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

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 DHS, 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 32.

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 DHS, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by DHS 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 DHS, 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-

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.

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

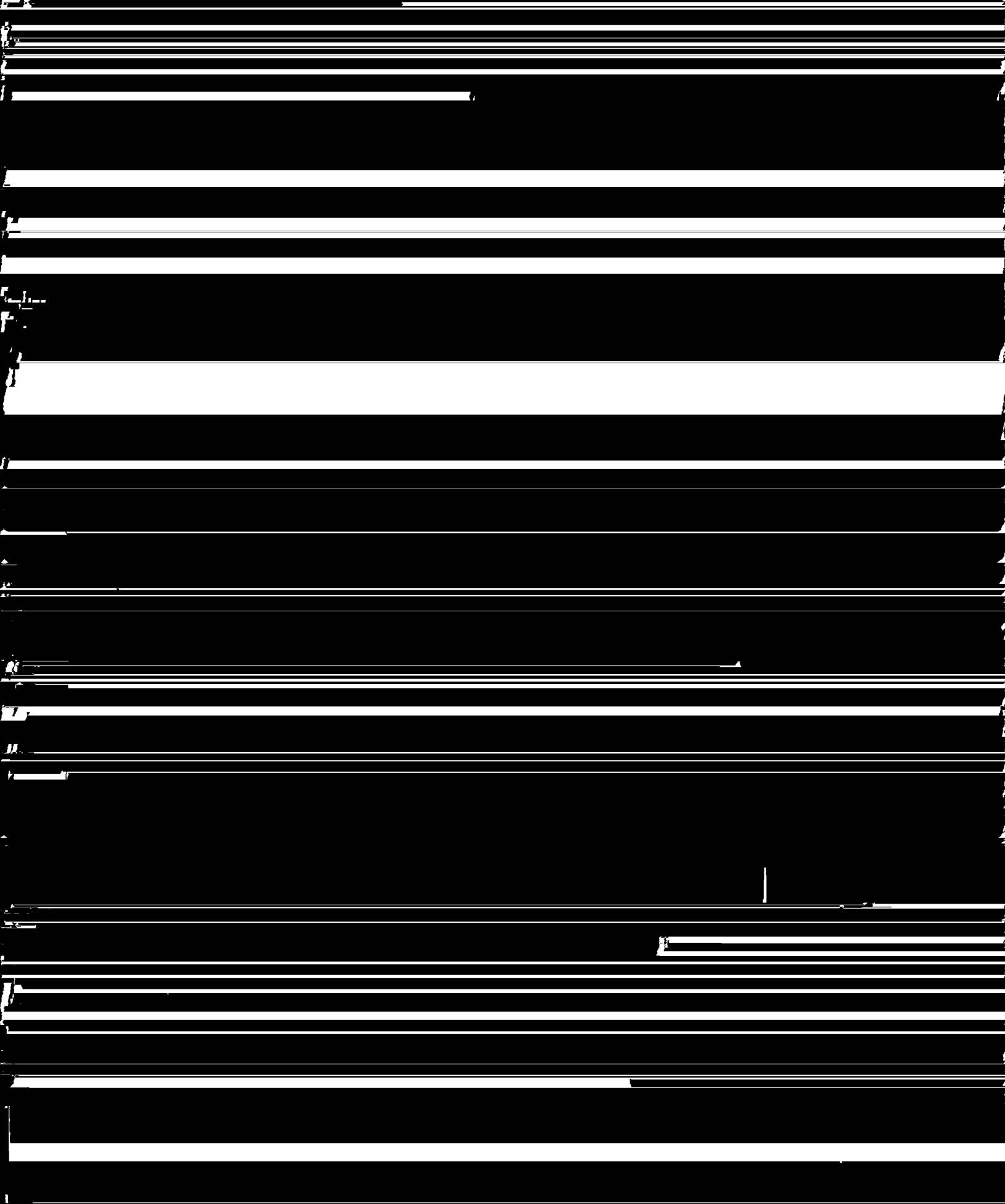
(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

- 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. DHS 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 DHS has agreed in a signed writing to accept a license, DHS 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 DHS 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



