



COUNTY OF HUMBOLDT

AGENDA ITEM NO
D-7

For the meeting of October ²⁵~~18~~, 2016

Date September 22, 2016
To Board of Supervisors
From Connie Beck, Director *Beck*
Department of Health and Human Services—Public Health
Subject Professional Services Agreement with Humboldt County Office of Education for Nutrition Education and Obesity Prevention Program

RECOMMENDATION(S)

That the Board of Supervisors

- 1 Approve the Professional Service Agreement with the Humboldt County Office of Education (HCOE) in the amount of \$78,636 in Fund 1175, Budget Unit 433. Nutrition and Physical Activity for the term of October 1, 2016 through September 30, 2017
- 2 Authorize the Chair of the Board to sign three (3) originals of the agreement
- 3 Direct the Clerk of the Board to return two (2) fully executed original agreements to the Department of Health and Human Services (DHHS), Contract Unit

SOURCE OF FUNDING

Public Health Fund

Prepared by Vegan Montgomery, Admin Analyst

CAO Approval *E. Fennell*

REVIEW Auditor *MAH* County Counsel *[Signature]* Human Resources *[Signature]* Other _____

TYPE OF ITEM
 Consent
 Departmental
 Public Hearing
 Other _____

PRIOR ACTION/RESOLUTION

Board Order No C-5

Meeting of 8/16/16

BOARD OF SUPERVISORS COUNTY OF HUMBOLDT

Upon motion of Supervisor *Fennell* seconded by Supervisor *Bass*

Ayes *Sundberg, Fennell, Lovelace, Bohn, Bass*
Nays _____
Abstain _____
Absent _____

and carried by those members present, the Board hereby approves the recommended action contained in this Board report

Dated Oct. 25, 2016
By *[Signature]*
Kathy Hayes, Clerk of the Board

**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
HUMBOLDT COUNTY OFFICE OF EDUCATION**

This Agreement, entered into this 25th day of Oct, 2016, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and the Humboldt County Office of Education, a government entity, hereinafter referred to as "CONTRACTOR," is made upon the following considerations

WHEREAS, COUNTY, by and through its Department of Health and Human Services (DHHS)-Public Health, is the recipient of Grant Agreement No 16-10150 from the California Department of Public Health (CDPH), Nutrition Education and Obesity Prevention Branch (NEOPB), and

WHEREAS, COUNTY desires to retain the services of CONTRACTOR to assist with the grant deliverables of the Nutrition Education and Obesity Prevention (NEOP) program, and

WHEREAS, such work involves the performance of professional, expert and technical services of a temporary and occasional character, and COUNTY has no employees available to perform such services and is unable to hire employees for the performance thereof for the temporary period, and

WHEREAS, CONTRACTOR has represented that it is specially trained, skilled, experienced and qualified to perform such services required by COUNTY

NOW THEREFORE, the parties hereto mutually agree as follows

1 DESCRIPTION OF SERVICES

CONTRACTOR agrees to furnish the services described in Exhibit A – Scope of Work, which is attached hereto and incorporated herein by reference. In providing such services and assistance, CONTRACTOR agrees to fully cooperate with the DHHS-Public Health Director, or designee thereof, hereinafter referred to as "DIRECTOR."

2 TERM

This Agreement shall begin on October 1, 2016 and shall remain in full force and effect until September 30, 2017, unless sooner terminated or modified as provided herein

3 TERMINATION

A Breach of Contract If, in the opinion of COUNTY, CONTRACTOR fails to adequately perform the services required hereunder within the time limits specified herein, or otherwise fails to comply with the terms of this Agreement, or violates any ordinance, regulation, or other law applicable to its performance herein, COUNTY may terminate this Agreement immediately, upon notice

B Without Cause This Agreement may be terminated by COUNTY without cause upon thirty (30) days advance written notice. Such notice shall state the effective date of the termination

- C. **Insufficient Funding.** COUNTY's obligations under this Agreement are contingent upon the availability of local, state and/or federal funds. In the event such funding is reduced or eliminated, COUNTY shall, at its sole discretion, determine whether this Agreement shall be terminated. COUNTY shall provide CONTRACTOR seven (7) days advance written notice of its intent to terminate this Agreement due to insufficient funding.
- D. **Compensation.** In the event of any termination of this Agreement, CONTRACTOR shall be entitled to compensation for uncompensated services rendered hereunder through and including the effective date of such termination. However, this provision shall not limit or reduce any damages owing to COUNTY resulting from a breach of this Agreement by CONTRACTOR.

4. **COMPENSATION:**

- A. **Maximum Amount Payable.** The maximum amount payable by COUNTY for services rendered, and costs and expenses incurred, pursuant to the terms and conditions of this Agreement is Seventy-Eight Thousand Six Hundred Thirty-Six Dollars (\$78,636.00). CONTRACTOR agrees to perform all services required by this Agreement for an amount not to exceed such maximum amount payable. However, if local, state or federal funding or allowance rates are reduced or eliminated, COUNTY may, by amendment, reduce the maximum amount payable for services provided hereunder, or terminate this Agreement as provided herein.
- B. **Schedule of Rates.** The specific rates and costs applicable to this Agreement are set forth in Exhibit B – Schedule of Rates, which is attached hereto and incorporated herein by reference.
- C. **Additional Services.** Any additional services not otherwise provided for herein shall not be provided by CONTRACTOR, or compensated by COUNTY, without written authorization by COUNTY. All unauthorized costs and expenses incurred above the maximum dollar amount set forth herein shall be the responsibility of CONTRACTOR. CONTRACTOR shall notify COUNTY, in writing, at least six (6) weeks prior to the date upon which CONTRACTOR estimates that the maximum payable amount will be reached.

