

RESOLUTION NO. 2014-0354

Adopted by the Sacramento City Council

October 28, 2014

AUTHORIZING ACCEPTANCE OF A GRANT AWARD FROM AND APPROVING AGREEMENT WITH HEALTH EDUCATION COUNCIL, INC. FOR OUT-OF-SCHOOL NUTRITION EDUCATION AND PHYSICAL ACTIVITY PROGRAMS AND RELATED BUDGET ACTIONS

BACKGROUND

- A. The Parks and Recreation Department has been awarded a 19-month grant for up to \$215,934 from the Health Education Council, Inc., for the period February 21, 2014, to September 30, 2015. The grant may be renewed for an additional 12 months and approximately \$110,000 in additional funding.
- B. The City's Sacramento START (Students Today Achieving Results for Tomorrow) program will provide out-of-school nutrition education and physical activity programs at up to 33 elementary schools where the Sacramento START program already operates. The focus will be on increasing the consumption of fruits and vegetables, decreasing the consumption of sugar-sweetened beverages, and increasing physical activities of the elementary school-age children.
- C. Expenditures of \$62,996.52 were incurred after February 21, 2014, the effective date of the grant agreement, through September 30, 2014. Ratification of these prior expenditures is requested.
- D. The program will be budgeted in the START Fund 2501. Matching funds are not required and no General Fund support is needed.

BASED ON THE FACTS SET FORTH IN THE BACKGROUND, THE CITY COUNCIL RESOLVES AS FOLLOWS:

- Section 1. The City Manager or his designee is authorized to accept a grant and execute an agreement with the Health Education Council, Inc., (HEC) for the Sacramento START program to provide out-of-school nutrition education and physical activity programs from February 21, 2014, to September 30, 2015, in the amount of up to \$215,934.
- Section 2. The City Manager or his designee is authorized to accept additional grants and enter into a renewal or new agreement with HEC for the same or similar

programs for the 2015/16 federal fiscal year through September 30, 2016, subject to approval as to form by the City Attorney, if the renewal or new agreement contains substantially the same contract terms and conditions and the services can be provided by the Sacramento START program and require no additional General Fund support.

Section 3. Prior expenditures made from February 21, 2014, to September 30, 2014, in reliance on the grant award in the amount of \$62,996.52 are ratified.

Section 4. The City Manager or his designee is authorized to establish an operating grant project (G19020500) and establish revenue and expenditure budgets for the grant(s) to implement the agreements with HEC.

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Exhibit A - Health Education Council agreement

Adopted by the City of Sacramento City Council on October 28, 2014, by the following vote:

Ayes: Members Ashby, Cohn, Fong, Hansen, McCarty, Schenirer, and Warren

Noes: None

Abstain: None

Absent: Mayor Johnson

Vacant: District 8

Attest:

Digitally signed by Shirley A. Concolino
DN: cn=Shirley A. Concolino, o=City of Sacramento, ou=City Clerk, email=sconcolino@cityofsacramento.org, c=US
Date: 2014.10.29 12:03:32 -07'00'

Shirley Concolino, City Clerk

CONTRACT FOR SERVICES

This Contract for Services ("**Agreement**"), made this 15th day of September, 2014, is between **Health Education Council, Inc. ("CLIENT")**, having a principal place of business at **3950 Industrial Blvd, Ste. 600, West Sacramento, CA 95691**, and City of Sacramento START Program ("**CONTRACTOR**"), having a principal place of business at **5735 47th Avenue, Sacramento, CA 95820**.

ARTICLE 1. TERM OF CONTRACT

This Agreement will become effective on February 21, 2014 ("**Effective Date**"), and will continue in effect until September 30, 2015, unless terminated in accordance with this Agreement. Subject to funding and performance, this Agreement will be renewed each federal fiscal year and shall end on September 30, 2016.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

It is the express intention of the parties that CONTRACTOR is an independent contractor and not an employee, agent, joint venturer or partner of CLIENT. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between CLIENT and CONTRACTOR or any employee or agent of CONTRACTOR. Both parties acknowledge that CONTRACTOR is not an employee of CLIENT for state or federal tax purposes. CONTRACTOR shall be appropriately licensed and shall retain the right to perform services for others during the term of this Agreement.

ARTICLE 3. SERVICES TO BE PERFORMED BY CONTRACTOR**Specific Services**

Section 3.01. CONTRACTOR agrees to perform the services under this Agreement which are described in Addendum A attached hereto and incorporated by reference herein. CONTRACTOR agrees to be available at all times to perform such assignments which CONTRACTOR is qualified to perform, provided that reasonable notice is provided in advance of such assignments. CONTRACTOR shall have the right to refuse to perform specific requests by CLIENT to provide any services not contemplated by this Agreement.

Method of Performing Services

Section 3.02. CONTRACTOR will determine the method, details, and means of performing the above-described services. CLIENT shall have no right to, and shall not, control the manner or determine the method of accomplishing CONTRACTOR's services.

Use of Proprietary Information

Section 3.03. CONTRACTOR agrees it will not copy, reproduce, make any unauthorized use of or disclose to any other person or firm any of CLIENT's confidential or proprietary information given to or made available to CONTRACTOR in the performance of its services under this Agreement. Confidential or proprietary information includes, but is not limited to partner information, marketing strategies, compensation data, budget information, statistical data, research and development programs, employee data, and financial information, in each whether or not labeled as confidential.

Acknowledgement of Support

Section 3.04. CONTRACTOR shall get pre-approval from CLIENT and use the approved NEOPB acknowledgments located at <http://www.cachampionsforchange.cdph.ca.gov/Library/> for any and all publications, journal articles, audio-visual materials or related material which is derived from or results from CONTRACTOR's efforts under this Agreement.

Publicity

Section 3.05. CONTRACTOR agrees that it will not publish or promulgate the services contracted for or the existence of this Agreement without the prior written consent of CLIENT. Any news release or other communication with the media is subject to review by CLIENT prior to release by CONTRACTOR.

Employment of Assistants

Section 3.06. CONTRACTOR may, at CONTRACTOR's own expense, employ such assistants as CONTRACTOR deems necessary to perform the services required of CONTRACTOR by this Agreement. CLIENT may not control, direct, or supervise CONTRACTOR's assistants or employees in the performance of those services. CONTRACTOR assumes full and sole responsibility for the supervision and payment of all compensation and expenses of these assistants and for all state and federal income tax, unemployment insurance, Social Security, disability insurance and other applicable withholdings.

Subcontracts

Section 3.07. CONTRACTOR shall not subcontract the scope of services of this Agreement without CLIENT's prior written consent. CONTRACTOR assumes full and sole responsibility for the supervision and payment of all compensation and expenses of any subcontractors and for all state and federal income tax, unemployment insurance, Social Security, disability insurance and other applicable withholdings. All subcontracts shall include all applicable provisions of this Agreement.

Place of Work

Section 3.08. CONTRACTOR shall perform the services required by this Agreement at any place or location and at such times as CONTRACTOR shall determine. When assignments require work to be performed on CLIENT's premises, CLIENT agrees to provide space on its premises for use by CONTRACTOR while performing these services, provided that, absent agreement to the contrary, the space is used only during hours of work regularly scheduled by CLIENT.

ARTICLE 4. COMPENSATION

Section 4.01. As compensation for services rendered under this Agreement, CONTRACTOR shall be entitled to receive compensation from CLIENT as provided in "Addendum B," attached hereto and incorporated by reference herein. CONTRACTOR understands and agrees that the terms of compensation set forth in Addendum B may be modified, changed, rescinded or amended by CLIENT at any time with or without good cause or reason, upon fourteen (14) days written notice, with effect from the end of such period. CONTRACTOR will be deemed to have accepted any changes or modifications in said Addendum by continuing in the employment of CLIENT after the effective date thereof.

IRS Form 1099M

Section 4.02. CONTRACTOR will be provided with an IRS Form 1099M after the end of the calendar year.