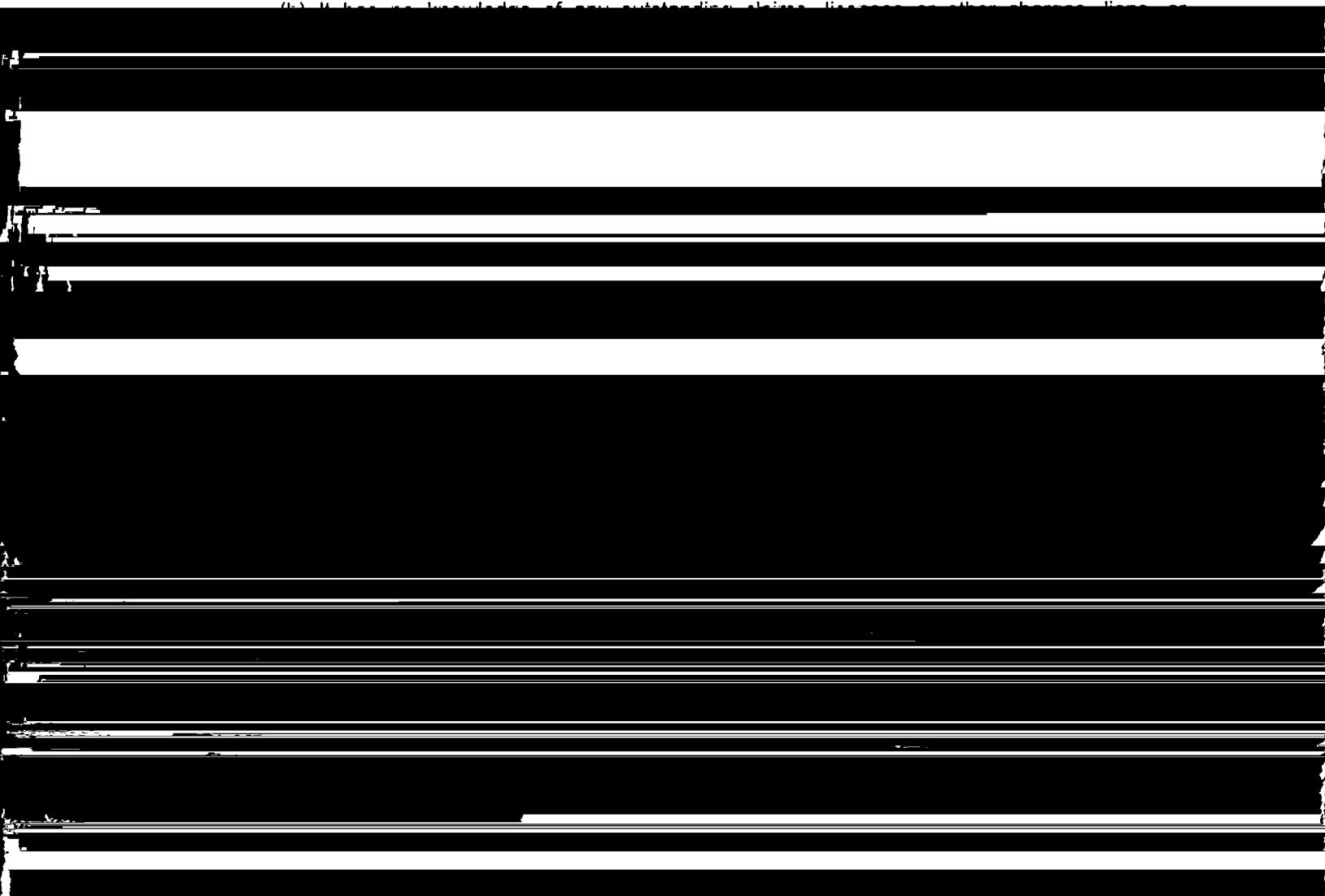
c. Copyright

- (1) Contractor agrees that for purposes of copyright law, all works [as defined in Section 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

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 DHS 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, liens, or other charges filed on



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, DHS 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 DHS for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges DHS would suffer irreparable harm in the event of such breach and agrees DHS 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, DHS 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

- 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 DHS 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 DHS without prior written authorization from the DHS program contract manager.
- 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.