5. **PAYMENT:**

CONTRACTOR shall submit to COUNTY quarterly invoices itemizing all work completed. Invoices shall be in a format approved by, and shall include backup documentation as specified by, DIRECTOR and the Humboldt County Auditor-Controller. CONTRACTOR shall submit a final undisputed invoice for payment no more than thirty (30) days following the expiration or termination date of this Agreement. Payment for work performed will be made within thirty (30) days after the receipt of approved invoices. All invoices submitted by CONTRACTOR shall be sent to COUNTY at the following address:

COUNTY: Humboldt County DHHS—Public Health
Community Wellness Center
Attn: Megan Montgomery
908 7th Street
Eureka, CA 95501

6. **NOTICES:**

Any and all notices required to be given pursuant to the terms of this Agreement shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective

addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

COUNTY: Humboldt County DHHS—Public Health
Community Wellness Center
Attn: Megan Montgomery
908 7th Street
Eureka, CA 95501

CONTRACTOR: Humboldt County Office of Education
Attn: Linda Prescott
901 Myrtle Avenue
Eureka, CA 95501

7. REPORTS:

CONTRACTOR agrees to provide COUNTY with any and all reports, which may be required by local, state or federal agencies for compliance with this Agreement. Reports shall be submitted no later than fifteen (15) days after the end of each calendar quarter using the format required by the State of California as appropriate.

8. RECORD RETENTION AND INSPECTION:

A. Maintenance and Preservation of Records. CONTRACTOR agrees to timely prepare accurate and complete financial, performance and payroll records relating to the services provided hereunder, and to maintain and preserve said records for at least three (3) years from the date of final payment of Grant Agreement No. 16-10150 and final payment from the NEOPB to COUNTY to permit the California Department of Public Health, California Department of Social Services, United States Bureau of Agriculture, the Bureau of State Audits, or any duly authorized federal state, or COUNTY 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. Further CONTRACTOR agrees to maintain and preserve said records for at least three (3) years from the date of final payment under this Agreement, except that if any litigation, claim, negotiation, audit or other action is pending, the records shall be retained until completion and resolution of all issues arising therefrom. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work performed. In addition, CONTRACTOR shall maintain detailed payroll records.

B. Inspection of Records. Pursuant to California Government Code Section 8546.7, all records, documents, conditions and activities of CONTRACTOR, and its subcontractors, related to the services provided hereunder, shall be subject to the examination and audit of the California State Auditor and other duly authorized agents of the State of California for a period of three (3) years after final payment under this Agreement. CONTRACTOR hereby agrees to make such records available during normal business hours to inspection, audit and reproduction by any duly authorized agents of the State of California or COUNTY. CONTRACTOR further agrees to allow interviews of any of its employees who might reasonably have information related to such records by any duly authorized agents of the State of California or COUNTY. All examinations and audits conducted under this section shall be strictly confined to those matters connected with

the performance of this Agreement, including, but not limited to, the costs of administering this Agreement

- C Audit Costs In the event of an audit exception or exceptions, the party responsible for not meeting the program requirements shall be responsible for the deficiency and for the cost of the audit. If the allowable expenditures cannot be determined because CONTRACTOR's documentation is nonexistent or inadequate, according to generally accepted accounting practices, the questionable cost shall be disallowed by COUNTY.
- D 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 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 a separate account for services provided hereunder in accordance with generally accepted accounting principles.

9. MONITORING

CONTRACTOR agrees that COUNTY has the right to monitor CONTRACTOR's activities related to this Agreement, including the right to review and monitor records, programs or procedures related to this Agreement, at any time, as well as the overall operation of CONTRACTOR's programs in order to ensure compliance with the terms and conditions of this Agreement. However, COUNTY is not responsible, and will not be held accountable, for overseeing or evaluating the adequacy of the results of services performed by CONTRACTOR pursuant to the terms of this Agreement.

10. CONFIDENTIAL INFORMATION

- A Disclosure of Confidential Information In the performance of this Agreement, CONTRACTOR may receive information that is confidential under local, state or federal law. CONTRACTOR hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws and regulations, including, but not limited to California Welfare and Institutions Code Sections 827, 5328 and 10850, California Health & Safety Code Sections 1280.15 and 1280.18, the California Confidentiality of Medical Information Act, the federal Health Information Technology for Economic and Clinical Health Act, ("HITECH Act"), the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and any current and future implementing regulations promulgated thereunder, including, without limitation, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.
- B Continuing Compliance with Confidentiality Laws The parties acknowledge that federal and state confidentiality laws are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws or regulations.

11 NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE

CONTRACTOR certifies by its signature below that it is not a Nuclear Weapons Contractor, in that CONTRACTOR is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. CONTRACTOR agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CONTRACTOR becomes a Nuclear Weapons Contractor.

12 NON-DISCRIMINATION COMPLIANCE

- A Professional Services and Employment In connection with the execution of this Agreement, CONTRACTOR shall not discriminate in the provision of professional services or against any employee or applicant for employment because of race, religion or religious creed, color, age (over 40 years of age), sex (including gender identity and expression, pregnancy, childbirth and related medical conditions), sexual orientation (including heterosexuality, homosexuality and bisexuality), national origin, ancestry, marital status, medical condition (including cancer and genetic characteristics), mental or physical disability (including HIV status and AIDS), military service, or any other classifications protected by local, state and federal laws and regulations. Nothing herein shall be construed to require employment of unqualified persons.
- B Affirmative Action CONTRACTOR shall take affirmative action to ensure that the evaluation and treatment of their employees and applicants for employment are free from discrimination. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Nothing herein shall be construed to require employment of unqualified persons.
- C Compliance with Equal Opportunity and Anti-Discrimination Laws CONTRACTOR further assures that it will abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, California Welfare and Institutions Code Section 10000, CDSS MPP Division 21, United States Executive Order 11246, as amended, the Americans with Disabilities Act of 1990, Government Code section 12990 (a-f), CCR, Title 2, section 8103, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212), and any other applicable local, state and federal laws and regulations. Practices in hiring, compensation, benefits and firing are among the employment practices subject to this requirement.
- D Domestic Partners CONTRACTOR certifies that it is in compliance with Public Contract Code section 10295.3.
- E Labor Organizations Contractor shall give written notice of its obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- F CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this Non-Discrimination Compliance clause.

