

GRANT AWARD

Federal I.D. number 94-6000532

The Department of Health Services, hereafter called the State, hereby makes a grant award of funds to:

San Mateo County

Hereafter called the **Grantee**, in the amount and for the purposes and duration set forth in this Grant Award.

Project Title Young Adult Community Action Project	Grant Number 01-15513
	Grant Period: From: 07/01/01 Through: 06/30/04
Project Director (Name, address, telephone) Clara Boyden (650) 802-6429 400 Harbor Blvd., Building C Belmont, CA 94002	State Amount: \$ 600,000
	Local Amount: \$ 0
Financial Officer (Name, address, telephone) John Joy, Director of Finance (650) 802-5157 400 Harbor Blvd., Building C Belmont, CA 94002	Other Amount \$ 0
	Total Project Cost \$ 600,000

This Grant Award consists of this title page, the provisions on the reverse side hereof which constitute a part of this grant and the following exhibits which are attached and made a part hereof by this reference:
Exhibit C entitled "Terms and Conditions," consisting of twenty-four (24) pages. See Exhibit C, paragraph 4, entitled "Incorporated Exhibits," for additional exhibits.

The Grantee hereby signifies its acceptance of this grant award and agrees to administer the grant project in accordance with the terms and conditions set forth in or incorporated by reference in this grant award and any applicable statutes or regulation of the State.

STATE OF CALIFORNIA		GRANTEE			
Agency Department of Health Services	Grantee (if other than an individual, state whether a corporation, partnership, etc.) San Mateo County				
BY (Authorized Signature) ▷	For	BY (Authorized Signature) ▷			
Printed name of person signing Edward Stahlberg	Printed name and title of person signing Jerry Hill, President, Board of Supervisors				
Title Chief, Program Support Branch	Address Hall of Justice and Records 400 County Center, Redwood City, CA 94063-1662				
Amount encumbered by this document \$ 228,940	Program / Category (Code and Title) 99	Fund Title General Fund			<input type="checkbox"/> Exempt from DGS review per AG Opinions about grants. <input checked="" type="checkbox"/> Other reason (explain) This grant exempt from DGS approval per Chapter 294, Statutes of 1997.
Prior amount encumbered for this Grant \$ 0	(Optional Use) Tobacco Settlement Grants				
	Item 4260-001-0001	Chapter 106	Statute 2001	Fiscal Year 2001/2002	
Total amount encumbered to date \$ 228,940	Object of Expenditure (Code and Title) 01-13433-4506-418-04				
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.		T.B.A. NO.	B.R. NO.		
Signature of Accounting Officer ▷		Date			

**Exhibit A
Tobacco Control Section
Scope of Work**

Grant Number: 01-15513

Agency Name: San Mateo County

Project Name: Young Adult Community Action Project

Grant Term: July 1, 2001 - June 30, 2004

Revision Date: January 25, 2002

Report Period:

Objectives/Activities/Evaluation	©	%	Start/ End Date	Who Is Responsible	Tracking Measures	For Progress Report Use Only	
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Priority Area: Reducing Exposure to Secondhand Smoke							
Objective 1: By June 30, 2004, the number of young adults ages 18-24 exposed to secondhand smoke in home or work settings in Southern San Mateo County will be reduced by 15%. (P)							
A. Coordination/Collaboration Activities							
1. SubContract: Negotiate, finalize and monitor contract between San Mateo County Human Services Agency and URSA Institute.		0	7/01-6/04	Project Director (PD)	Copy of Contract		
2. Recruitment: Recruit Young Adult Advocates (YAA) aged 18-24, who live or work in the three target South County communities: Redwood City, North Fair Oaks and East Palo Alto. Young Adult Advocates will reflect the racial and ethnic diversity of those neighborhoods with a balance of men and women. Recruitment methods will include: Post flyers in community agencies and public locations in Redwood City, North Fair Oaks and East Palo Alto, post flyers at Cañada College in Redwood City, Menlo College in Atherton. Request TCS-funded Cañada Campus Project to make announcements about the advocacy positions in classes. Purchase classified ads in the Employment Section of the San Mateo County Times and local weekly paper. Develop a written application form to give to perspective applicants. Conduct telephone interviews with perspective applicants to determine academic and employment backgrounds, language capabilities, speaking ability, reliability, availability, level of interest and commitment, tobacco use history. Young Adults will be selected who are				Project Coordinator (PC), Associate Project Coordinator (APC)	Completed Applications+ Phone Log Recruitment Flyers and Ads List of Young Adult Advocates		

* Indicates a change.