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 contract 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 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 the Contractor believes there is a dispute arising from DHS' action in the administration of an agreement. If the Contractor believes there is a dispute or grievance between the Contractor and DHS, both parties shall follow the procedure outlined below.
 - (1) The Contractor should first discuss the problem informally with the DHS program contract manager. If the problem cannot be resolved at this stage, 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 make a determination on the problem within ten (10) working days after receipt of the written communication from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. Should the Contractor disagree with the Branch Chief's decision, the Contractor may appeal to the second level.
 - (2) The Contractor must prepare a letter indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the letter a copy of the Contractor's original statement of dispute with any supporting documents and a copy of the Branch Chief's response. This letter shall be sent to the Deputy Director of the division in which the branch is

- 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 by DHS, dispute, grievance and/or appeal correspondence shall be directed to the DHS program contract manager.

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 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, grants, or subventions to other governmental agencies or units of government nor contracts 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; 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, 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 \$300,000 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". *The \$300,000 threshold identified in this paragraph will increase to \$500,000 for federal fiscal years ending after December 31, 2003.* 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 DHS 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 \$300,000 or more in federal funds for the year covered by the audit report. *The \$300,000 threshold identified in this paragraph will increase to \$500,000 for federal fiscal years ending after December 31, 2003.*

- d. Two copies of the audit report shall be delivered to the DHS 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 DHS program contract manager shall forward the audit report to DHS' Audits and Investigations Unit.
- 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 DHS 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.