G. In the event of the CONTRACTOR's noncompliance with the requirements of the provisions herein or with any federal or state 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 contracts with the COUNTY.

13. DRUG-FREE WORKPLACE:

By signing this Agreement, CONTRACTOR hereby certifies that CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (California Government Code Sections 8350 *et seq.*) and will provide a drug-free workplace by doing all of the following:

- A. Drug-Free Policy. Publish, as required by California Government Code Section 8355, subdivision (a)(1), a Drug-Free Policy Statement which notifies employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited, and specifies the actions to be taken against employees for violations.
- B. Drug-Free Awareness Program. Establish, as required by California Government Code Section 8355, subdivision (a)(2), a Drug-Free Awareness Program which informs employees about all of the following:
 - 1. The dangers of drug abuse in the workplace;
 - 2. CONTRACTOR's policy of maintaining a drug-free workplace;
 - 3. Any available counseling, rehabilitation and employee assistance programs; and
 - 4. Penalties that may be imposed upon employees for drug abuse violations.
- C. Drug-Free Employment Agreement. Ensure, as required by California Government Code Section 8355, subdivision (a)(3), that every employee who provides services hereunder will:
 - 1. Receive a copy of CONTRACTOR's Drug-Free Policy Statement; and
 - 2. Agree to abide by the terms of CONTRACTOR's Drug-Free Policy as a condition of employment.
- D. Noncompliance. Failure to comply with these requirements may result in suspension of payments under this Agreement and/or termination thereof, and CONTRACTOR may be ineligible for award of future contracts if COUNTY determines that the foregoing certification is false or if CONTRACTOR violates the certification by failing to carry out the above-referenced requirements.

14. AIR OR WATER POLLUTION REQUIREMENTS:

CONTRACTOR shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution. Further, CONTRACTOR assures that it will 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)

15 DEBARMENT AND SUSPENSION CERTIFICATION

A CONTRACTOR 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. Further, by signing this Agreement, CONTRACTOR certifies, to the best of its knowledge and belief, that it and its principals

- 1 Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions of any federal department or agency
- 2 Have not within a three-year period preceding this 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 government entity (federal, state or local) with commission of any of the offenses enumerated above
- 4 Have not within a three year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause of default
- 5 Shall not knowingly enter into any transaction related to the performance of this Agreement 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 COUNTY

B Where CONTRACTOR is unable to certify to any of the statements listed above, CONTRACTOR shall attach an explanation to this Agreement

C The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549

D If the CONTRACTOR knowingly violates this certification, in addition to other remedies available to the federal or state government, the COUNTY may terminate this Agreement for cause or default

16 LOBBYING RESTRICTIONS AND DISCLOSURE CERTIFICATION

CONTRACTOR hereby certifies that no funds shall be used for lobbying and agrees to comply with the Byrd-Anti Lobbying Amendment, as required by 20 CFR 667.200(a) and 29 CFR 93.110. CONTRACTOR shall provide to COUNTY a fully executed "Certification Regarding Lobbying" (attached as Exhibit C and incorporated in full herein) that it has not made, and will not make, any payment to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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 any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

17. COMPLIANCE WITH CONSOLIDATED APPROPRIATIONS ACT:

CONTRACTOR shall comply with the restrictions under Division F, Title V, Section 503 of the Consolidated Appropriations Act, 2012 (H.R. 2055). No funds provided under this Agreement shall be used for publicity or propaganda purposes, for the preparation, distribution or use of any kit, pamphlet, booklet, publication, radio, television or film presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress itself. Nor shall funds be used to pay the salary or expenses of any person related to any activity designed to influence legislation or appropriations pending before the Congress.

18. INDEMNIFICATION:

A. Hold Harmless, Defense and Indemnification. CONTRACTOR shall hold harmless, defend and indemnify COUNTY and its officers, officials, employees and volunteers from and against any and all claims, demands, losses, damages, liabilities, expenses and costs of any kind or nature, including, without limitation, attorneys' fees and other costs of litigation, arising out of or in connection with CONTRACTOR's performance of work hereunder or its failure to comply with any of the obligations contained herein, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY.

B. Effect of Insurance. Acceptance of insurance required by this Agreement does not relieve CONTRACTOR from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages caused by, arising out of, or in connection with CONTRACTOR'S operations regardless if any insurance is applicable or not.

19. INSURANCE REQUIREMENTS:

This Agreement shall not be executed by COUNTY, and CONTRACTOR is not entitled to any rights, unless certificates of insurance or other sufficient proof that the following provisions have been complied with, are filed with the Clerk of the Humboldt County Board of Supervisors.

A. General Insurance Requirements. Without limiting CONTRACTOR's indemnification obligations provided for herein, CONTRACTOR shall and shall require that all subcontractors take out and maintain, throughout the period of this Agreement and any extended term thereof, the following policies of insurance placed with insurers authorized to do business in California and with a current A.M. Best rating of no less than A: VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of CONTRACTOR, its agents, officers, directors, employees, licensees, invitees, assignees or subcontractors:

1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability Coverage (occurrence form CG 0001), in an amount of Two Million Dollars (\$2,000,000) per occurrence for any one incident, including, personal injury, death and property damage. If a general aggregate limit is used, such limit shall apply separately hereto or shall be twice the required occurrence limit.