Invoices

Section 4.03. Unless otherwise agreed to in writing in Addendum B, payment to CONTRACTOR under this Agreement shall be governed by this Section 4.03. CONTRACTOR shall submit invoices for all services rendered under this Agreement monthly, within forty-five (45) days after the end of the month. Invoices shall be accompanied by supporting documentation for any pass-through costs which CLIENT has agreed to pay. Any invoice submitted after the termination date hereof set forth in Article 1 shall be presumed to be the final invoice hereunder and will be the last invoice paid by CLIENT hereunder unless CONTRACTOR notifies CLIENT to expect a further invoice. In any event, CONTRACTOR agrees that all amounts due to CONTRACTOR hereunder shall be invoiced no later than 60 days after termination of services hereunder (whether as a function of the date in Article 1 or otherwise). CONTRACTOR understands that CLIENT is subject to its own funding constraints which necessitate the foregoing presumptions.

Expenses

Section 4.04. CONTRACTOR shall be responsible for all costs and expenses incidental to the performance of services for CLIENT, including, but not limited to, all costs of equipment provided by CONTRACTOR, all fees, fines, licenses, bonds or taxes required of or imposed against CONTRACTOR and all other of CONTRACTOR's costs

of doing business. Unless otherwise agreed to in writing, CLIENT shall be responsible for no expenses incurred by CONTRACTOR in performing services for CLIENT. When CLIENT does agree to pay any expenses associated with this Agreement, CONTRACTOR shall exercise all reasonable efforts to minimize those expenses. CONTRACTOR shall maintain all expense records for at least three years.

ARTICLE 5. OBLIGATIONS OF CONTRACTOR

Tools and Instrumentalities

Section 5.01. CONTRACTOR will supply all tools, equipment, and instrumentalities required to perform the services under this Agreement. CONTRACTOR is not required to purchase or rent any tools, equipment or services from CLIENT.

Workers' Compensation

Section 5.02. CONTRACTOR agrees to provide workers' compensation insurance for CONTRACTOR and CONTRACTOR's employees and agents, if any, before commencing the performance of this Agreement (Labor Code Section 3700) and agrees to hold harmless and indemnify CLIENT for any and all claims arising out of any injury, disability, or death of any of CONTRACTOR's employees or agents.

Indemnification of Liability

Section 5.03. CONTRACTOR shall indemnify and hold harmless CLIENT, its officers, agents, and employees from any and all liability imposed or claimed and losses, including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure of CONTRACTOR or CONTRACTOR's assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property. Furthermore, in accepting this Agreement, CONTRACTOR represents that CONTRACTOR currently carries automobile liability insurance for injuries to person(s) and property, and that this coverage is sufficient to protect CLIENT from any claim for injuries or damages caused by CONTRACTOR while traveling in CONTRACTOR's automobile in the course of activities. **A certificate of insurance must be on file with CLIENT at the time of contract execution. Said certificate of insurance must show CLIENT as an additional insured. For natural person consultants, documentation of automobile liability insurance must be on file with CLIENT prior to CONTRACTOR commencing activities.**

Assignment

Section 5.04. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by CONTRACTOR without the prior written consent of CLIENT.

State and Federal Taxes

Section 5.05. As CONTRACTOR is not CLIENT's employee, CONTRACTOR is responsible for paying all required state and federal taxes. In particular:

- CLIENT will not withhold FICA (Social Security) from CONTRACTOR's payments;
- CLIENT will not make state or federal unemployment insurance contributions on behalf of CONTRACTOR;
- CLIENT will not withhold state or federal income tax from payment to CONTRACTOR;
- CLIENT will not make disability insurance contributions on behalf of CONTRACTOR; and
- CLIENT will not obtain workers' compensation insurance on behalf of CONTRACTOR.

ARTICLE 6. OBLIGATIONS OF CLIENT

Cooperation of CLIENT

Section 6.01. CLIENT agrees to comply with all reasonable requests of CONTRACTOR and provide access to all documents reasonably necessary to the performance of CONTRACTOR's duties under this Agreement.

Assignment

Section 6.02. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by CLIENT without the prior written consent of CONTRACTOR.

ARTICLE 7. GENERAL PROVISIONS

Notices

Section 7.01. Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid, with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two days after mailing.

Entire Agreement of the Parties

Section 7.02. This Agreement supersedes any and all agreements, either oral or written, between the parties hereto with respect to the rendering of services by CONTRACTOR for CLIENT and contains all the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or

agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged.

Partial Invalidity

Section 7.03. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

Attorney's Fees

Section 7.04. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

Governing Law

Section 7.05. This Agreement will be governed by and construed in accordance with the laws of the State of California.

Additional Provisions

Section 7.06. The additional provisions contained in Addendum A, B, C, D, and E and Addendum B Exhibit 1 attached hereto are part of this Agreement and are incorporated herein by reference.

Effective Date and Signature

Section 8.07. This Agreement shall be effective upon the signature of CLIENT and CONTRACTOR authorized officials. CLIENT and CONTRACTOR have caused this Agreement to be duly executed by their signatures below.

Arbitration of Disputes

Section 9.01 In the event of any dispute involving the construction or interpretation of this Agreement or any claim of a breach of this Agreement, Contractor and Client agree that the dispute shall be subject to final and binding arbitration before a single arbitrator. The party raising such a dispute or claim shall submit the same to The American Arbitration Association in Sacramento, California for resolution in accordance with its Commercial Arbitration Rules. The parties shall be entitled to engage in such discovery as permitted by the Rules. Following a hearing on the merits, the arbitrator shall issue a

written opinion setting forth the facts and applicable law, and the award, if any. The decision of the arbitrator shall be final and enforceable in California Superior Court. Executed at West Sacramento, California, on the date and year first above written.

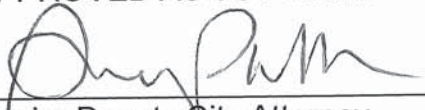
CITY OF SACRAMENTO
CONTRACTOR

94-6000410
Federal Tax I.D. Number

By: _____
Print Name: James L. Combs
Title: Director of Parks and Recreation

For: John F. Shirey, City Manager

APPROVED AS TO FORM:



Senior Deputy City Attorney

ATTEST:

City Clerk

HEALTH EDUCATION COUNCIL
CLIENT

By: 

Name: Debra S. Oto-Kent, MPH
Title: Executive Director, Health Education Council, Inc.

ADDENDUM A to AGREEMENT
between HEALTH EDUCATION COUNCIL, INC.,
hereinafter referred to as "CLIENT", and
CITY OF SACRAMENTO SACRAMENTO START PROGRAM,
hereinafter referred to as "CONTRACTOR"

SPECIFIC SERVICES AND SCOPE OF WORK

I. SERVICE DELIVERY REQUIREMENTS

- A. CONTRACTOR agrees to perform the services under this Agreement as described in this Addendum A.
- B. CONTRACTOR agrees to:
 - 1. Ensure all educational/promotional materials and products provided through Supplemental Nutrition Assistance Program-Education (SNAP-Ed) funds include the following:
 - a) Approved SNAP-Ed acknowledgment/funding statement provided by CLIENT.
 - b) Approved NEOPB logo provided by CLIENT.
 - 2. Update electronic Activity Tracking Form (electronic ATF) monthly.
- C. The following documents and any subsequent updates are not attached, but are incorporated herein and made a part hereof by this reference. These documents may be updated periodically by CDPH as required by program directives.
 - 1. **Network - Approved Nutrition Education Materials**
List <http://www.cdph.ca.gov/programs/cpns/Documents/Network-ApprvNutEdMaterList.pdf>
 - 2. **SNAP-Ed Allowable and Unallowable Costs**
Chart <http://www.cdph.ca.gov/programs/cpns/Documents/Updated%20Network-AllowUnallowCosts-2014.pdf>
 - 3. **California Department of Public Health Exhibit H: Information Privacy (Confidentiality) and Security Requirements (For Non-HIPAA/HITECH Act Contracts)**
<http://www.cdph.ca.gov/programs/cpns/Documents/LFNE-RFA2011-ExhH-IPSR.doc>
- D. CONTRACTOR agrees to provide the services and deliverables, and meet the goals and objectives described below.