+ On file in office.

02/01

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most likely to become empowered and effective advocates.							
In year one, 8 to 10 young adults will be recruited to the action team.		1.5	01/02-06/02				
Year two, 10 to 12 young adults will be recruited to the action team.		1.5	07/02-06/03				
Year three, 10 to 12 young adults will be recruited to the action team.		1	07/03-01/04				
3 Training: Conduct five to eight hours of training for young adult advocates. Adapt training curriculum used for the Cañada Campus Project. Educate Young Adult Advocates about the effects of tobacco use, tobacco industry manipulation and advertising tactics, health effects of secondhand smoke exposure, and global tobacco issues. Use techniques to denormalize tobacco through social marketing and advocacy. Assemble training packets.		2	01/02-8/03	PD, PC, APC,	Training agenda Training curricula Sign in sheets+		
4. Coordination with CYAN: Young Adult Advocates will participate in: one to two annual statewide advocacy events, local tobacco control trainings provided by CYAN, and will attend a California-based National Conference on 18-24 year old advocacy.		0	01/02-6/04	PD, PC	List of events attended		
B. Educational Materials Development							
1. Consult TECC, CYAN: Contact TECC and CYAN to request previously developed educational materials targeting 18-24-year-olds which promote the reduction of exposure to secondhand smoke. Project Coordinator and Project		0	01/02-06/02	PD, PC, OS (Office Specialist)	List of educational materials reviewed		

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Director will review materials to determine if appropriate for our target group. If deemed appropriate, consider using some or all of them. Some of the posters recently developed at Cañada College Project may be used as a starting point for our message development work.							
2. Develop Draft Graphics Concepts, Round One: In Year One, train YAA in basic advertising techniques and how to develop messages that denormalize and de-glamorize tobacco use. Also train YAA on techniques to reduce secondhand smoke exposure through media messages.		1	1/02- 06/02	PC	Training agenda Sign in sheets		
3. YAA will work in groups to brainstorm ideas for messages to promote reduction of exposure to secondhand smoke in work and home settings. At least three concepts that could be used on posters, counter cards or other print materials will be developed for work venues and at least three concepts for home and housing venues.		.5	1/02- 06/02	YAA, PC	Concept list		
4. Hire a professional graphic designer to prepare YAA concepts as "comps" or "roughs."		.5	1/02 - 06/02	PC	Concept "Roughs"		
5. Focus Test Round One Graphics Concepts: Test concept "roughs" with three focus groups, one in each of three target communities. Each focus group will be comprised of 18-24-year-olds, who represent a demographic cross-section of their neighborhoods. Recruit focus group members by classified ads and by community organizations. Develop a		2	1/02 - 06/02	PC	Test Instrument Recruitment ads Focus group list		

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culturally and linguistically appropriate written test instrument for respondents to complete for each concept to determine which concepts are most effective and how concepts can be improved.					Focus group report		
6. Determine Media Mix: Based on focus group results, determine the precise media mix for the messages to reduce secondhand smoke exposure in home and work time locations. Media mix may include but is not limited to: posters and counter cards, newspaper ads and/or flyers. The mix depends on how and where the messages are delivered. For example, posters are good for storefronts, clinics, community agencies, and worksites. Counter cards are probably more effective for tighter locations, such as retail stores.		1	1/02 – 06/02	PC, PD	List of final media mix		
7. Produce Round One Graphics Concepts: Produce the secondhand smoke graphics materials. This will include: casting the images using models, working with photographers or illustrators, as needed. While professional models, photographer, illustrators may be used, Project Coordinator will seek to find local community members as models and will approach Cañada College photography classes to explore collaboration in media production. Graphics designer will lay out the finished artwork and create camera-ready format. Select the most cost-effective printer and print a sufficient amount of graphics materials for dissemination to our three target neighborhoods.	©	2	1/02 – 06/02	PC	Printed materials Invoices for professional services		