2. Automobile/Motor Liability Insurance with a limit of liability of not less than One Million Dollars (\$1,000,000) combined single limit coverage. Such insurance shall include coverage of all owned, hired and non-owned vehicles. Said coverage shall be at least as broad as Insurance Service Office Form Code 1 (any auto).
 3. Workers' Compensation Insurance, as required by the Labor Code of the State of California, with statutory limits, and Employers Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000) per accident for bodily injury or disease. Said policy shall contain, or be endorsed to contain, a waiver of subrogation against COUNTY, its agents, officers, officials, employees and volunteers.
 4. Professional Liability Insurance – Error and Omission Coverage including coverage in an amount no less than One Million Dollars (\$1,000,000) for each occurrence (Three Million Dollars (\$3,000,000) general aggregate). Said insurance shall be maintained for the statutory period during which CONTRACTOR may be exposed to liability. CONTRACTOR shall require that such coverage be incorporated into its professional services agreements with any other entities.
- B. Special Insurance Requirements. Said policies shall, unless otherwise specified herein, be endorsed with the following provisions:
1. The Comprehensive or Commercial General Liability Policy shall provide that COUNTY, its agents, officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by or on behalf of CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to COUNTY, its agents, officers, officials, employees and volunteers. Said policy shall also contain a provision stating that such coverage:
 - a. Includes contractual liability.
 - b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to "XCU Hazards."
 - c. Is the primary insurance with regard to COUNTY.
 - d. Does not contain a pro-rata, excess only and/or escape clause.
 - e. Contains a cross liability, severability of interest or separation of insureds clause.
 2. The above-referenced policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY in accordance with the notice provisions set forth herein. It is further understood that CONTRACTOR shall not terminate such coverage until COUNTY receives adequate proof that equal or better insurance has been secured.
 3. The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.

4. For claims related to this Agreement, CONTRACTOR's insurance is the primary coverage to COUNTY, and any insurance or self-insurance programs maintained thereby are excess to CONTRACTOR's insurance and will not be used to contribute therewith.
 5. Any failure to comply with the provisions of this Agreement, including breach of warranties, shall not affect coverage provided to COUNTY, its agents, officers, officials, employees and volunteers.
 6. CONTRACTOR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement. The endorsements shall be on forms approved by the Humboldt County Risk Manager or County Counsel. Any deductible or self-insured retention over One Hundred Thousand Dollars (\$100,000) shall be disclosed to and approved by COUNTY. If CONTRACTOR does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this Agreement, take out the necessary insurance, and CONTRACTOR agrees to pay the cost thereof. COUNTY is also hereby authorized with the discretion to deduct the cost of said insurance from the monies owed to CONTRACTOR under this Agreement.
 7. COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered, and CONTRACTOR shall be required to purchase additional coverage to meet the above aggregate limits.
- C. Insurance Notices. Any and all insurance notices required to be given pursuant to the terms of this Agreement shall be sent to the addresses set forth below in accordance with the notice provisions described herein.

COUNTY: County of Humboldt
Attention: Risk Management
825 Fifth Street, Room 131
Eureka, California 95501

CONTRACTOR: Humboldt County Office of Education
Attn: Linda Prescott
901 Myrtle Avenue
Eureka, CA 95501

20. RELATIONSHIP OF PARTIES:

It is understood that this is an Agreement by and between two (2) independent contractors and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture, or any other similar association. Both parties further agree that CONTRACTOR shall not be entitled to any benefits to which COUNTY employees are entitled, including, but not limited to, overtime, retirement benefits, leave benefits or workers' compensation. CONTRACTOR shall be solely responsible for the acts or omissions of its agents, officers, employees, assignees and subcontractors.

21. COMPLIANCE WITH LAWS:

CONTRACTOR agrees to comply with all applicable local, state and federal laws, regulations, policies and procedures applicable to the services provided pursuant to the terms and conditions of this Agreement including, but not limited to, the Americans with Disabilities Act. CONTRACTOR further agrees to comply with all applicable local, state and federal licensure and certification requirements.

22. SEVERABILITY:

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

23. ASSIGNMENT:

CONTRACTOR shall not delegate its duties or assign its rights hereunder, either in whole or in part, without COUNTY's prior written consent. Any assignment by CONTRACTOR in violation of this provision shall be void, and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service agreements or other arrangements usually or customarily entered into by CONTRACTOR to obtain supplies, technical support or professional services.

24. AGREEMENT SHALL BIND SUCCESSORS:

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and assigns.

25. WAIVER OF DEFAULT:

The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement. In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement or any default which may then exist on the part of CONTRACTOR. Nor shall such payment impair or prejudice any remedy available to COUNTY with respect to any breach or default. COUNTY shall have the right to demand repayment of, and CONTRACTOR shall promptly refund, any funds disbursed to CONTRACTOR, which in the judgment of COUNTY were not expended in accordance with the terms of this Agreement.

26. NON-LIABILITY OF COUNTY OFFICIALS AND EMPLOYEES:

No official or employee of COUNTY shall be personally liable for any default or liability under this Agreement.

27. NO THIRD-PARTY RIGHTS:

The parties do not intend to create any rights or remedies for any third-party as a beneficiary of this Agreement.

28. AMENDMENT:

This Agreement may be amended at any time during the term of this Agreement upon the mutual consent of both parties. No addition to, or alteration of, the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto.

29. STANDARD OF PRACTICE:

CONTRACTOR warrants that CONTRACTOR has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. CONTRACTOR's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

30. TITLE TO INFORMATION AND DOCUMENTS:

It is understood that any and all documents, information, and reports concerning the subject matter of this Agreement prepared by and/or submitted by CONTRACTOR shall become the property of COUNTY. However, CONTRACTOR may retain copies of such documents and information for its records and may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Agreement, subject to appropriate acknowledge of credit to the COUNTY and State for financial support. In the event of termination of this Agreement, for any reason whatsoever, CONTRACTOR shall promptly turn over all information, writings and documents to COUNTY without exception or reservation.

31. JURISDICTION AND VENUE:

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder or relating to this Agreement shall be litigated in the State of California and venue shall lie in the County of Humboldt, unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

32. RELATED LITIGATION:

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

33. ADVERTISING AND MEDIA RELEASE:

All informational material related to this Agreement shall receive approval from COUNTY prior to being used as advertising or released to the media (television, radio, newspapers and internet). CONTRACTOR shall inform COUNTY of all requests for interviews by media related to this Agreement before such interviews take place, and COUNTY is entitled to have a representative present at such interviews. All notices required by this provision shall be given to DIRECTOR.