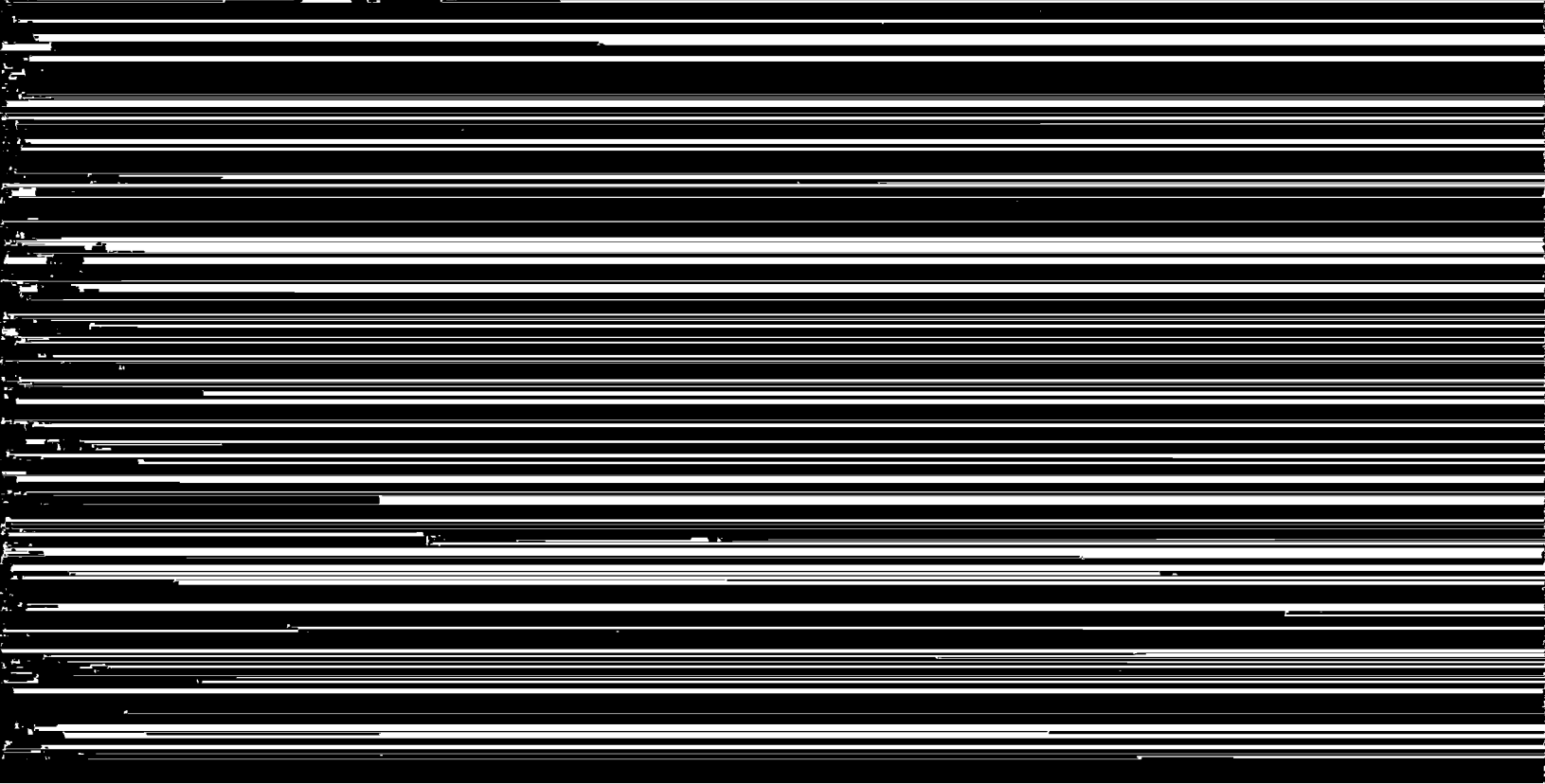
18. Novation Requirements

If the Contractor proposes any novation agreement, DHS shall act upon the proposal within 60 days after receipt of the written proposal. DHS 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, DHS 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.)



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

- 1) Local Share Budget(s) (signed and approved as final by the Contractor)
- 2) Local Incentive Award Program Guidelines Manual
- 3) Cancer Prevention and Nutrition Section Program Letters and any revisions thereto.

2. Contract Amendments

Should either party, during the term of this agreement, desire a change or amendment to the terms of this Agreement, such changes or amendments shall be proposed in writing to the other party, who will respond in writing as to whether the proposed changes/amendments are accepted or rejected. If accepted and after negotiations are concluded, the agreed upon changes shall be made through the State's official agreement amendment process. No amendment will be considered binding on either party until it is formally approved by the State.

- A. This agreement may be cancelled or terminated without cause by either party by giving thirty (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements.

- B. Upon receipt of a notice of termination or cancellation from DHS, Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent contract costs.

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 16645 through 16649 to this agreement. Furthermore, Grantee, by signing this agreement, hereby

- 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, DHS 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 contracts, 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 contract 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 contract period of one year. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of the agreement, the Contractor during a one-year agreement term may only claim up to three weeks of vacation and twelve days of sick leave 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

- (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, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract 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 DHS 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, 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, 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, grant, loan, or cooperative agreement.

STATE OF CALIFORNIA
DEPARTMENT OF HEALTH SERVICES

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~~

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
0348-0048

<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 style="padding-left: 100px;">Tier _____, if known:</p> <p style="text-align: center;">Congressional District, If known:</p>		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p style="text-align: center;">Congressional District, If known:</p>
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p style="text-align: center;">CDFA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p>	
<p>10. a. Name and Address of Lobbying Entity (If individual, last name, first name, MI):</p>	<p>b. Name and Address of Lobbying Entity (If individual, last name, first name, MI):</p>	
<p>(attach Continuation Sheets(s) SF-LLL-A, If necessary)</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 _____</p> <p style="text-align: right;">Value _____</p>		
<p>14. Brief Description of Services Performed or to be Performed and Dates(s) of Service, including Officer(s), Employee(s), or Member(s) Contracted for Payment indicated in item 11:</p> <p style="text-align: center;">(Attach Continuation Sheet(s) SF-LLL-A, If necessary)</p>		
<p>15. Continuation Sheet(s) SF-LLL-A 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 Title 31, U.S.C., Section 1352. This information will be reported to the Congress semiannually 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 \$19,000 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>		<p>Authorized for Local Reproduction Standard Form-LLL</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 recipients 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 - LLL - A 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-90401."
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.
10. (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 made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative 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-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and renewing 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