PROGRAM: CONTRACT WITH THE CITY OF SACRAMENTO, DEPARTMENT OF PARKS AND RECREATION, SACRAMENTO START FOR AFTERSCHOOL PROGRAMS

GOAL: Supplemental Nutrition Assistance Program-Education (SNAP-Ed) participants and those eligible up to 185 percent Federal Poverty Level (FPL) are educated and receive support to consume healthy foods and beverages, reduce consumption of less healthy foods and beverages and to increase physical activity. These are the behavioral outcomes that the United States Department of Agriculture (USDA) expects and have the potential to reduce the prevalence of obesity and the onset of related chronic diseases in the SNAP-Ed population.

OBJECTIVE 1: By September 30, 2016, CONTRACTOR will annually engage a minimum of 29 after-school programs in the SNAP-Ed target neighborhoods to reach 7,200 children (approximately 2,400 /year) and 2000 parents (approximately 650/year) to increase nutrition education and physical activity opportunities at each site. At least 12 sites will implement 1 or more, policy, system or environmental (PSE) change as it relates to increased consumption of fruits and vegetables and/or decrease consumption of sugar sweetened beverages and/or increased physical activity.

Social Ecological Model:

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

| | Responsible Party | Deliverables | Timeframe |
|--|--|---|---|
| <p>Activities – City of Sacramento, Department of Parks and Recreation, Sacramento START for Afterschool Programs</p> <p>1. Recruit and hire a Project Coordinator to oversee the afterschool program activities.</p> | <p>Administrator</p> | <p>Staffing change report form</p> | <p>02/21/14 – 09/30/14</p> |
| <p>2. Participate in all required and recommended NEOPB trainings, webinars and activities related to school based education.</p> | <p>Project Coordinator Coordinator of Other Programs</p> | <p>Agendas (on file) Activity tracking form (ATF)</p> | <p>02/21/14 – 9/30/14 10/1/14 – 9/30/15 10/1/15 – 9/30/16</p> |

| Activities – City of Sacramento, Department of Parks and Recreation, Sacramento START for Afterschool Programs | Responsible Party | Deliverables | Timeframe |
|--|--|---|---|
| <p>3. Recruit staff and provide a minimum of 3 Train-the-Trainer trainings to those conducting nutrition education in qualifying afterschool programs. Topics may include the following:</p> <ul style="list-style-type: none"> a. Utilizing NEOPB approved nutrition education materials in the classroom, after-school programs, parent education, cafeterias, etc. b. Information on promotion of evidence based PA programs and how they can be linked with nutrition education through NEOPB approved material. c. Creating a healthy school environment such as healthy school parties, not using food for rewards, modelling healthy eating behaviours, etc. | <p>Project Coordinator Coordinator of Other Programs</p> | <p>Training agenda Training materials (on file) ATF</p> | <p>02/21/14 – 9/30/14 10/1/14 – 9/30/15 10/1/15 – 9/30/16</p> |
| <p>4. Provide each qualifying afterschool program with NEOPB approved nutrition and physical activity educational materials. This may include food and food supplies to conduct nutrition education and tasting demonstrations to reach a total of 2,400 students each year.</p> | <p>Project Coordinator Coordinator of Other Programs</p> | <p>ATF</p> | <p>02/21/14 – 9/30/14 10/1/14 – 9/30/15 10/1/15 – 9/30/16</p> |
| <p>5. Educate and engage at least 650 SNAP-eligible parents each year regarding nutrition and increased physical activity efforts. Parents may be reached through a variety of settings that include afterschool events, direct education, newsletters, etc.</p> | <p>Project Coordinator Coordinator of Other Programs</p> | <p>ATF Educational materials Photos</p> | <p>02/21/14 – 9/30/14 10/1/14 – 9/30/15 10/1/15 – 9/30/16</p> |
| <p>6. Attend a minimum of 1 NEOPB-sponsored “rethink your drink” nutrition education Train the Trainer workshop.</p> | <p>Coordinator of Other Programs</p> | <p>Training agenda (on file) ATF</p> | <p>02/21/14 – 9/30/14 10/1/14 – 9/30/15 10/1/15 – 9/30/16</p> |

| Activities – City of Sacramento, Department of Parks and Recreation, Sacramento START for Afterschool Programs | Responsible Party | Deliverables | Timeframe |
|--|--|---|--|
| 7. Provide nutrition education promoting healthy beverage options including taste tests at least 4 times each year at each qualifying afterschool program. All educational materials and displays must be submitted to HEC for pre-approval by the County. | Project Coordinator Coordinator of Other Programs | Approval documentation (on file) Photos ATF | 02/21/14 – 9/30/14 10/1/14 – 9/30/15 10/1/15 – 9/30/16 |
| 8. Advertise and/or distribute CalFresh program information to each qualifying afterschool program at least 2 times per year. | Project Coordinator | Results provided to County evaluator | 02/21/14 - 9/30/14; 10/1/14 - 9/30/15; 10/1/15 – 9/30/16 |
| 9. Conduct Key Informant Interviews (KIIs) with at least 12 qualifying afterschool programs to assess wellness policies, foods available at program-related events, interest and capacity in implementing a PSE change. | Project Coordinator Coordinator of Other Programs | KII summary report ATF | 02/21/14 – 9/30/14 10/1/14 – 9/30/15 10/1/15 – 9/30/16 |
| 10. Collaborate with HEC to develop an evaluation plan and tools/activities for all afterschool program activities, including the development of a KII questionnaire and evaluation measures to assess all PSE outcomes. | Project Coordinator Coordinator of Other Programs | Evaluation plan, tools and reports | 02/21/14 – 9/30/14 10/1/14 – 9/30/15 10/1/15 – 9/30/16 |

| Activities – City of Sacramento, Department of Parks and Recreation, Sacramento START for Afterschool Programs | Responsible Party | Deliverables | Timeframe |
|---|--|---|---|
| <p>11. Provide technical assistance to afterschool administration and associated stakeholders to implement PSE changes, such as:</p> <ul style="list-style-type: none"> a. Engage local farmers and growers to establish a Farm to School program(s). b. Develop a school gardening project that includes garden-based nutrition education c. Support implementation of healthy food procurement policies in vending machines, fundraiser activities, school events. d. Update wellness policy to reduce access to sugar-sweetened beverages and provide healthier beverage options in appropriate serving sizes on campus. e. Other, upon mutual approval by Client and Contractor. | <p>Project Coordinator Coordinator of Other Programs</p> | <p>Summary of PSE change Photos ATF</p> | <p>02/21/14 – 9/30/14 10/1/14 – 9/30/15 10/1/15 – 9/30/16</p> |
| <p>12. Attend quarterly Community Nutrition Action Plan (CNAP) meetings facilitated by the County.</p> | <p>Project Coordinator Coordinator of Other Programs</p> | <p>ATF</p> | <p>02/21/14 - 9/30/14 10/1/14 - 9/30/15 10/1/15 – 9/30/16</p> |
| <p>13. Appropriate staff should complete and maintain <i>ServSafe California Food Handler</i> certification.</p> | <p>Project Coordinator Coordinator of Other Programs</p> | <p>Certificate of Completion</p> | <p>02/21/14 – 9/30/14 10/1/14 – 9/30/15 10/1/15 – 9/30/16</p> |
| <p>14. Update Activity Tracking Form (ATF) monthly.</p> | <p>Project Coordinator</p> | <p>Completed ATF</p> | <p>03/05/14 – 10/5/14 11/5/14 – 10/5/15 11/5/15 – 10/5/16</p> |

| Activities – City of Sacramento, Department of Parks and Recreation, Sacramento START for Afterschool Programs | Responsible Party | Deliverables | Timeframe |
|---|---------------------|-----------------------------|--|
| 15. Submit monthly invoices to HEC using the provided invoice template Addendum B, Exhibit 2. | Project Coordinator | Completed quarterly reports | 02/21/14 – 10/5/14 November/15 – 10/5/15 November/16 – 10/5/16 |