34. SUBCONTRACTS:

CONTRACTOR shall obtain prior written approval from COUNTY before subcontracting any of the services delivered under the terms of this Agreement. Any and all subcontracts will be subject to all applicable terms and conditions of this Agreement, including, without limitation, the licensing, certification, privacy, security and confidentiality requirements set forth herein. CONTRACTOR

shall remain legally responsible for the performance of all terms and conditions of this Agreement, including work performed by third parties under subcontracts whether approved by COUNTY or not.

35. INTERPRETATION:

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one party on the basis that the other party prepared it.

36. INDEPENDENT CONSTRUCTION:

The titles of the sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only, and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

37. FORCE MAJEURE:

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

38. 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 the CDPH (CDPH), as required by program directives. CDPH shall provide Grantee with copies of said documents and any periodic updates thereto, under separate cover. CDPH will maintain on file, all documents reference herein and any subsequent updates.

A. *Fiscal and Administrative Guidelines Manual*

<http://www.cdph.ca.gov/programs/NEOPB/Pages/FiscalandAdministrativeGuidelinesManual.aspx>

B. *Program Guidelines manual*

<http://www.cdph.ca.gov/programs/NEOPB/Pages/NEOPBProgramGuidelinesManual.aspx>

C. *Nutrition Education and Obesity Prevention Branch Program Letters*

<http://www.cdph.ca.gov/programs/NEOPB/Pages/ProgramLetters.aspx>

39. CONTRACTOR CERTIFICATION:

CONTRACTOR shall provide to COUNTY a fully executed "CCC-307 Certification", attached hereto as Exhibit D and incorporated in full herein.

40. PROVISIONS REQUIRED BY LAW:

This Agreement is subject to any additional local, state and federal restrictions, limitations, or conditions that may affect the provisions, terms or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any

reason any such provision is not included, or is not correctly stated, the parties agree to amend the pertinent section to make such insertion or correction.

41. REFERENCE TO LAWS AND RULES:

In the event any law, regulation, policy or procedure referred to in this Agreement is amended during the term hereof, the parties agree to comply with the amended provision as of the effective date of such amendment.

42. SURVIVAL:

The duties and obligations of the parties set forth in Section 3(D) – Compensation Upon Termination, Section 8 – Record Retention and Inspection, Section 10 – Confidential Information and Section 18 – Indemnification shall survive the expiration or termination of this Agreement.

43. CONFLICTING TERMS OR CONDITIONS:

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this Agreement, the terms and conditions set forth herein shall have priority.

44. ENTIRE AGREEMENT:

This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In addition, this Agreement shall supersede in its entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this Agreement are hereby ratified.

45. AUTHORITY TO EXECUTE:

Each person executing this Agreement represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such party's obligations hereunder have been duly authorized.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date written above.

HUMBOLDT COUNTY OFFICE OF EDUCATION

By: 

Date: 9-9-16

Name: Gary Eagles, PhD

Title: Superintendent of Humboldt County Schools

COUNTY OF HUMBOLDT

By: 

Date: 10/29/16

Mark Lovelace
Chair, Humboldt County Board of Supervisors

INSURANCE AND INDEMNIFICATION REQUIREMENTS APPROVED:

By: 
Risk Management

Date: 10/12/16

LIST OF EXHIBITS:

- Exhibit A – Scope of Services
- Exhibit B – Schedule of Rates
- Exhibit C – Federal Term and Conditions
 - Attachment 1– Certification Regarding Lobbying
- Exhibit D – CCC-307 Certification

Exhibit A
Scope of Work

The following activities (including selection of school sites, educational materials, curricula, and evaluation methods) have been selected in accordance with Supplemental Nutrition Assistance Program Education (SNAP-Ed) Guidelines, as set forth by California Department of Public Health's NEOP Branch in grant agreement 16-10150. Activity and objective numbers correspond to Humboldt County's Integrated Work Plan, approved by the State and the United States Department of Agriculture (USDA) for FFY 2017-19.

SCHOOL-BASED NUTRITION EDUCATION & ACTIVITY PROMOTION

NEOP Objective #2: By September 30, 2017, at four (4) low resource school sites, HCOE educators and sixty (60) trained extenders (classroom teachers) will reach four hundred (400) elementary students with direct education, one thousand one hundred (1,100) students with indirect education, and one thousand five hundred (1,500) parents with indirect education, and HCOE staff will work with partners including school food service staff/school wellness committees to improve the school cafeteria environment at one school site by increasing sourcing of local produce and adoption of Smarter Lunchroom Movement strategies.

Sites will include the following schools:

