

Scope of Work

1. **Service Overview**

Contractor agrees to provide to the California Department of Public Health (CDPH) the services described herein.

2. **Service Location**

The services shall be performed at the Contractor's place of business, as well as various statewide facilities accessible to the Contractor within the state of California where trainings, conferences, focus group research, and production of advertising and public relations activities will be conducted.

3. **Service Hours**

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

4. **Project Representatives**

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

California Department of Public Health Project Director: Gil Sisneros Telephone: (916) 449-5418 Fax: (916) 449-5414 Email: Gil.Sisneros@cdph.ca.gov	Contractor's Name Name of Contractor's Contract Manager [TBD] Telephone: [To be determined] Fax: [To be determined] Email: [To be determined]
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B. Direct all inquiries to:

California Department of Public Health Attention: Ian Tovar, Contract Manager <i>Network for a Healthy California</i> Mail Station Code 7204 1616 Capitol Avenue, Suite 74.516 P.O. Box 997377 Sacramento, CA 95899-7377 Telephone: (916) 552-9981 Fax: (916) 449-5414 Email: Ian.Tovar@cdph.ca.gov	Contractor's Name Section or Unit Name, if applicable [TBD] Attention: [To be determined] Street address [To be determined] P.O. Box Number [To be determined] City, State Zip Code [To be determined] Telephone: [To be determined] Fax: [To be determined] Email: [To be determined]
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C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement.

5. **Contractor's Project Manager**

The Contractor designates _____ as Project Manager. The Project Manager is responsible for assuring that the terms and conditions of this agreement are met. Any replacement Project Manager must be approved by the CDPH/CPNS Project Director prior to the replacement Project Manager's beginning work under this agreement. The Contractor shall notify CDPH/CPNS in writing within 10 working days of a desired change of Project Manager.

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6. CDPH Project Director

Gil Sisneros is the designated Project Director for CDPH/CPNS. CDPH reserves the right to replace the Project Director at any time and shall notify the Contractor in writing within 30 calendar days of replacement.

7. Subcontract Requirements

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

- A. This provision replaces and supersedes provision 5 of Exhibit D(F).
- B. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing \$5,000 or more. Except as indicated in paragraph B(3) herein, when securing subcontracts for services exceeding \$5,000, the Contractor shall obtain at least three bids or justify a sole source award.
 - 1) The Contractor must provide in its request for authorization, all particulars necessary for evaluating the necessity or desirability of incurring such cost.
 - 2) The State may identify the information needed to fulfill this requirement.
 - 3) Subcontracts performed by the entities or for the service types listed below are exempt from the bidding and sole source justification requirements:
 - a. A local governmental entity or the federal government,
 - b. A State college or university from any State,
 - c. A Joint Powers Authority,
 - d. An auxiliary organization of a California State University or a California Community college,
 - e. A foundation organized to support the Board of Governors of the California Community Colleges,
 - f. An auxiliary organization of the Student Aid Commission established under Education Code § 69522,
 - g. Entities and/or service types identified as exempt from advertising in State Administrative Manual Section 1233, subsection 3. View this publication at the following Internet address: <http://sam.dgs.ca.gov>,
 - h. Entities whose name and budgeted costs have been submitted to CDPH in response to a competitive Invitation for Bid or Request for Proposal.
- C. CDPH reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this agreement.
 - 1) Upon receipt of a written notice from CDPH requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by CDPH.
- D. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of \$5,000 or more are subject to the prior review and written approval of CDPH. CDPH may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by CDPH.
- E. Contractor shall maintain a copy of each subcontract entered into in support of this agreement and shall, upon request by CDPH, make said copies available for approval, inspection, or audit.

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- F. CDPH assumes no responsibility for the payment of subcontractors used in performance of this agreement. Contractor accepts sole responsibility for the payment of subcontractor used in performance of this agreement.
- G. The Contractor is responsible for all performance requirements under this agreement even though performance may be carried out through a subcontract.
- H. When entering into a consulting service agreement with CDPH, the Contractor may be required to supply budget detail for each subcontractor and/or each major subcontracted activity under this agreement.
 - 1) Budget detail format and submission requirements will be determined by CDPH.
 - 2) Methods of including budget detail in this agreement, if applicable, will be determined by CDPH.
 - 3) Any subcontractor budget detail displayed in this agreement, or incorporated by reference, is included for information purposes only. Changes to a subcontractor's identity or budget detail shall not require the processing of a formal amendment to this agreement.
- I. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this agreement.
- J. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

“(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from CDPH, to permit CDPH or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records.”
- K. Unless otherwise stipulated in writing by CDPH, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this agreement.
- L. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the applicable numbered provisions of this exhibit.