**ADDENDUM B to AGREEMENT
between HEALTH EDUCATION COUNCIL, INC.,
hereinafter referred to as "CLIENT", and
CITY OF SACRAMENTO SACRAMENTO START PROGRAM,
hereinafter referred to as "CONTRACTOR"**

FUNDING AND COMPENSATION

I. FUNDING AND COMPENSATION

- A. CONTRACTOR shall be entitled to receive compensation for services rendered under this Agreement from CLIENT as provided in Addendum B Exhibit 1, the approved budget, attached hereto and incorporated by reference herein.
- B. Compensation under this Agreement shall be limited to the maximum total payment amount set forth in Addendum B Exhibit 1 as modified by CLIENT in accordance with express provisions in this Agreement.
- C. Funding for this Agreement must be approved by the United States Department of Agriculture (USDA) each federal fiscal year. If full funding does not become available, CLIENT will amend, reduce, or cancel the resulting agreement. Continuation of services beyond the first two fiscal years is subject to CONTRACTOR's continued successful performance.
- D. It is mutually agreed by CONTRACTOR and CLIENT that if the Federal Budget of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, CLIENT shall have no liability to pay any funds whatsoever to CONTRACTOR and CONTRACTOR shall not be obligated to perform any provisions of this Agreement for which they are not reimbursed.
- E. If funding for any fiscal year is reduced or deleted by the Federal Budget for purposes of this Agreement, CLIENT shall have the option to either cancel this Agreement with no liability occurring to the CLIENT, or offer an amended agreement to CONTRACTOR to reflect the reduced amount.
- F. CONTRACTOR understands and agrees that the terms of compensation set forth in Addendum B Exhibit 1 may be modified, changed, rescinded or amended by CLIENT at any time with or without good cause or reason, upon fourteen (14) days written notice, with effect from the end of such period. CONTRACTOR will be deemed to have accepted any changes or modifications in said Addendum by continuing in the employment of CLIENT after the effective date thereof.

II. EXPENSES/INVOICING

CONTRACTOR shall:

- A. Refer to Addendum B Exhibit 1, the approved budget, when planning expenditures for project activities.

- B. Ensure that all project expenses are allowable by referring to Addendum B Exhibit 1, the approved budget, and **the SNAP-Ed Allowable and Unallowable Costs Chart** <http://www.cdph.ca.gov/programs/cpns/Documents/Updated%20Network-AllowUnallowCosts-2014.pdf>
- C. Submit monthly invoices using the invoice template provided by CLIENT no later than 45 days after the end of each month, unless CLIENT has approved an alternative timeframe or invoice template.
- D. CONTRACTOR's invoice must be based on actual expenses incurred within the month specified and authorized as described in Addendum B Exhibit 1 the approved budget. All expenses claimed must be substantiated by supporting documentation to be maintained on file for three years including but not limited to the following: time logs, meeting agendas, event fliers, sign-in sheets, original receipts for travel and all other costs. Please note that original receipts must be maintained on file. Expense documentation for food and beverage demonstrations must include an original receipt and a copy of the NEOPB approved recipe used for the food or beverage demonstration.
- E. Retain records of staff time logs and timesheets and keep on file for three years.
- F. Retain supporting documentation including original receipts for all expenses and justification of expenses including NEOPB approved recipes, meeting agenda, event flyers, sign-in sheets, etc. for three years.

Please mail Invoices to:

Health Education Council
Attn: Sarbdip Thandi
3950 Industrial Blvd. Suite 600
West Sacramento, CA 95691

Allow 30-45 days for processing of check.

ADDENDUM B EXHIBIT 1 to AGREEMENT
 between HEALTH EDUCATION COUNCIL, INC., hereinafter referred to as "CLIENT", and
 CITY OF SACRAMENTO SACRAMENTO START PROGRAM, hereinafter referred to as "CONTRACTOR"

BUDGET

I. MAXIMUM PAYMENT TO CONTRACTOR

The maximum total payment amount under this Agreement is: \$215,933.84

II. BUDGETS

The budgets for this Agreement are outlined below.

**Budget: Federal Fiscal Year 2014
 November 20, 2013 - September 30, 2014**

Staffing and Labor Expenses

| Position Title | Position Names | Description of Job Duties | | FTEs charge d to SNAP-Ed | Total Annual Salary | Total SNAP-Ed Salary | Benefit Rate | Benefits *Total SNAP-Ed Salary X Benefit Rate | SNAP-Ed Salary, Benefits and Wages, Federal Dollars only | |
|--|------------------|---|--|--------------------------|---------------------|----------------------|--------------------|---|--|---------------------|
| | | % of SNAP-Ed Time spent on Mgmt/Ad min Duties | % of SNAP-Ed Time spent on Direct SNAP-Ed Delivery | | | | | | | |
| 3 Administrator (e.g., Director of Programs) | TBD | 20.00% | | 0.20 | \$66,046.00 | \$13,209.20 | 21.0000% | \$2,773.93 | \$15,983.13 | |
| 27 Project Coordinator | Rhonda Patterson | | 100.00% | 1.00 | \$40,127.00 | \$40,127.00 | 21.0000% | \$8,426.67 | \$48,553.67 | |
| 1 Accountant/Finance Analyst | TBD | 15.00% | | 0.15 | \$55,368.00 | \$8,305.20 | 21.0000% | \$1,744.09 | \$10,049.29 | |
| 9 Coordinator of Other Program (e.g., Teen program, Healthy Start, etc.) | TBD | | 87.50% | 0.875 | \$28,800.00 | \$25,200.00 | 21.0000% | \$5,292.00 | \$30,492.00 | |
| Totals: | | | | | | \$190,341.00 | \$86,841.40 | | \$18,236.69 | \$105,078.09 |

Definition and basis for calculations of benefit rate(s): Includes Worker's Compensation insurance, unemployment insurance, Social Security, Medicare, Medical insurance and CalPERS at approximately 21% of salaries.

Operating Expenses

| Budget Item | Description/Justification | Unit Cost | Quantity | Month | Total |
|----------------------------------|--|-----------|----------|-------|-------------------|
| Printing | Approximately \$90 per month for photocopying reports, invoices, agendas, and other materials. | \$90.00 | 1 | 12 | \$1,080.00 |
| Total Operating Expenses: | | | | | \$1,080.00 |

Travel and Per Diem

| Travel/Position Title | Location | Trips | FTE | Days | Nights | Per Diem | Lodging | Air | Miles@.565 | Reg. Fee | Other | Total |
|---|-------------------|-------|-----|------|--------|----------|---------|-----|------------|----------|----------------|---------|
| Network Statewide Conference February 2014. #27/Project Coordinator. Parking Garage \$40. Justification for extra parking expense: in/out of garage during lunch. | Sacramento County | 1 | 1 | 1 | | | | | 30 | | \$40.00 | \$56.95 |
| Total Travel and Per Diem: | | | | | | | | | | | \$56.95 | |

Other Costs

| Budget Item | Description/Justification | Unit Cost | Quantity | Misc. | Total |
|---------------------------|---|-----------|----------|-------|-------------------|
| Food and Supplies | Conduct cooking demonstrations at 33 sites reaching 2,465 @ \$.71 per person but not to exceed \$2.50/person. | \$0.71 | 2,465 | 1.00 | \$1,750.15 |
| Total Other Costs: | | | | | \$1,750.15 |

Indirect Costs

| Calculation Method | % | \$ of Method | Total |
|------------------------------|---|--------------|---------------------|
| N/A | | | \$0.00 |
| Total Indirect Costs: | | | \$0.00 |
| Total Budget: FFY14 | | | \$107,965.19 |