Activity Number	Activity Description	Time Frame: Quarter* <i>Check all that apply</i>	Performance Measures/Deliverables								
2.1	Develop and distribute annually Harvest of the Month (HOTM) schedule for school year 2016-2017 for use by qualifying school sites to reinforce nutrition education message.	FFY 2017 <table border="1"> <tr> <td>Q1</td> <td>Q2</td> <td>Q3</td> <td>Q4</td> </tr> <tr> <td>x</td> <td></td> <td></td> <td></td> </tr> </table>	Q1	Q2	Q3	Q4	x				List of sites receiving HOTM schedules, HOTM schedules
Q1	Q2	Q3	Q4								
x											
2.2	Increase local procurement and Farm to School connections with monthly HOTM tastings at four SNAP-Ed eligible school sites annually. Make cafeteria connections through distribution and promotion of HOTM using posters, point of services materials.	FFY 2017 <table border="1"> <tr> <td>Q1</td> <td>Q2</td> <td>Q3</td> <td>Q4</td> </tr> <tr> <td>x</td> <td>x</td> <td>x</td> <td>x</td> </tr> </table>	Q1	Q2	Q3	Q4	x	x	x	x	List of sites receiving HOTM tastings & promotion; HOTM materials distributed
Q1	Q2	Q3	Q4								
x	x	x	x								
2.3	On a monthly basis procure, assemble and deliver USDA approved curriculum and HOTM educational materials and produce to SNAP-Ed intervention school sites: 60 participating classrooms in FFY 2017.	FFY 2017 <table border="1"> <tr> <td>Q1</td> <td>Q2</td> <td>Q3</td> <td>Q4</td> </tr> <tr> <td>x</td> <td>x</td> <td>x</td> <td>x</td> </tr> </table>	Q1	Q2	Q3	Q4	x	x	x	x	Materials used, list of sites receiving SNAP-Ed materials, ATF
Q1	Q2	Q3	Q4								
x	x	x	x								
2.4	Provide monthly indirect nutrition education using USDA approved materials to 1100 K-3 grade students at 4 SNAP-Ed qualifying school sites in FFY 2017.	FFY 2017 <table border="1"> <tr> <td>Q1</td> <td>Q2</td> <td>Q3</td> <td>Q4</td> </tr> <tr> <td>x</td> <td></td> <td></td> <td>x</td> </tr> </table>	Q1	Q2	Q3	Q4	x			x	Reporting Tools, Informational flyers, Quarterly Reports, Sign in sheets, ATF
Q1	Q2	Q3	Q4								
x			x								
2.5	Provide monthly direct nutrition education using USDA-approved HOTM workbooks to 400 4th & 5th grade students at four SNAP-Ed qualifying school sites in FFY 2017.	FFY 2017 <table border="1"> <tr> <td>Q1</td> <td>Q2</td> <td>Q3</td> <td>Q4</td> </tr> <tr> <td>x</td> <td>x</td> <td>x</td> <td>x</td> </tr> </table>	Q1	Q2	Q3	Q4	x	x	x	x	ATF, EARS-Quarterly Reports; Quarterly Reporting Workbooks, Copies of evaluation tools utilized,
Q1	Q2	Q3	Q4								
x	x	x	x								

**Exhibit A
Scope of Work**

			materials used												
2.6	Develop and distribute monthly indirect education to parents at 4 SNAP-Ed qualifying school sites through HOTM article in school newsletter and HOTM school menu templates to reinforce nutrition education message. Approximate reach is 1,500 in FFY 2017.	<table border="1"> <tr><th colspan="4">FFY 2017</th></tr> <tr><th>Q1</th><th>Q2</th><th>Q3</th><th>Q4</th></tr> <tr><td>x</td><td>x</td><td>x</td><td>x</td></tr> </table>	FFY 2017				Q1	Q2	Q3	Q4	x	x	x	x	Reporting Tools, Informational flyers, Quarterly Reports, Sign in sheets
FFY 2017															
Q1	Q2	Q3	Q4												
x	x	x	x												
2.7	Identify sites with the capacity and interest to implement Smarter Lunchroom Movement (SLM) strategies.	<table border="1"> <tr><th colspan="4">FFY 2017</th></tr> <tr><th>Q1</th><th>Q2</th><th>Q3</th><th>Q4</th></tr> <tr><td>x</td><td></td><td></td><td></td></tr> </table>	FFY 2017				Q1	Q2	Q3	Q4	x				SLM scorecard assessment; PSE Annual reporting; Reporting Tools Workbook (RTW) , Identified SLM sites
FFY 2017															
Q1	Q2	Q3	Q4												
x															
2.8	Provide SLM training to food service director and staff and conduct scorecard assessment, assisting sites to conduct environment and policy assessments to identify areas for improvement. Identify opportunities for incorporating SLM strategies as appropriate. One school site in Year.	<table border="1"> <tr><th colspan="4">FFY 2017</th></tr> <tr><th>Q1</th><th>Q2</th><th>Q3</th><th>Q4</th></tr> <tr><td>x</td><td>x</td><td></td><td></td></tr> </table>	FFY 2017				Q1	Q2	Q3	Q4	x	x			Training sign in sheets; SLM scorecard assessment; List of identified SLM sites
FFY 2017															
Q1	Q2	Q3	Q4												
x	x														
2.9	Provide ongoing technical assistance for implementation and/or adopting SLM strategies for one school site in FFY 2017 with demonstration of positive outcomes through improved post-assessment scores.	<table border="1"> <tr><th colspan="4">FFY 2017</th></tr> <tr><th>Q1</th><th>Q2</th><th>Q3</th><th>Q4</th></tr> <tr><td>x</td><td>x</td><td>x</td><td>x</td></tr> </table>	FFY 2017				Q1	Q2	Q3	Q4	x	x	x	x	Technical assistance sheet, SLM scorecard assessments to demonstrate improved scores, PSE Annual Report
FFY 2017															
Q1	Q2	Q3	Q4												
x	x	x	x												
2.10	Provide monthly direct nutrition education using USDA-approved curriculum to 150 students total at four SNAP-Ed qualifying afterschool sites in FFY 2017 by trained extenders (i.e. afterschool coordinators).	<table border="1"> <tr><th colspan="4">FFY 2017</th></tr> <tr><th>Q1</th><th>Q2</th><th>Q3</th><th>Q4</th></tr> <tr><td>x</td><td>x</td><td>x</td><td>x</td></tr> </table>	FFY 2017				Q1	Q2	Q3	Q4	x	x	x	x	Quarterly Reports; Quarterly Reporting Workbooks, Copies of evaluation tools utilized, materials used
FFY 2017															
Q1	Q2	Q3	Q4												
x	x	x	x												

***Time Frame: Quarter:**

Qtr. 1 (Oct. 1-Dec. 31); Qtr. 2 (Jan. 1-March 31); Qtr. 3 (Apr. 1-Jun. 30); Qtr. 4 (Jul. 1-Sept.30)