8. Project Oversight

- A. Contractor shall provide services in the manner specified in the SOW regarding approval of CDPH Work Orders.

9. Work Orders

- A. The Contractor shall perform the services specified in the SOW according to the procedures in this section.
 - 1) Work Orders are the detailed descriptions of services and deliverables to be provided pursuant to this agreement and a comprehensive plan, budget, and timeline for providing each service or deliverable. For purposes of this agreement, “services” and “deliverables” include, but are not limited to, storyboards, scripts, advertisements, substantiation of the factual statements and scientific data included in advertisements, master reels, videotapes, camera-ready art, collateral and promotional materials, presentations of strategic media purchase recommendations, media planning, media placement, market research reports, and evaluation reports.

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- 2) Work Orders for ongoing activities (e.g., talent fees, master tape storage) will be due within 30 calendar days of the start of the agreement and on May 1 of each year thereafter. Work Orders for intermittent activities, special projects, and production will be developed and submitted as requested by the Project Director or his/her designee. The Contractor will receive at least ten (10) calendar days' notice from CDPH to prepare and submit a Work Order. Any work performed by the Contractor that is not covered by a CDPH-approved Work Order is at the Contractor's risk.
- 3) The Contractor is responsible for submitting Work Orders for all work performed under the agreement, including any services and deliverables performed or provided in whole or in part by a subcontractor or consultant. Subcontractors and consultants should not submit Work Orders directly to the State.
- 4) CDPH may provide a form to the Contractor for preparing Work Orders. If CDPH does not provide a form, the Contractor shall make any necessary modifications to Contractor's production estimates, media plans, and other existing formats to include all of the information required by subparagraph 5(c) below.
- 5) CDPH shall notify the Contractor of each service or deliverable under the SOW as it becomes required, excluding ongoing activities that require annual Work Orders. Under direction from, or upon request from, the Project Director or his/her designee, the Contractor shall develop a Work Order for each service or deliverable. The Work Order shall include at a minimum the following:
 - a. Agreement number, Contractor's name, date submitted, and a unique Work Order name and number assigned by the Contractor;
 - b. A description of the target audience(s) and the strategy and objective of the services and deliverables to be provided by the Contractor under the Work Order;
 - c. A detailed description of the services and deliverables to be provided during completion of the Work Order, including, but not limited to, all of the following, as applicable: concepts, storyboards, animatic, script copy, radio advertisements, television advertisements, outdoor billboards, print advertisements, direct mail, web site copy and video masters, evaluation, and analysis;
 - d. Identification of any service(s) or deliverable(s) to be provided by a subcontractor or consultant;
 - e. The time period covered by the Work Order and a detailed timeline for completion of the service or deliverable;
 - f. A detailed Work Order budget based on the Contractor's Cost Proposal, including any mark-ups to be charged (the total mark-up for media shall not exceed the Contractor's mark-up stated in the agreement);
 - g. A description and estimate of any ongoing expenses, including, but not limited to, talent fees, photography fees, storage, web site hosting, and web site maintenance and updating, which would be necessary to maintain the deliverable and preserve its availability for use;
 - h. Contractor representative's printed or typed name and signature and date signed; and
 - i. Blanks for the Project Director's or designee's printed or typed name and signature and date signed.

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- 6) The Project Director or his/her designee shall review the Contractor's proposed Work Order and may require the Contractor to revise portions or all of the proposed Work Order to the satisfaction of the Project Director. The Project Director and the Contractor shall consult and negotiate in good faith to reach agreement on Work Orders. If agreement on a Work Order is not reached, the Contractor shall proceed with Work Orders as directed by the Project Director.
- 7) The Project Director's or his/her designee's signature approval of the Work Order shall constitute the Contractor's authorization to provide the Work Order's service or deliverable under this agreement. Approved Work Orders shall automatically and without need for any amendment to the agreement become a part of this agreement, and, as such, the terms and conditions of this agreement shall apply to the services performed under these Work Orders. The Project Director may require changes to approved Work Orders without a formal amendment to the agreement, provided that such changes do not exceed the SOW. In no case shall approval of a Work Order be construed as approval to receive reimbursement above the maximum amount payable.
- 8) The Project Director or his/her designee may cancel a Work Order in whole or in part for any reason and at any time, including after it has been approved. Cancellation shall occur if the State no longer desires the service(s) or deliverable(s), because of program changes or lack of funding. The Project Director or his/her designee shall notify the Contractor in writing whenever a Work Order is canceled and shall negotiate in good faith with the Contractor to determine the payment for any work completed under the Work Order prior to cancellation. If agreement on a payment amount is not reached, the Contractor shall follow the procedure described in Section 15 of Exhibit D(F), "Dispute Resolution Process."