**Budget: Federal Fiscal Year 2015
October 1, 2014 - September 30, 2015**

| Position Title | Position Names | Description of Job Duties | | FTEs charged to SNAP-Ed | Total Annual Salary | Total SNAP-Ed Salary | Benefit Rate | Benefits *Total SNAP-Ed Salary X Benefit Rate | SNAP-Ed Salary, Benefits and Wages, Federal Dollars only | |
|--|------------------|---|--|-------------------------|---------------------|----------------------|--------------------|---|--|---------------------|
| | | % of SNAP-Ed Time spent on Mgmt/Ad min Duties | % of SNAP-Ed Time spent on Direct SNAP-Ed Delivery | | | | | | | |
| 3 Administrator (e.g., Director of Programs) | Pam Prater | 100.00% | | 0.2 | \$66,046.00 | \$13,209.20 | 21.0000% | \$2,773.93 | \$15,983.13 | |
| 27 Project Coordinator | Rhonda Patterson | 80.00% | 20.00% | 1 | \$40,127.00 | \$40,127.00 | 21.0000% | \$8,426.67 | \$48,553.67 | |
| 1 Accountant/Finance Analyst | Karen Wright | 100.00% | | 0.135 | \$55,368.00 | \$7,474.68 | 21.0000% | \$1,569.68 | \$9,044.36 | |
| 9 Coordinator of Other Program (e.g., Teen program, Healthy Start, etc.) | Ashley Valentine | 25.00% | 75.00% | 0.65 | \$40,127.00 | \$26,082.55 | 21.0000% | \$5,477.34 | \$31,559.89 | |
| Totals: | | | | | 305.00% | \$201,668.00 | \$86,893.43 | 21.0000% | \$18,247.62 | \$105,141.05 |

Definition and basis for calculations of benefit rate(s):

Includes Worker's Compensation insurance, unemployment insurance, FICA, SSI,

Operating Expenses

| Budget Item | Description/Justification | Unit Cost | Quantity | Month | Total |
|----------------------------------|--|-----------|----------|-------|-----------------|
| Printing | Approximately \$69 per month for photocopying reports, invoices, agendas, and other materials. | \$69.00 | 1.00 | 12.00 | \$828.00 |
| Total Operating Expenses: | | | | | \$828.00 |

Travel and Per Diem

| Travel/Position Title | Location | Trips | FTE | Days | Nights | Per Diem | Lodging | Air | Miles | Reg. Fee | Other | Total |
|---|------------------------|-------|-----|------|--------|----------|---------|-----|-------|----------|---------|-----------------|
| Two (2 day) State sponsored SNAP-Ed meetings/forums. #27/Project Coordinator and #9 Coordinator of other programs. Parking Garage \$40. Justification for extra parking expense: in/out of garage during lunch. | Sacramento County | 2 | 2 | 1 | | | | | 30.00 | | \$40.00 | \$193.60 |
| Up to 10 (1 day) NEOP SNAP-Ed Service Area coalition or promising practice events. #27/Project Coordinator and #9 Coordinator of other programs. | Delta and Gold Country | 10 | 2 | 1 | | | | | 30.00 | | | \$168.00 |
| Up to fifteen (1 day) skills based trainings on SNAP-Ed approved, evidence based, program and evaluation methods, tools and resources. #27/Project Coordinator and #9 Coordinator of other programs. | Delta and Gold Country | 5 | 2 | 1 | | | | | 30.00 | | | \$84.00 |
| Total Travel and Per Diem: | | | | | | | | | | | | \$445.60 |

Other Costs

| Budget Item | Description/Justification | Unit Cost | Quantity | Misc. | Total |
|--------------------|--|-----------|----------|-------|------------|
| Food and Supplies | Conduct cooking demonstrations at 33 sites reaching 2,220@ \$.70 per person but not to exceed \$2.50/person. | \$0.70 | 2220.00 | 1.00 | \$1,554.00 |
| Total Other Costs: | | | | | \$1,554.00 |

Indirect Costs

| Calculation Method | % | \$ of Method | Total |
|-----------------------|---|--------------|--------|
| N/A | | | \$0.00 |
| Total Indirect Costs: | | | \$0.00 |

Total Budget FFY15: \$107,968.65

GRAND TOTAL BUDGET FFY14 & FFY15: \$215,933.84

INVOICE
(See Reverse for Instructions)

California Department of Public Health
Nutrition Education and Obesity Prevention Branch

Date:

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

City of Sacramento START Program
5735 47th Ave,
Sacramento, CA 95820
[] Check if remittance address changed since last Invoice

Check for Final Invoice Contract Term []
Check for Final Invoice Fiscal Year []
Check if you anticipate a Supplemental Invoice []

Contract Number: 13-20491
Contract Term: 02/21/2014 - 09/30/2014
Invoice Period:

Telephone:

| Budget Categories (1) | Approved Budget (2) | Actual Expenses This Period (3) | Cumulative Expenses to Date (4) | Unexpended Balance (5) |
|---|---------------------------|--|--|------------------------------|
| A. PERSONNEL SALARIES | 86,841.40 | | | 86,841.40 |
| B. FRINGE BENEFITS <u>21</u> % of Personnel Salaries | 18,236.69 | | | 18,236.69 |
| C. OPERATING EXPENSES | 1,080.00 | | | 1,080.00 |
| D. EQUIPMENT EXPENSES | - | | | - |
| E. TRAVEL AND PER DIEM (at State DPA rates) | 56.95 | | | 56.95 |
| F. SUBCONTRACTS | - | | | - |
| G. OTHER COSTS | 1,750.15 | | | 1,750.15 |
| H. INDIRECT COSTS <u> </u> % of <u> </u> . | - | | | - |
| TOTAL EXPENSES | 107,965.19 | - | - | 107,965.19 |
| TOTAL PAYMENT REQUESTED | | - | | |

I certify that this claim is in all respects true, correct, supportable by available documentation, and in compliance with all terms/conditions, laws, and regulations governing its payment.

| FOR STATE USE ONLY | |
|---|--|
| I certify that this claim is in all respects true, correct, supportable by available documentation, and in compliance with all terms/conditions, laws, and regulations governing its payment. | |
| Signature of Authorized <i>Network Staff</i> _____ Date _____ | |

Signature of Authorized Accounting Representative _____ Date _____

| CALSTARS CODING (FOR STATE USE ONLY) | | | | | | | | | | | | | | | | | | | | | |
|--------------------------------------|-----|---|---|---|---|-------|---|---|---|-------------|---------------|----------------|---|---|---|---|------------|---|---|---|--|
| Fiscal Year | PCA | | | | | Index | | | | Object Code | Agency Object | Project Number | | | | | Work Phase | | | | |
| | 5 | 1 | 1 | 0 | 5 | 5 | 3 | 1 | 2 | 7 | 0 | 2 | 0 | 3 | R | 5 | 1 | 1 | 0 | 3 | |
| | | | | | | | | | | | | | | | | | | | | | |

Revised 07/26/2011

INVOICE INSTRUCTIONS

TOP SECTION

Fill in the date, Contractor name, address (where warrant is to be mailed), telephone number, contract number, and contract term. Be sure to check the box if payment address differs from address on the actual contract and submit a letter to the Network for A Healthy California (*Network*) indicating your new payment address.

For each of the Budget Categories below, provide only the total of actual expenses, **do not round off figures**.

COLUMN 1 - BUDGET CATEGORIES

- A. Personnel Salaries: Include all expenses associated with all personnel positions listed in the Federal Share budget justification. Do not provide the detail for each position.
- B. Fringe Benefits: Complete the fringe benefits line item in accordance with the contract budget utilizing actuals per personnel positions. Provide the actual fringe benefits percentage rate for the invoice period in the space provided and calculate the actual amount as a percentage of the Personnel Salaries line item.
- C. Operating Expenses: Include all expenses associated with the items identified in the Federal Share budget justification.
- D. Equipment Expenses: Include the purchase costs of any equipment listed for this line item in the budget justification. Be sure to send the completed Contract Equipment Purchased with *Network* Funds form along with the Invoice to *Network*.
- E. Travel and Per Diem: Include travel expenses incurred in accordance with the contract under Department of Personnel Administration (DPA) Travel Reimbursement Information and then identified in the Federal Share budget justification.
- F. Subcontracts: Include costs associated with subcontractors to do specialized tasks in conformance with the contract Scope of Work and Federal Share Budget. Itemize if total exceeds \$50,000 and attach subcontractor budget(s); otherwise, provide only a total of actual expenses and do not round off figures. Include an attachment if space is not sufficient.
- G. Other Costs: Include all expenses associated with the subcategory line items identified in the Federal Share budget justification. Itemize if total exceeds \$50,000; otherwise, provide only a total of actual expenses, do not round off figures. Include an attachment if space is not sufficient.
- H. Indirect Costs: Complete the indirect costs in accordance with the contract Federal Share budget (not to exceed 25% of total personnel expenses). Provide the actual indirect costs percentage rate billed for the Invoice period and the basis for the calculation (e.g. Total Personnel Expenses, Total Direct Costs, etc.), in the space provided.