Exhibit A
Scope of Work

Educational Materials, Resources, and Curriculum

Activity Number	Curriculum, Toolkit, Resource Name	Level of Evidence Base	
2.7, 2.8, 2.9	Smarter Lunchrooms Movement Materials	<input checked="" type="checkbox"/>	Research Tested
		<input type="checkbox"/>	Practice Tested
		<input type="checkbox"/>	Emerging
		<input type="checkbox"/>	N/A - Please describe below:
2.1, 2.2, 2.3, 2.4, 2.5, 2.6	Harvest of the Month materials	<input type="checkbox"/>	Research Tested
		<input checked="" type="checkbox"/>	Practice Tested
		<input type="checkbox"/>	Emerging
		<input type="checkbox"/>	N/A - Please describe below:
2.5	USDA Approved Harvest of the Month workbooks	<input type="checkbox"/>	Research Tested
		<input checked="" type="checkbox"/>	Practice Tested
		<input type="checkbox"/>	Emerging
		<input type="checkbox"/>	N/A - Please describe below:
2.10	USDA Serving Up My Plate : Yummy Curriculum	<input checked="" type="checkbox"/>	Research Tested
		<input type="checkbox"/>	Practice Tested
		<input type="checkbox"/>	Emerging
		<input type="checkbox"/>	N/A - Please describe below:
2.10	Power Play Community Youth Organization Kit	<input checked="" type="checkbox"/>	Research Tested
		<input type="checkbox"/>	Practice Tested
		<input type="checkbox"/>	Emerging
		<input type="checkbox"/>	N/A - Please describe below:

Evaluation Activities (FFY 2017)

Activity Number	Evaluation Activity Description	Time Frame: Quarter*				Tool/Documentation	
		Check all that apply					
E.2.1	SLM pre and post assessment using SLM scorecard. Activity 2.7, 2.8 and 2.9	FFY 2017				<input type="checkbox"/>	EARS/ATF
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	PSE RE-AIM Report
		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UC CalFresh Workbook
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Food Behavior Checklist
		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	UC Intent to Change
List other:							

Exhibit A
Scope of Work

E.2.2	Conduct HOTM classroom survey with participating teachers to obtain program feedback, environmental changes and student changes in behavior. Activity 2.2, 2.3, 2.4, 2.5, 2.6	<table border="1"> <thead> <tr> <th colspan="4">FFY 2017</th> </tr> <tr> <th>Q1</th> <th>Q2</th> <th>Q3</th> <th>Q4</th> </tr> </thead> <tbody> <tr> <td align="center">x</td> <td></td> <td></td> <td align="center">x</td> </tr> </tbody> </table>	FFY 2017				Q1	Q2	Q3	Q4	x			x	<table border="1"> <tr><td></td><td>EARS/ATF</td></tr> <tr><td></td><td>PSE RE-AIM Report</td></tr> <tr><td></td><td>UC CalFresh Workbook</td></tr> <tr><td align="center">x</td><td>Food Behavior Checklist</td></tr> <tr><td></td><td>UC Intent to Change</td></tr> <tr><td colspan="2">List other:</td></tr> </table>		EARS/ATF		PSE RE-AIM Report		UC CalFresh Workbook	x	Food Behavior Checklist		UC Intent to Change	List other:	
FFY 2017																											
Q1	Q2	Q3	Q4																								
x			x																								
	EARS/ATF																										
	PSE RE-AIM Report																										
	UC CalFresh Workbook																										
x	Food Behavior Checklist																										
	UC Intent to Change																										
List other:																											
E.2.3	Demonstrate positive outcomes through improved scorecard assessments. Approximate reach is 375 in FFY 2017. Activity 2.7, 2.8 and 2.9	<table border="1"> <thead> <tr> <th colspan="4">FFY 2017</th> </tr> <tr> <th>Q1</th> <th>Q2</th> <th>Q3</th> <th>Q4</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td align="center">x</td> </tr> </tbody> </table>	FFY 2017				Q1	Q2	Q3	Q4				x	<table border="1"> <tr><td></td><td>EARS/ATF</td></tr> <tr><td align="center">x</td><td>PSE RE-AIM Report</td></tr> <tr><td></td><td>UC CalFresh Workbook</td></tr> <tr><td></td><td>Food Behavior Checklist</td></tr> <tr><td></td><td>UC Intent to Change</td></tr> <tr><td colspan="2">List other:</td></tr> </table>		EARS/ATF	x	PSE RE-AIM Report		UC CalFresh Workbook		Food Behavior Checklist		UC Intent to Change	List other:	
FFY 2017																											
Q1	Q2	Q3	Q4																								
			x																								
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List other:																											

***Time Frame: Quarter:**

Qtr. 1 (Oct. 1-Dec. 31); Qtr. 2 (Jan. 1-March 31); Qtr. 3 (Apr. 1-Jun. 30); Qtr. 4 (Jul. 1-Sept.30)

Exhibit B
Schedule of Rates

Staffing.
Salary/Benefits*

Position Title	Position Name	Annual Salary	FTE	Total Salary	Benefit Rate	Total Benefits	Total Salary and Benefits
Dietitian	Linda Prescott	\$ 87,714.59	0.20	\$17,542.92	47.66%	\$8,360.96	\$25,904
Nutrition Educator	Robin Renner	\$ 30,278.55	0.50	\$15,139.28	81.86%	\$12,393.01	\$27,532
Finance Analyst	Carol Stewart	\$ 45,845.80	0.10	\$4,584.58	62.53%	\$2,866.74	\$7,451
Total Staffing Salary/Benefits			0.80	\$37,267		\$23,621	\$60,887

Definition and basis for calculations of benefit rate(s)

Describe what is covered in the benefit rate for your agency

Includes payroll taxes and statutory benefits (PERS 11.70%, FICA 6.20%, MC 1.45%, SUI 0.05%, WC 3.045%, Retiree Alloc 1.02%)

Non-Capital Equipment/Supplies

Budget Item	Description/Justification	FTE	Cost per Item	# of Items	Total
					\$0
Total Non Capital Equipment/Supplies \$0					

Exhibit B
Schedule of Rates

Materials:

