

**Exhibit A
Scope of Work**

1. Service Overview

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

The Contractor shall provide comprehensive coordinated assistance and technical expertise for the *Network for a Healthy California (Network)* to conduct health education/social marketing campaigns, develop and disseminate materials, conduct research and evaluation activities, and provide administrative service to continue the CDPH's mission of protecting and improving the health of all Californians through the *Network's* nutrition education campaigns as described herein.

2. Service Location

The services shall be performed at various statewide facilities accessible to the Contractor.

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 Manager: Neal Kohatsu, MD, MPH or his designee Telephone: (916) 449-5353 Fax: (916) 449-5355 Email: Neal.Kohatsu@cdph.ca.gov	Contractor Name Name of Contractor's Project Manager: [TBD] Telephone: [TBD] Fax: [TBD] Email: [TBD]
---	---

B. Direct all inquiries to:

California Department of Public Health Network for a Healthy California Attention: Neal Kohatsu, MD, MPH or his designee 1616 Capitol Avenue, Suite 74.516, MS 7204 P.O. Box 997377, MS 7204 Sacramento, CA 95899-7377 Telephone: (916) 449-5353 Fax: 916) 449-5355 Email: Neal.Kohatsu@cdph.ca.gov	Contractor Name Section or Unit Name (if applicable): [TBD] Attention: [TBD] Street address & room number: [TBD] P.O. Box Number: [TBD] City, State, Zip Code: [TBD] Telephone: [TBD] Fax: [TBD] Email: [TBD]
---	--

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

Exhibit A
Scope of Work

5. Subcontract Requirements

- A. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing \$5,000 or more. Except as indicated in Paragraph A3) herein, when securing subcontracts for services exceeding \$5,000, the Contractor shall obtain at least three bids or justify a sole source award.
- 1) The Contractor must provide in its request for authorization, all particulars necessary for evaluating the necessity or desirability of incurring such cost.
 - 2) The State may identify the information needed to fulfill this requirement.
 - 3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:
 - a. A local governmental entity or the federal government,
 - b. A State college or university from any State,
 - c. A Joint Powers Authority,
 - d. An auxiliary organization of a California State University or a California community college,
 - e. A foundation organized to support the Board of Governors of the California Community Colleges,
 - f. An auxiliary organization of the Student Aid Commission established under Education Code § 69522,
 - g. Entities of any type that will provide subvention aid or direct services to the public,
 - h. Entities and/or service types identified as exempt from advertising in State Administrative Manual Section 1233 subsection 3. View this publication at the following Internet address: <http://sam.dgs.ca.gov>.
 - i. Other academic institutions of higher education, or consortia of academic institutions of higher education (including private universities and educational institutes)
- B. CDPH reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this agreement.
- 1) Upon receipt of a written notice from CDPH requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by CDPH.
- C. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of \$5,000 or more are subject to the prior review and written approval of CDPH. CDPH may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by CDPH.
- D. Contractor shall maintain a copy of each subcontract entered into in support of this agreement and shall, upon request by CDPH, make said copies available for approval, inspection, or audit.

**Exhibit A
Scope of Work**

- E. CDPH assumes no responsibility for the payment of subcontractors used in performance of the agreement. Contractor accepts sole responsibility for the payment of subcontractor used in performance of this agreement.
- F. The Contractor is responsible for all performance requirements under this agreement even though performance may be carried out through a subcontract.
- G. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this agreement.
- H. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

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

6. Progress Reports

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

	<u>Report Period</u>	<u>Due Date</u>
Annual Narrative Report	July 1, 2009 – September 30, 2009	10/15/2009
Annual Narrative Report	October 1, 2009 – September 30, 2010	10/15/2010
Annual Narrative Report	October 1, 2010 – September 30, 2011	10/15/2011
Annual Narrative Report	October 1, 2011 – September 30, 2012	10/15/2012
Annual Narrative Report	October 1, 2012 – September 30, 2013	10/15/2013
Final Narrative Report	October 1, 2013 – June 30, 2014	07/31/2014
- C. If the State does not receive complete and accurate progress reports by the required dates, further payments to the Contractor may be suspended until complete and accurate reports are received.

7. Contractor Requirements

The Contractor shall comply with the guidelines. These Guidelines have been incorporated into this agreement and made a part hereof by reference in Exhibit E, Additional Provisions, paragraph 1. In particular, the Contractor shall comply with the following requirements:

Exhibit A
Scope of Work

- A. The contractor agrees to cooperate with the state in the review of any and all deliverables, work product, materials, etc. as outlined in the SOW Goals 1 through 10 under the column heading Evaluation Measures.
 - B. The Contractor shall ensure that the United States Department of Agriculture (USDA) Food Stamp Program is clearly identified as a sponsor or support organization on all materials and products funded by the contract (electronic, print, audiovisual, media, etc.). The Contractor agrees to abide by the guidelines set for usage of all *Network* logos on any products generated by the Contractor.
 - C. The Contractor agrees to cooperate with the State by participating in statewide meetings and site visits, as deemed necessary by the State for training purposes.
- 8.** See the following pages for a detailed description of the services to be performed.