Total Expenses: This is the sum of line items A - H.

Total Payment Requested: This amount reflects the sum requested for Invoice payment.

COLUMN 2 - APPROVED BUDGET: This is the approved contract Federal Share Budget. Amounts entered in this column should be identical to the approved contract Federal Share Budget and cannot be changed without prior approval by *Network*.

COLUMN 3 - ACTUAL EXPENSES THIS PERIOD: Use this column to record the actual Federal Share expenses for each line item during the Invoice period. For budgeted line items that do not have expenditures during the Invoice period, signify with -0-. For line items without an allocation, indicate N/A (does not apply) on the line item. Attach an additional sheet if further explanation for any line item(s) is necessary.

COLUMN 4 - CUMULATIVE EXPENSES TO DATE: This column is the total of all expenses paid under the contract through the current Invoice period.

COLUMN 5 - UNEXPENDED BALANCE: The amount in this column should be the difference between Column 2 (Approved Federal Share Budget) and Column 4 (Cumulative Expenses to Date). Column 2 - Column 4 = Unexpended Balance (Column 5).

SIGNATURE SECTION: Original signature of authorized accounting representative and the date must appear on the Invoice. Use a pen color other than black ink (BLUE ink is recommended) for original signature.

Revised 08/17/2010

ADDENDUM C to AGREEMENT
between HEALTH EDUCATION COUNCIL, INC.,
hereinafter referred to as "CLIENT", and
CITY OF SACRAMENTO SACRAMENTO START PROGRAM,
hereinafter referred to as "CONTRACTOR"

ADDITIONAL PROVISIONS

I. PARTIES TO THIS AGREEMENT

- A. The term "City of Sacramento Sacramento START", "CONTRACTOR" and "Contractor" shall have the same meaning and refer to the organization that is a party to this Agreement.
- B. The term "Health Education Council", "CLIENT", and "CLIENT" shall have the same meaning and refer to the organization that is a party to this Agreement.
- C. The terms "Sacramento County", "County", and "COUNTY" shall have the same meaning and refer to the county that is a party to this Agreement.
- D. The terms "Nutrition Education and Obesity Prevention Branch", and "NEOPB", shall have the same meaning and refer to the State agency branch that is a party to this Agreement.
- E. The terms "California Department of Public-Health" and "CDPH" shall have the same meaning and refer to the California State agency that is a party to this Agreement.

II. APPROVAL

This Agreement is of no force or effect until signed by both parties and approved by COUNTY. CONTRACTOR may not commence performance until such approval has been obtained.

III. AMENDMENT

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

IV. ADDITIONAL INCORPORATED DOCUMENTS

The following documents and any subsequent updates are not attached, but are incorporated herein and made a part hereof by this reference. These documents may be updated periodically by CDPH as required by program directives.

- A. Network Local Projects Network for a Healthy California Guidelines Manual and any revisions thereto. <http://www.cdph.ca.gov/programs/cpns/Pages/GuidelinesManual.aspx>
- B. Network for a Healthy California Program Letters and any revisions thereto. <http://www.cdph.ca.gov/programs/cpns/Pages/ProgramLetters.aspx>
- C. United States Department of Agriculture, Supplemental Nutrition Assistance Program Education (SNAP-Ed) Plan Guidance and any revisions thereto. <http://snap.nal.usda.gov/snap/Guidance/FY2014SNAP-EdGuidance.pdf>
- D. Network for a Healthy California Local Health Department Funding Application Packet FFY 2014 – Including all the requirements and Attachments contained therein <http://www.cdph.ca.gov/programs/cpns/Pages/Network-LHDFAP2014.aspx>

- E. Network for a Healthy California Local Health Department Funding Application Packet FFY 2015 – Including all the requirements and Attachments contained therein

V. AUDIT

- A. CONTRACTOR agrees that CLIENT, COUNTY; California Department of Public Health (CDPH); California Department of Social Services (CDSS); the Department of General Services, the Bureau of State Audits; United States Department of Agriculture (USDA); or their designated representative shall have the right to have access to review, audit, and copy any pertinent files, books, documents, papers, fiscal records, and supporting documentation related to this Agreement.
- B. CONTRACTOR agrees to maintain and preserve such records for possible audit for a minimum of three (3) years after termination of this Agreement and final payment from CLIENT, to permit CLIENT, COUNTY, CDPH, CDSS, and USDA or any duly authorized representatives to have access to examine, or audit any pertinent books, documents, and records related to this Agreement and allow interviews of any employees who might reasonably have information related to such records, unless a longer period of records retention is stipulated.
- C. CONTRACTOR agrees to allow the auditor(s) access to such records during normal business hours. Further, CONTRACTOR agrees to include a similar right of the CLIENT, COUNTY, CDPH, CDSS, and USDA or any duly authorized representatives 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).

VI. FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS

CONTRACTOR agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of all funds received under this Agreement to a level of expenditure adequate to establish that such funds have not been used in violation of any applicable state or federal law, or the provisions of this Agreement. CONTRACTOR further agrees that it will maintain separate accounts for this Agreement in accordance with generally accepted accounting principles.

VII. INCOME RESTRICTIONS

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 CLIENT, to the extent that they are properly allocable to costs for which the CONTRACTOR has been reimbursed by CLIENT under this Agreement.

VIII. MEDIA EVENTS

CONTRACTOR shall notify CLIENT in writing at least forty (40) working days before any public or media event publicizing the accomplishments and/or results arising from this Agreement and provide the opportunity for attendance and participation by CLIENT, COUNTY, and CDPH representatives.

IX. NO THIRD-PARTY RIGHTS

CLIENT and CONTRACTOR do not intend to create any rights or remedies for any third party as a beneficiary of this Agreement.

X. NOTICE

CONTRACTOR shall promptly notify CLIENT in writing of any events, developments or changes that could affect the approved budget for this Agreement or CONTRACTOR's ability to carry out the terms of this Agreement.

XI. RECORDS

- A. CONTRACTOR certifies that it will maintain project accounts for revenue and expenses related to this Agreement and in accordance with generally accepted accounting principles.
- B. CONTRACTOR further certifies that it will comply with the following Agreement requirements:
 - 1. Establish an official file for this Agreement, which shall adequately document all significant actions relative to the Agreement.
 - 2. Establish separate accounts, which adequately and accurately depict all amounts received and expended in relation to this Agreement, including all funds received under this Agreement.
 - 3. Establish separate accounts, which adequately depict all income received which is attributable to the Agreement, especially including any income attributable to funds disbursed under this Agreement.
 - 4. Establish an accounting system, which adequately depicts final total costs of the Agreement, including both direct and indirect costs.
 - 5. Establish such accounts and maintain such records as may be necessary for CLIENT and/or COUNTY and CDPH to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations.

XII. RELATED LITIGATION

Under no circumstances may CONTRACTOR use funds from any disbursement under this Agreement to pay for costs associated with any litigation between the CONTRACTOR and the CLIENT, COUNTY, or CDPH.

XIII. RIGHTS IN DATA

CONTRACTOR and CLIENT agree that all technical data, evaluations, plans, drawings, specifications, reports, documents, computer programs, operating manuals, notes, and other written or graphic work products developed by CONTRACTOR in the performance of this Agreement shall be in the public domain. CONTRACTOR may retain copies thereof for its files and internal use. Publication of the information directly derived from work performed or data obtained in connection with services rendered under this Agreement must first be approved in writing by CLIENT, COUNTY and CDPH and subject to appropriate acknowledgement of credit to the CLIENT, COUNTY, and CDPH for financial support. CONTRACTOR shall not utilize the materials submitted to the CLIENT, COUNTY, or CDPH (except data) for any profit making venture or sell or grant rights to a third party who intends to do so. The CLIENT, COUNTY, and CDPH has the right to use submitted data for all governmental purposes.