Budget Item	Description/Justification	Cost per Item	# of Items	Total
Food	For Harvest of the Month tasting activities for approximately 1,500 students in approximately 60 classrooms, at 4 qualifying sites (\$100.00/year x 60 classrooms)= \$60,000.00.	\$100.00	60	\$6,000
Paper Good & Supplies	Paper products (plates, napkins, utensils, etc.) and supplies (educator packet envelopes, educator labels, etc.) for conducting HOTM tastings in approximately 60 participating classrooms at 4 school sites (\$100.00/year x 60 classrooms)= \$600.00.	\$10.00	60	\$600
Printing and Duplicating	Printing and duplication of HOTM materials (monthly newsletters, stickers, big books, recipes, etc.) for approximately 60 classrooms (\$45.00/year x 60 classrooms)= \$2,700.00.	\$45.00	60	\$2,700
Nutrition Ed. Materials & Supplies	Materials/supplies for conducting nutrition education (childrens' storybooks highlighting HOTM fruit/vegetable, small cooking equipment (mixing bowls, spoons, can openers, knives) HOTM Student Workbooks etc.) that extends HOTM for approximately 60 classrooms (\$35.50/year x 60 classrooms)= \$2,400.00	\$35.50	60	\$2,130
Total Materials: \$11,430				

Travel:

Position Title/Name	Location	Description	Trips	FTE	Days	Nights	Per Diem	Lodging	Air	Miles (\$.540)	Registration Fee	Other	Total
		Local Mileage	1							1187			\$641
Total Travel: \$641													

Exhibit B
Schedule of Rates

Maintenance:

Location Name/Address	Calculation Description	FTE	Cost per Month	# of Month (s)	Total
Humboldt County Office of Education, 901 Myrtle Ave, Eureka, CA 95501	Phone lines @ \$17.75/line x 12 months x 0.8FTE= \$170.40	0.8	\$17.75	12	\$170
Humboldt County Office of Education, 901 Myrtle Ave, Eureka, CA 95502	Computer tech support @ \$23.81/FTE x 12 months x 0.8FTE= \$229	0.8	\$23.81	12	\$229
Total Maintenance: \$399					

Indirect Costs:

Calculation Method	Indirect Cost Rate	Total Admin/Program Dollars	Total
Based on direct costs.	7.5%	\$60,887.00	\$5,279
Total Indirect: \$5,279			

Total Budget	\$78,636
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**Exhibit C
Federal 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 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
8	Human Subjects Use Requirements
9	Financial and Compliance Audit Requirements
10	Audit and Record Retention
11	Federal Requirements

1. Federal 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 Grant 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 Grant were executed after that determination was made.
- b. This Grant 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 Grant. In addition, this Grant 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 Grant in any manner.
- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Grant shall be amended to reflect any reduction in funds.
- d. CDPH has the option to invalidate or cancel the Grant with 30-days advance written notice or to amend the Grant to reflect any reduction in funds.

2. Federal Equal Opportunity Requirements

(Applicable to all federally funded grants 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

- a. By signing this Grant, 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 Grant, 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

The Grantee warrants that no person or selling agency has been employed or retained to solicit/secure this Grant 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 Grant without liability or in its discretion to deduct from the Grant 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 grant and/or subgrants in excess of \$100,000 must comply with the following provisions unless said grant 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 grants 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 grant, 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 grant or any extension or amendment of that grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.
- (3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:

- (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
 - (b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
 - (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- (4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a grant or subgrant exceeding \$100,000 at any tier under a 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

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."

8. Human Subjects Use Requirements

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

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

9. Financial and Compliance Audit Requirements

By signing this Agreement, the Contractor/Subcontractor agrees to abide by all requirements specified in 2 CFR 200 *et seq.*, 2 CFR *et seq.*, as applicable, including but not limited to obtaining an annual audit, and any subsequent federal regulatory additions or revisions.

- a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.
- b. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code section 38030).
- c. The Contractor, as indicated below, agrees to obtain one of the following audits:
 - (1) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives \$25,000 or more from any State agency under a direct service contract or agreement; the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
 - (2) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives less than \$25,000 per year from any State agency under a direct service contract or agreement, the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
 - (3) If the Contractor is a State or Local Government entity or Nonprofit organization (as defined in 2CFR Part 200) and expends \$750,000 or more in Federal awards, the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in 2CFR Part 200. An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:
 - (a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or
 - (b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.
 - (4) If the Contractor submits to CDPH a report of an audit other than a single audit, the Contractor must also submit a certification indicating the Contractor has not expended \$750,000 or more in federal funds for the year covered by the audit report.

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

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

10. Audit and Record Retention

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

- a. The Contractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- b. The Contractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- c. Contractor agrees that CDPH, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and

interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896).

- d. The Contractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.
 - (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
 - (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- e. The Contractor shall comply with the above requirements and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code § 10115.10, if applicable.
- f. The Contractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.
- g. The Contractor shall, if applicable, comply with the Single Audit Act and the audit reporting requirements set forth in Title 2 of the Code of Federal Regulations, Part 200 (2CFR Part 200).

11. Federal Requirements

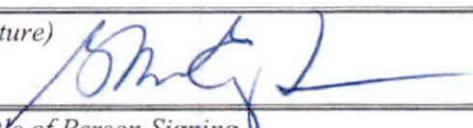
Grantor agrees to comply with and shall require all subgrantees, if any, to comply with all applicable Federal requirements including but not limited to the United States Code, the Code of Federal Regulations, the Funding Opportunity Announcement, the Notice of Award, the funding agreement, and any memoranda or letter regarding the applicable Federal requirements.

Exhibit D

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> Humboldt County Office of Education		<i>Federal ID Number</i> 94-6002186
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Gary Eagles, Superintendent of the Humboldt County Office of Education		
<i>Date Executed</i> 9/27/16	<i>Executed in the County of</i> Humboldt	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** 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.)

2. **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; and,
- 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; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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 if the department determines that any of the following has occurred: 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.)

3. 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.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. 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.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State 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.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.