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8. Develop Graphics Concepts, Round Two: A similar process will be undertaken to produce Round Two in Year Three of the project. Project Coordinator will train YAA and work with them to develop at least three new concepts regarding the hazard of secondhand smoke exposure in workplace settings. Concepts will be prepared as "roughs" for testing by a professional graphics designer.		1.5	7/03- 8/03	PC	Concept "Roughs" Training Agenda Sign in sheets+		
9. Focus Test Round Two Graphics Concepts: Round Two graphic concepts will be focus-tested the same way that Round One concepts were tested. The PC will recruit respondents in the three target communities and will adapt the written test instrument.		2	8/03- 9/03	PC	Test Instruments Focus group list Focus group results		
10. Produce Round Two Graphics Concepts: Based on focus group results, determine the precise media mix. The PC will supervise casting and the final production of the graphics materials, working with designers, models and photographers. While professional models, photographer and designers may be used, Project Coordinator will seek to find local community members as models and will approach Cañada College photography and graphic design classes to explore collaboration in media production. Select cost-effective printer and print a sufficient amount of graphics materials for dissemination to three target neighborhoods.	©	2	9/03- 11/03	PC	Printed Materials Invoices for professional services		
C. Community Education Activities							

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<p>1. Make Presentations to Young Parent Groups: Young Adult Action Teams will identify programs for young parents, especially 18-24 year olds, using data from the baseline intercept interviews and other data sources. They will schedule presentations to at least eight groups, including but not limited to WIC, Headstart, the Young Moms workshops at Sequoia Hospital and Kaiser Hospital, San Mateo County's Smoke-Free Start for Families and Fatherhood Initiative, and the Free at Last parent workshops in East Palo Alto to educate about the hazards of ETS exposure in the home.</p>		2	1/03 – 4/03	YAA, APC	<p>Presentation Outline</p> <p>Presentation Log</p>		
<p>2. Disseminate Print Materials to Worksites: Young Adult Action Teams will identify potential worksites that employ 18-24-year-olds, using data from the baseline intercept interviews and other data sources. Team members will place posters on break room bulletin boards and display other materials in at least 20 employment locations in all cities combined.</p>		2	9/03- 3/04	YAA, APC	Placement Log		
D. Evaluation Plan							
1. Field Research							
<p>a. Preparation: Evaluator will design an intercept survey instrument and survey protocol. Survey questions will assess respondents' attitudes toward tobacco use, exposure to secondhand smoke and will collect information about where young adults live, work and play in South County. Evaluator will</p>		0	1/02 – 06/02	Evaluator (E), PC	<p>Survey instrument and protocol</p> <p>Training agenda</p> <p>Sign in sheets+</p>		

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conduct a special two-hour training with YAA interviewers to make sure they know how to properly administer the survey.							
b. Conduct Intercept Interviews: YAA will conduct a total of 600 intercept interviews in Redwood City, East Palo Alto and North Fair Oaks using the protocol established during training. They will select 18-24-year-old respondents, based on the demographic sampling qualifiers established by the Evaluator (age, ethnic background, location of residence, sex, etc.). Interviews will be conducted at health and fitness clubs, movie lines, bars, community agencies, and community events.		0	1/02 – 06/02	YAA, APC	Interview surveys+ Interview logs		
c. Analyze Results: Evaluator will conduct a preliminary quantitative analysis of the results. Evaluator will meet with PD, PC and YAA for an in-depth discussion of the intercept survey evaluation results.		0	1/02 – 06/02	E, PC	Evaluation Report		
2. Evaluation Report: The 600 intercept interviews conducted at the start of the project will be designed and analyzed by the Evaluator (see D.1. Field Research). Written report of findings will form the Pre-Test or Baseline Survey for this project. Report will detail where young adults live, work and play in southern San Mateo County and will document respondents' attitudes toward tobacco use		10	01/02- 6/04	E, PC	Pre-Test and Post-Test Reports		

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and exposure to secondhand smoke in home, work and entertainment/free time settings. Evaluator will update the intercept interview instrument, including educational materials, media placements and advocacy activities undertaken during the project. Using the same rigorous sampling procedures, young adult action team members will conduct another 600 interviews at the conclusion of Year Three. The Evaluator will enter this data, analyze it and compare it to the Pre-Test information. The findings will be included in a comprehensive Post-Test Report.							
3. Distribution of Evaluation Results: Post Evaluation findings on PARTNERS. A press release highlighting results will be written and distributed to local news media. A copy of press release and evaluation finding will be distributed to CYAN, other 18-24 Intervention Grantees, TEC, and other Bay Area anti-tobacco advocates.		0	1/04- 6/04	PD, PC	Copy of Press Release Distribution List		
4. Presentation of Results: Young Adult Advocates present evaluation results to TEC, the Board of Supervisors and at least one city council within the three target cities.		0	1/04- 6/04	PC, APC, YAA	Presentation Outline		