XIV. VENUE

The CLIENT and CONTRACTOR agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court, County of Sacramento, California. CONTRACTOR waives any existing sovereign immunity for the purposes of this Agreement, if applicable.

XV. CANCELLATION/TERMINATION

- A. This Agreement may be cancelled by CLIENT without cause upon 30 calendar days advance written notice to CONTRACTOR.
- B. CLIENT reserves the right to cancel or terminate this Agreement immediately for cause. CONTRACTOR may submit a written request to terminate this Agreement only if CLIENT substantially fails to perform its responsibilities as provided herein.

- C. The term "for cause" shall mean that CONTRACTOR fails to meet the terms, conditions, and/or responsibilities of this Agreement. Causes for termination include, but are not limited to the following occurrences:
1. If CONTRACTOR knowingly furnishes any statement, representation, warranty, or certification in connection with this Agreement, in which representation is materially false, deceptive, incorrect, or incomplete.
 2. If CONTRACTOR fails to perform any material requirement of this Agreement or defaults in the performance of this Agreement.
 3. If CONTRACTOR files for bankruptcy, or if CLIENT determines that CONTRACTOR becomes financially incapable of completing this Agreement.
- D. Agreement termination or cancellation shall be effective as of the date indicated in CLIENT's notification to CONTRACTOR. The notice shall stipulate any final performance, invoicing, or payment requirements.
- E. In the event of early termination or cancellation, CONTRACTOR shall be entitled to compensation for services performed satisfactorily under this Agreement and expenses incurred up to the date of cancellation and non-cancelable obligations incurred in support of this Agreement.
- F. In the event of termination, and at the request of CLIENT, CONTRACTOR shall furnish copies of all proposals, specifications, designs, procedures, layouts, copy, and other materials related to the services or deliverables provided under this Agreement, whether finished or in progress on the termination date.
- G. CONTRACTOR will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to this Agreement after the effective date of termination.
- H. Upon receipt of notification of termination of this Agreement, and except as otherwise specified by CLIENT, CONTRACTOR shall:
1. Place no further order or subcontracts for materials, services, or facilities.
 2. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts.
 3. Upon the effective date of termination of this Agreement CONTRACTOR shall transfer, assign, and make available to CLIENT all property and materials belonging to CLIENT, all rights and claims to any and all reservations, grants, and arrangements with the owners of media/PR materials, or others, and shall make available to CLIENT all written information regarding CLIENT's media/PR materials, and no extra compensation is to be paid to CONTRACTOR for its services.
 4. Take such action as may be necessary, or as CLIENT may specify to protect and preserve any property related to this Agreement which is in the possession of CONTRACTOR and in which CLIENT has or may acquire an interest.
- I. CLIENT may, at its discretion, require CONTRACTOR to cease performance of certain components of the Scope of Work as designated by CLIENT and complete performance of other components prior to the termination date of this Agreement.

XVI. TRAVEL AND PER DIEM REIMBURSEMENT

Any reimbursement for necessary travel and per diem shall be at the rates currently in effect as established by the California Department of Human Resources (CalHR).

XVII. CONFLICT OF INTEREST

CONTRACTOR certifies that it is in compliance with all applicable state and/or federal conflict of interest laws.

XVIII. AVOIDANCE OF CONFLICTS OF INTEREST BY CONTRACTOR

- A. CLIENT intends to avoid any real or apparent conflict of interest on the part of the CONTRACTOR, subgrants, or employees, officers and directors of the CONTRACTOR or subgrants. Thus, CLIENT reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the CONTRACTOR to submit additional information or a plan for resolving the conflict, subject to CLIENT review and prior approval.
- B. Conflicts of interest include, but are not limited to:
 - 1. An instance where the CONTRACTOR or any of its subgrants, or any employee, officer, or director of the CONTRACTOR has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the Agreement would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the Agreement
 - 2. An instance where the CONTRACTOR's or any subgrants, 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 CLIENT 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 will have five (5) working days from the date of notification of the conflict by CLIENT to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CLIENT and cannot be resolved to the satisfaction of CLIENT, the conflict will be grounds for terminating the Agreement. CLIENT may, at its discretion upon receipt of a written request from the CONTRACTOR, authorize an extension of the timeline indicated herein.

XIX. BUSINESS PRACTICES

CONTRACTOR shall engage in the below listed business practices throughout the duration of the Agreement:

- A. Assume fiscal responsibility for nutrition education activities to insure all activities are reasonable and necessary to accomplish objectives and goals. This includes making records available for CLIENT, Sacramento County, CDPH, and USDA review and audit as well as repayment of unallowable costs, if applicable.
- B. Target SNAP-Ed population and document income criteria of service recipients as per USDA Guidance.
- C. Track and report basic audience demographic information.
- D. Invoice for actual costs and maintain fiscal records for review and audit.
- E. Ensure program activities are conducted in compliance with all applicable Federal laws, rules, regulations including Civil Rights and OMB circulars governing cost issues.
- F. Ensure program activities do not supplant existing nutrition education programs and where operating in conjunction with existing programs, enhance and supplement them.

- G. Travel freely, unrestricted throughout the Local Health Jurisdiction, within the region, and to State trainings, conferences, and required meetings.
- H. Work cooperatively and in partnership with CLIENT, Sacramento County, and NEOPB on regional and statewide initiatives and other issues of emerging importance.
- I. Maintain appropriate and distinct documentation and records for activities supported by multiple funding streams.
- J. Comply with USDA Supplemental Nutrition Assistance Program (SNAP) Nutrition Education and Obesity Prevention (NEOP) Program regulations, NEOPB Guidance or other issued guidelines, policies and assurances, and adapt any programmatic activities and practices accordingly.
- K. Insure that all materials developed or printed with SNAP-Ed funds include the appropriate USDA non-discrimination statement, credit to SNAP as a funding source, and a brief message about how CalFresh can help provide a healthy diet and how to apply for benefits as noted in the NEOPB Branding Guidelines.
- L. Insure messages of nutrition education and obesity prevention are consistent with the Dietary Guidelines for Americans and stress the importance of variety, balance, and moderation.

XX. NONDISCRIMINATION

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

XXI. DRUG-FREE WORKPLACE REQUIREMENTS

CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- B. Establish a Drug-Free Awareness Program to inform employees about:
 - 1. The dangers of drug abuse in the workplace.
 - 2. The person's or organization's policy of maintaining a drug-free workplace.
 - 3. Any available counseling, rehabilitation and employee assistance programs.
 - 4. Penalties that may be imposed upon employees for drug abuse violations.
- C. Every employee who works on the proposed Agreement will:
 - 1. Receive a copy of the company's drug-free workplace policy statement.
 - 2. Agree to abide by the terms of the company's statement as a condition of employment on the Agreement.
- C. Failure to comply with these requirements may result in suspension of payments under the Agreement, or termination of the Agreement, or both; and CONTRACTOR may be ineligible for award of any future State agreements or funding if the department determines that any of the following has occurred:
 - 1. The CONTRACTOR has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

XXII. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

CONTRACTOR certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against CONTRACTOR within the immediately preceding two-year period because of CONTRACTOR's failure to comply with an order of a Federal court, which orders CONTRACTOR to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities)

XXIII. DOMESTIC PARTNERS

For contracts over \$100,000 executed or amended after January 1, 2007, the CONTRACTOR certifies that CONTRACTOR is in compliance with Public Contract Code section 10295.3.

XXIV. AMERICANS WITH DISABILITIES ACT

CONTRACTOR assures that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

XXV. COMPLIANCE WITH LAWS

CONTRACTOR shall observe and comply with all applicable federal, state, and county laws, regulations, and ordinances.