10. Rejection or Reduction of Tasks, Activities, or Functions

- A. If full funding does not become available, is reduced, or CDPH determines that it does not need all of the services described in an approved Work Order, CDPH reserves the right to request an amended Work Order from the Contractor for reduced services.
- B. If a Work Order contains proposed methods or approaches, functions, tasks, or activities known by CDPH to be ineffective or determined to be unacceptable, CDPH reserves the right to require the substitution of comparable items that can be performed at the same or similar cost.

11. Progress Reports

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

Report Period	Due Date
10/01/10 – 03/31/11	04/30/11
04/01/11 – 09/30/11	10/30/11
10/01/11 – 03/31/12	04/30/12
04/01/12 – 09/30/12	10/30/12
10/01/12 – 03/31/13	04/30/13
04/01/13 – 09/30/13	10/30/13

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

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12. Contractor Requirements

The Contractor shall comply with the following requirements:

- A. Submit any news release related to this contract to the State for review prior to its release.
- B. Contractor shall ensure that the California Department of Public Health (CDPH) and the U.S. Department of Agriculture (USDA) are clearly identified as a sponsor or support organization on all published material relating to the contract.
- C. When producing print, audio and/or visual materials, not previously developed, the Contractor will acknowledge CDPH and USDA support in the following manner. The Contractor should consult with the Project Director or Project Director's designee who will provide the most current acknowledgement information at the time of printing or production of materials.

Print:**English**

This material was developed for the California Department of Public Health and the *Network for a Healthy California* with funding support from the by U.S. Department of Agriculture Food Stamp Program.

The "Food Stamp Program provides nutrition assistance to people with low income. It can help you buy nutritious foods for a better diet." For more information about the Food Stamp Program, please call 1-877-847-FOOD (3663).

"In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, religion, political beliefs or disability.

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TTY). USDA is an equal opportunity provider and employer."

Plus:

(Current Governor's Name), Governor
State of California

(Current Secretary's Name), Secretary
Health and Human Services Agency

(Current Director's Name), Director
California Department of Public Health

And

State Seal

Recycle Bug (if applicable)

Union Label (if applicable)

Plus:

Contractors will need to include CPNS logos as well as CDPH logo and state seal.

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Scope of Work

Spanish

Este material fue desarrollado por el Departamento de Salud Pública de California y *Network for a Healthy California* y auspiciado por el Departamento de Agricultura de los Estados Unidos Programa de Cupones de Alimentos.

“El Programa de Cupones para Alimentos ofrece asistencia relacionada a la nutrición para gente de bajos ingresos. Le puede ayudar a comprar comida nutritiva para una mejor dieta. Para obtener más información comuníquese al 1-877-847-3663

Audio and/or visual materials:

For TV or Radio public service announcements the Contractor will acknowledge CDPH and USDA in the following manner:

English

Brought to you by the California Department of Public Health, funded by the U.S. Department of Agriculture’s Food Stamp Program.

Spanish

Un mensaje del Departamento de Salud Pública de California, fundado por el Departamento de Agricultura de los Estados Unidos Programa de Cupones de Alimentos.

- D. The CDPH’ and USDA’s name shall be placed prominently on all other products generated by the Contractor as a result of the contract, with appropriate credit given for funding.
- E. The Contractor agrees to abide by the guidelines set for usage of the *Network* mark. Guidelines will be sent to the Contractor as a Program Letter.
- F. The Contractor agrees to cooperate with the State by participating in statewide meetings and site visits, as the State Contract Manager may deem necessary.
- G. The Contractor agrees to cooperate with the State in the collection of data related to evaluation of program effectiveness as requested in the manner, format, and timeline prescribed by the State. Data shall include, at a minimum, demographic description of the population served and items to measure program effectiveness.
- H. The Contractor agrees to cooperate with the State in the review and, when appropriate, the field testing of statewide evaluation instruments and newly developed educational materials.

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