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Objective 2: By June 30, 2004, policies prohibiting smoking within 30 feet of their entrances will be adopted by at least four entertainment/free time locations such as health and fitness clubs, bars, and movie theaters in Southern San Mateo County. (P)							
A. Policy Activities							
1. Model Policy: Young adult advocates will compile a list of policies banning smoking within at least 15 feet of entrances from other TCS funded projects working on the issue. Young adult advocates will draft a model policy and implementation protocol. This will include a 3-month phase in period, an employee forum to address questions and concerns, information regarding local cessation programs and information about the California's Smokers Helpline. An employer information packet will be created.		3.5	1/02- 4/02	YAA, APC	Model policy Model implementation protocol Employer information packet		
2. Identify Specific Targets: Young Adult Action Teams will identify health and fitness clubs, movie theaters, bars and other locations where 18-24-year-olds spend their free time, using data gathered from the baseline intercept interviews and other sources.		0	3/02- 4/02	YAA, APC	List of target entertainment/free time sites		
3. Strategy Development: Young Adult Action Teams will meet to discuss the potential intervention sites, ways to approach sites, and how activities should be altered in different target neighborhoods. Team members will work in the field in pairs, trying out different pairings to see which one is most effective. Teams will role-play various ways to		0	04/02	APC	Meeting agenda Meeting notes+ Sign in sheets+		

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present our requests and several possible responses. Team members will revise their approaches after Year One.							
4. Approach Identified Locations: Young Adult Action Teams will approach at least 25 entertainment/free time sites (such as health and fitness clubs, bars and movie theaters) based on baseline intercept interviews in Year One in hopes of achieving policy changes in at least four locations. They will meet with the APC and other team members on a bi-weekly basis to discuss their progress and any problems and to brainstorm possible solutions. In Years Two and Three, they will approach a total of at least 20 remaining entertainment/free time sites (such as health and fitness clubs, bars and movie theaters).		4.5	4/02- 6/04	APC	Log of approached sites Meeting agenda Meeting notes+		
5. Follow Ups: If entertainment/free time site managers agree to adopt smoke-free entrances, action team members will offer assistance to develop site-specific signage. They will return to the location at least two times to determine if the policy is being enforced and to discuss policy implementation with site managers.		3.0	5/02- 6/04	APC	Meeting notes+ Site visit forms		
6. If site managers refuse to adopt smoke-free entrances, action team members will make at least one return call. At that second meeting, they will offer testimony in support of the new policy from patrons, present research data about secondhand smoke and discuss alternative (lesser) policy options. At the very least, team members will try to leave on		3.0	5/02- 6/04	APC	Meeting notes+ Site visit forms		

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good terms with site managers so they can approach them again during the following year.							
B. Community Education Activities							
1. Disseminate Print Materials to Entertainment/Free Time Locations: Young Adult Action Teams will identify potential entertainment/free time locations where 18-24-year-olds spend their free time, using data from the baseline intercept interviews and other data sources. In year one team members will place posters and display other materials on bulletin boards, bathrooms and other places within at least 20 entertainment/free time locations in all cities combined. Other entertainment/free time locations in our three target communities will be approached in Year Two.		2	4/02-6/04	YAA, APC	Log of sites approached Placement log		
C. Media Activities							
1. Place Ads in Movie Theaters: Purchase placement slides containing new secondhand smoke messages in the two multiplex movie theaters in Redwood City. Anti-tobacco messages will be concentrated on movies that appeal to young adults.		2	4/02-6/02	PC	Theater logs Invoices		
2. Purchase "Narrowcast" Placement: Hire Educational Message Service (EMS) to make at least 100 "narrowcast" placements of secondhand smoke messages using counter cards in retail locations frequented by young adults. EMS pays stores a modest fee for displaying messages, checks on the card every other week, and replaces any missing or defaced messages. The company drafts a full report of		2.5	6/02-11/02	PC	EMS report		