XXVI. INFORMATION TECHNOLOGY ASSURANCES

CONTRACTOR shall take all reasonable precautions to ensure that any hardware, software, and/or embedded chip devices used by CONTRACTOR in the performance of services under this Agreement, including those owned or provided by CLIENT and COUNTY, shall be free from viruses. Nothing in this provision shall be construed to limit any rights or remedies otherwise available to CLIENT under this Agreement.

**ADDENDUM D to AGREEMENT
between HEALTH EDUCATION COUNCIL, INC.,
hereinafter referred to as "CLIENT", and
CITY OF SACRAMENTO SACRAMENTO START PROGRAM,
hereinafter referred to as "CONTRACTOR"**

SPECIAL TERMS AND CONDITIONS

I. EXHIBIT D – SPECIAL TERMS AND CONDITIONS *(For federally funded Grant agreements)*

CONTRACTOR shall comply with the requirements of the following document “Exhibit D – Special Terms and Conditions” (For federally funded Grant agreements)” attached hereto as part of this Agreement and incorporated herein by reference.

Special Terms and Conditions

(For federally funded Grant agreements)

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

The terms "Grantee" and "SubGrantee" shall also mean, "agreement", "grant", "grant agreement", "Grantee" and "Subgrantee" respectively.

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

This exhibit contains provisions that require strict adherence to various contracting laws and policies.

Index of Special Terms and Conditions

1. Federal Contract Funds
2. Federal Equal Employment Opportunity Requirements
3. Debarment and Suspension Certification
4. Covenant Against Contingent Fees
5. Air or Water Pollution Requirements
6. Lobbying Restrictions and Disclosure Certification
7. Additional Restrictions

1. Federal Contract Funds

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

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

2. Federal Equal Opportunity Requirements

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

- a. The Grantee 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 Grantee 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 Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or CDPH, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Grantee'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 Grantee will, in all solicitations or advancements for employees placed by or on behalf of the Grantee, 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 Grantee will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Grantee's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Grantee will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance

Programs, Equal Employment Opportunity, Department of Labor,” and of the rules, regulations, and relevant orders of the Secretary of Labor.

- e. The Grantee will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, ‘Amending Executive Order 11246 Relating to Equal Employment Opportunity,’ and as supplemented by regulation at 41 CFR part 60, “Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Grantee's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Grantee may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, ‘Amending Executive Order 11246 Relating to Equal Employment Opportunity,’ and as supplemented by regulation at 41 CFR part 60, “Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Grantee 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 subGrantee or vendor. The Grantee will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or CDPH may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Grantee becomes involved in, or is threatened with litigation by a subGrantee or vendor as a result of such direction by CDPH, the Grantee may request in writing to CDPH, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

3. Debarment and Suspension Certification

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

- a. By signing this Agreement, the Grantee/Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.
- b. By signing this Agreement, the Grantee certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and

- (4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
 - (5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
 - (6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- c. If the Grantee is unable to certify to any of the statements in this certification, the Grantee shall submit an explanation to the CDPH Program Contract Manager.
 - d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
 - e. If the Grantee knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDPH may terminate this Agreement for cause or default.

4. **Covenant Against Contingent Fees**

(Applicable only to federally funded agreements.)

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

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

6. **Lobbying Restrictions and Disclosure Certification**

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

a. Certification and Disclosure Requirements

- (1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.

- (2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.
- (3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:
 - (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
 - (b) A change in the person(s) or individual(s) influencing or attempting to influence a covered federal action; or
 - (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- (4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.
- (5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDPH Program Contract Manager.

b. Prohibition

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

7. **Additional Restrictions**

(Applicable to all contracts funded in whole or in part with funding from the federal Departments of Labor, Health and Human Services (including CDC funding), or Education.)

Grantee shall comply with the restrictions under Division F, Title V, Section 503 of the Consolidated Appropriations Act, 2012 (H.R. 2055), which provides that:

"SEC. 503.(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.”

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH
CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

Form with fields for Name of Grantee, Contract / Grant Number, Date, Printed Name of Person Signing for Grantee, Signature of Person Signing for Grantee, and Title.

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

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

CERTIFICATION REGARDING LOBBYING

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

Approved by OMB
0348-0046

| | | |
|---|---|---|
| <p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract</p> <p><input type="checkbox"/> b. grant</p> <p><input type="checkbox"/> c. cooperative agreement</p> <p><input type="checkbox"/> d. loan</p> <p><input type="checkbox"/> e. loan guarantee</p> <p><input type="checkbox"/> f. loan insurance</p> | <p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application</p> <p><input type="checkbox"/> b. initial award</p> <p><input type="checkbox"/> c. post-award</p> | <p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing</p> <p><input type="checkbox"/> b. material change</p> <p>For Material Change Only:</p> <p>Year ____ quarter ____</p> <p>date of last report ____.</p> |
| <p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee</p> <p style="padding-left: 100px;">Tier ____, if known:</p> <p>Congressional District, If known:</p> | <p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, If known:</p> | |
| <p>6. Federal Department/Agency</p> | <p>7. Federal Program Name/Description:</p> <p>CDFA Number, if applicable: ____</p> | |
| <p>8. Federal Action Number, if known:</p> | <p>9. Award Amount, if known:</p> <p style="padding-left: 40px;">\$</p> | |
| <p>10.a. Name and Address of Lobbying Registrant <i>(If individual, last name, first name, MI):</i></p> | <p>b. Individuals Performing Services <i>(including address if different from 10a. (Last name, First name, MI):</i></p> | |
| <p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. required disclosure shall be subject to a not more than \$100,000 for each such failure.</p> | <p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p> | |
| <p>Federal Use Only</p> | | <p>Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)</p> |

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

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

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

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

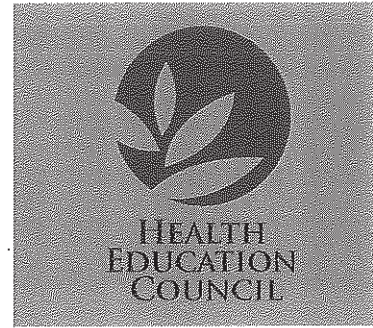
ADDENDUM E to AGREEMENT
between HEALTH EDUCATION COUNCIL, INC.,
hereinafter referred to as "CLIENT", and
CITY OF SACRAMENTO SACRAMENTO START PROGRAM,
hereinafter referred to as "CONTRACTOR"

SCHEDULE OF FEDERAL FUNDS

- I. There are Federal funds in this contract. Federal funding details for this contract are as follows:

| | | |
|-----------|---|--|
| A. | Catalog of Federal Domestic Assistance (CFDA) number: | 10.561 |
| | CFDA Title: | State Administrative Matching Grants for the Supplemental Nutrition Assistance Program |
| | Award Name and Number: | 13-20491 Supplemental Nutrition Assistance Program-Education |
| | Award Year: | 2014-2016 |
| | Were funds awarded for research and development activities? | No |
| | Name of the Federal awarding agency: | Department of Agriculture |
| | Amount in this contract: | \$215,933.84 |

- II. CONTRACTOR shall comply with the requirements of the Single Audit Act Amendments of 1996 and OMB Circular A-133, in addition to CLIENT audit requirements for the purposes of contract monitoring as stated in this Agreement, as applicable.
- III. At the sole discretion of CLIENT, the dollar amount payable under each Federal funding source in paragraph I of this Addendum may be changed upon written notice from the CLIENT to CONTRACTOR so long as payments do not exceed the maximum total payment amount in accordance with this Agreement.



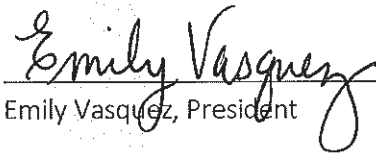
PROMOTING HEALTHY COMMUNITIES.
HEALTHEDCOUNCIL.ORG

Board of Directors Resolution

Authorization to Bind the Corporation

The Executive Director is duly authorized to bind the Health Education Council in grant contracts not to exceed \$1,000,000 which are in alignment with the organizations mission statement. Grant contracts in excess of \$1,000,000 will require approval by the Board of Directors.

This authorization is reviewed annually and was approved at the September 24, 2014 HEC Board of Director's meeting


Emily Vasquez, President

Oct 16, 2014
Date