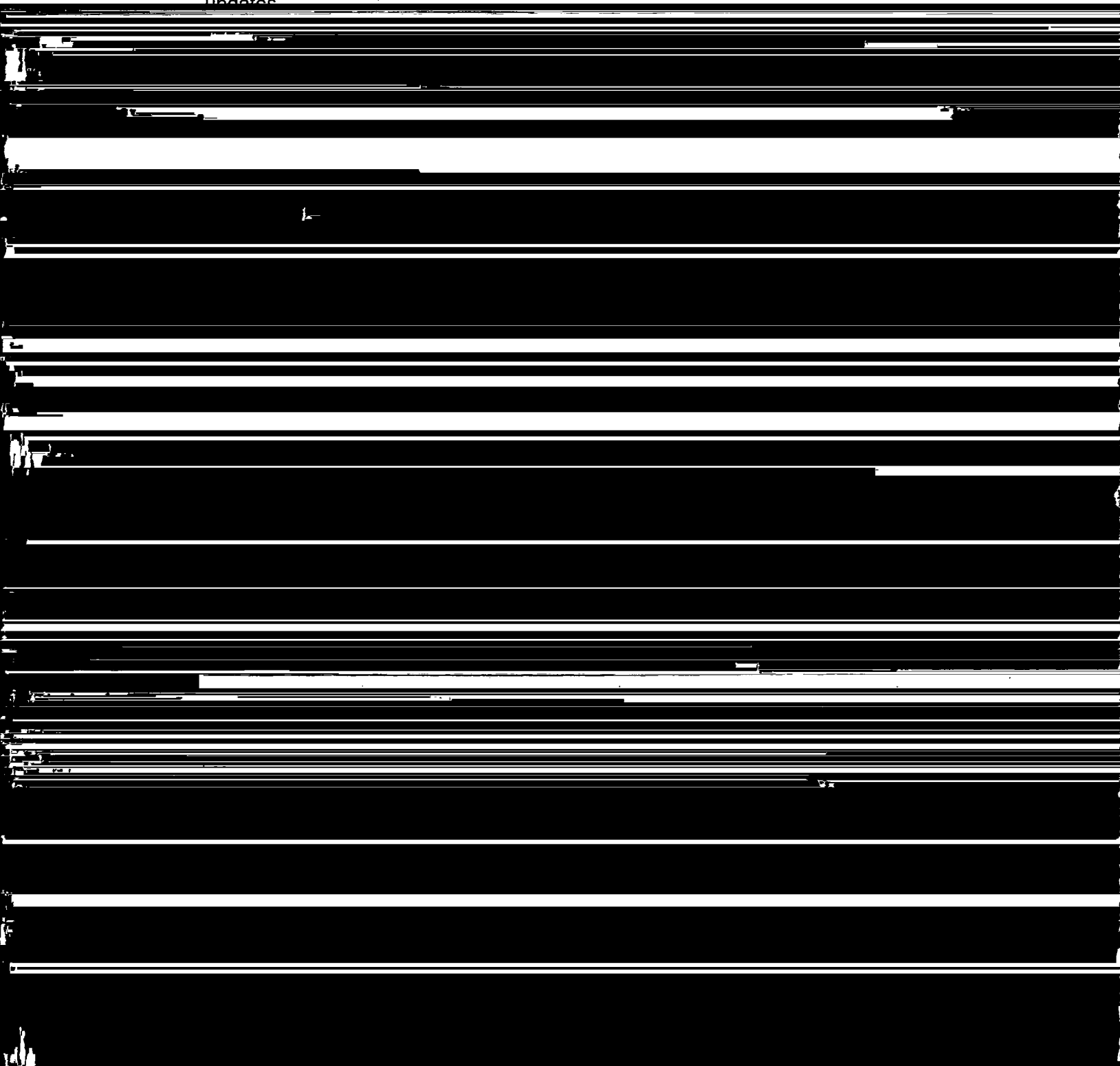
- A. The following documents and any subsequent updates are not attached, but are incorporated herein and made a part hereof by this reference. These documents may be updated periodically by DHS, as required by program directives. DHS shall provide the Contractor with copies of said documents and any periodic updates thereto, under separate cover. DHS will maintain on file, all documents referenced herein and any subsequent updates.
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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 contract would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the contract.
- 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 DHS 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 DHS to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by DHS and cannot be resolved to the satisfaction of DHS, the conflict will be grounds for terminating the contract. DHS may, at its discretion upon receipt of a written request from the Contractor, authorize an extension of the timeline indicated herein.

5. Freeze Exemptions

(Applicable only to local government agencies.)

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

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 05-45516 entered into between the State of California Department of Health Services (DHS) 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 percentage (0% to 100%) of the materials, goods, supplies or products offered or used in the performance of the above referenced contract meets or exceeds the minimum percentage of recycled material, as defined in Public Contract Code Sections 12161 and 12200.

Reminder to Return State Equipment/Property (If Applicable)

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

Unless DHS has approved the continued use and possession of State equipment (as defined in the above referenced contract) for use in connection with another DHS agreement, Contractor agrees to promptly initiate arrangements to account for and return said equipment to DHS, at DHS'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 TO THE FINAL INVOICE

Contractor's Legal Name (as on contract): City of Long Beach

Signature of Contractor or Official Designee: _____ Date: _____

Printed Name/Title of Person Signing: _____

DHS Distribution: Accounting (Original) Program

Travel Reimbursement Information
Effective July 1, 2004

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 DPA lodging rates may be approved by DHS 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 by the program funding the agreement. Verbal approval shall be followed up in writing or email.*

2. If any of the reimbursement rates stated herein are changed by the Department of Personnel Administration, no formal contract amendment will be required to incorporate the new rates. However, DHS shall inform the contractor, in writing, of the revised travel reimbursement rates.
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 or her car for transportation, the rate of pay will be **34 cents** maximum per mile. If the contractor is a person with a disability who must operate a motor vehicle on official state business and who can operate only specially equipped or modified vehicles they may claim a rate of **37 cents** per mile. If a contractor uses his or her 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.*

INSTRUCTIONS FOR HAS 1203
(Please read carefully.)

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

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

1. If the item was shipped via the DHS warehouse and was issued a state/DHS property tag by warehouse staff, fill in the assigned property tag. If the item was shipped directly to the Contractor, leave the first column blank.
2. Provide the quantity, description, purchase date, base unit cost, and serial number (if applicable) for each item of:

A. Major Equipment:

- Tangible item having a base unit cost of \$5,000 or more and a life expectancy of one (1) year or more.
- Intangible item having a base unit cost of \$5,000 or more and a life expectancy of one (1) year or more (e.g., software, video).

These items are issued green numbered state/DHS property tags.

B. Minor Equipment: Tangible item having a base unit cost less than \$5,000 with a life expectancy of one (1) year or more and listed on DHS AM's "Minor Equipment List". (A "Minor Equipment List" can be printed from HAM Section 2-1030.) **These items are issued green numbered state/DHS property tags.**

C. Miscellaneous Property: Specific tangible items with a life expectancy of one (1) year or more that are purchased with DHS funds (furniture, cabinets, typewriters, desktop calculators, portable dictators, nondigital cameras.) **These items are issued green unnumbered "BLANK" state/DHS property tags.** NOTE: It is DHS policy not to tag modular furniture. (See your Federal rules, if applicable.)

3. Provide the DHS Purchase Order (STD 65) number if the items were purchased by DHS. (See HAM, Section 2-1050.1.)
4. If a vehicle is being reported, provide the Vehicle Identification Number (VIN) and the vehicle license number to DHS Vehicle Services. (See HAM, Section 2-10050.)
5. If all items being reported do not fit on one form, make copies and write the number of pages being sent in the upper right-hand corner (e.g., "Page 1 of 3.") The DHS Program Contract Manager should retain one copy and send the original to: Department of Health Services, Asset Management, P.O. Box 997413, 1501 Capitol Avenue, Suite 71.2101, MS 1404, Sacramento, CA 95899-7413.
6. Property tags that have been lost or destroyed must be replaced. Replacement property tags can be obtained by contacting AM (916) 650-0124.
7. Use the version on the DHS Intranet forms site. The HAS 1203 consists of one page for completion and one page with information and instructions.

INVENTORY/DISPOSITION OF DHS-FUNDED EQUIPMENT

Current contract number: 05-45516

Date current contract expires: 09/30/08

Previous contract number (if applicable): 03-75498

DHS program name: Cancer Prevention & Nutrition Section

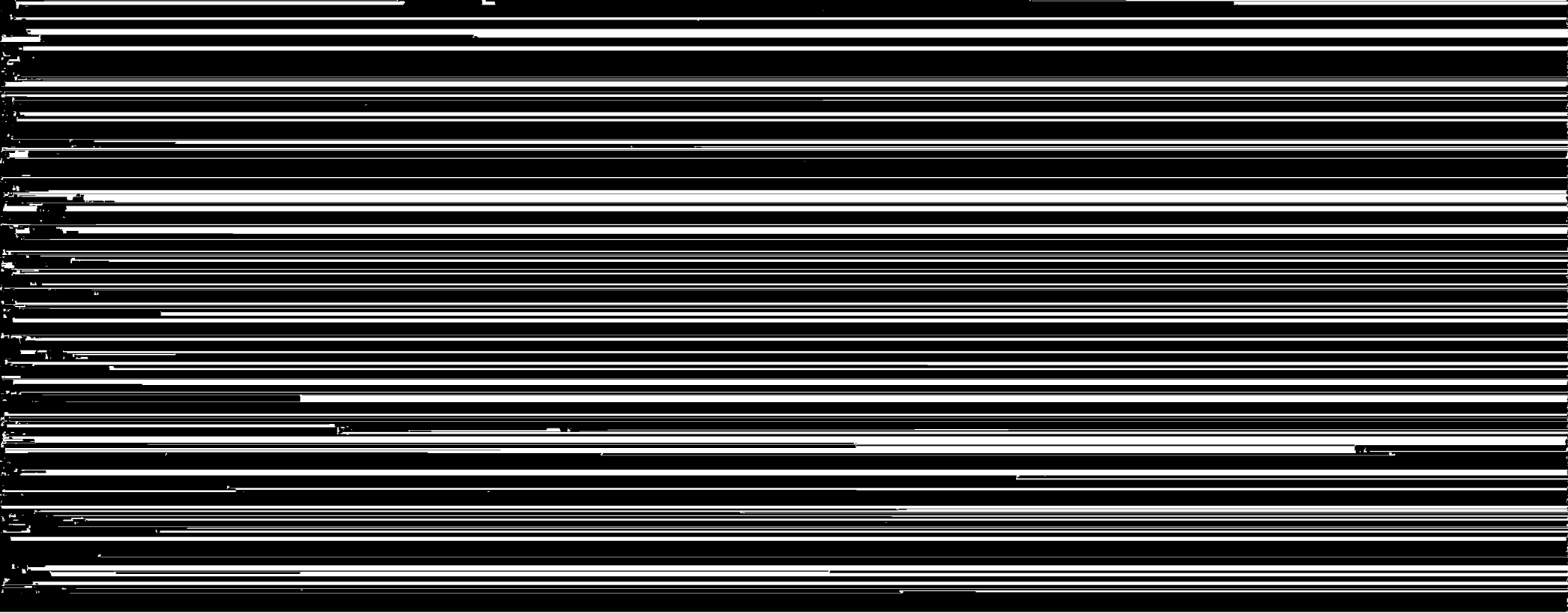
Contractor's name: City of Long Beach

DHS program contract manager: Elise Williams

DHS program address: 1616 Capitol Ave., Ste. 74.516, MS 7204,

Contractor's complete address: 2525 Grand Avenue,

PO Box 997416, Sacramento, CA 95899-7413



INSTRUCTIONS FOR HAS 1204
(Please read carefully.)

The information on this form will be used by the California Department of Health Services (DHS) Asset Management (AM) to; (a) conduct an inventory of DHS equipment and property (see definitions A, B, and C) in the possession of the Contractor and/or Subcontractors, and (b) dispose of these same items. Report all items, regardless of the items' ages, per number 1 below, purchased with DHS funds and used to conduct state business under this contract. (See Health Administrative Manual (HAM) Section 9.1060 and Section 9.2210.)

1) Local Share Budget(s) (signed and approved as final by the Contractor)