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placements, including comments from store managers.							
D. Outcome Evaluation Activities:							
1. The Evaluator will develop a case study about the entertainment/free time advocacy initiative. He will review all relevant documents and/or tracking measures and he will interview all relevant personnel, including staff and action team members. He will attend staff strategy meetings. When appropriate, he will also interview selected entertainment/free time site managers. He will write an interim study at the end of Year One. It will include a description of activities, plus a discussion of successes and challenges and how they were handled. The Evaluator will update this case study at the end of Year Two and finalize it at the conclusion of Year Three. In this way, the case study will provide a tight feedback loop on our advocacy activities, supplementing staff and action team considerations and guiding the future direction of the project. The study will supply a blueprint for other programs to duplicate this project activity.		0	6/02 - 6/04	E, PD, PC	Case study		
2. Distribution of Evaluation Results: Post relevant findings on PARTNERS. A press release highlighting results will be written and distributed to local news media. A copy of press release and evaluation finding will be distributed to CYAN, other 18-24 Intervention Grantees TEC, and other Bay Area anti-tobacco advocates.		5	2/04- 6/04	PD, PC	Copy of press release Distribution list		

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3. Presentation of Results: Young Adult Advocates present evaluation results to TEC, the Board of Supervisors and at least one city council within the three target cities.		0	2/04 – 6/04	PC, APC, YAA	Presentation outline		

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Objective 3: By June 30, 2004, smoke-free sections will be established inside and/or outside at least five multiple-unit apartment buildings with substantial amounts of young adults ages 18-24.							
A. Policy Activities							
1. Model Policy: Young adult advocates will compile list of policies requiring smoke-free areas within multi-unit housing complexes from other TCS funded projects working on this issue such as Smokefree Air for Everyone (SAFE), San Francisco Tobacco Free Project and Solano County. Draft a model policy & implementation protocol for apartment complexes to create smoke-free sections in outdoor and indoor areas. This will include a 3 month-phase in period, a tenant forum to address questions and concerns, information regarding local smoking cessation programs, and information about the California Smokers Helpline. A landlord / apartment association informational packet will be created. A similar packet will be created for tenants.		3.5	7/02- 12/02	APC, YAA	Model policy Sample implementation protocol Landlord packet Tenant packet		
2. Identify Specific Targets: Young adult action teams will identify multiple-unit apartments where 18-24-year-olds live, as well as rental agents and apartment associations serving those buildings, using data gathered from the baseline intercept interviews and other sources.		0	7/02- 12/02	APC, YAA	List of targeted apartments		
3. Strategy Development: Young adult action teams will meet to discuss the potential intervention sites, ways to approach		0	7/02-	APC, YAA	Meeting minutes+		

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them and how our activities should be altered in different target neighborhoods. Team members will work in the field in pairs. They will try out different pairings to see which one seems most effective. They will role-play various ways to present our requests and several possible responses. Team members will revise their approaches after Year Two.			12/02		Sign-in sheets		
4. Approach Identified Locations and Agents: Young adult teams will approach at least 25 apartment buildings, rental agents or apartment associations in Year Two in hopes of achieving policy changes. YAAT will set up meetings with tenants. They will meet with the APC and other team members on a bi-weekly basis to discuss their progress and any problems and to brainstorm possible solutions. In Year Three, they will approach at least 10-15 additional apartments, associations or rental agents.		5	8/02- 6/04	APC, YAA	Meeting agenda Meeting minutes+ Log of sites approached		
5. Follow Ups: If apartment managers or rental agents agree to adopt smoke-free sections, action team members will offer assistance to develop site-specific signage. At least two site visits will be conducted to determine if the policy is being enforced and to discuss policy implementation with site managers. They will compile and publish a list of apartments with smoke-free sections.		3	9/02- 6/04	APC, YAA	Meeting notes+ Copy published list of apartments Copies of signage or notices Site Visit Forms		
6. If apartment managers or rental agents refuse to adopt smoke-free sections, action team members will make at least		3	9/02-	APC, YAA	List of sites visited		

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one return call. At that second meeting, they will offer testimony in support of the new policy from patrons, present research data about secondhand smoke and discuss alternative (lesser) policy options. At the very least, team members will leave on good terms with site managers so they can approach them again during the following year.			6/04		Meeting notes+		
B. Community Education Activities							
1. Disseminate Materials to Apartments: Young Adult Action Teams will identify multiple-unit apartments where 18-24-year-olds live, as well as rental agents and apartment associations serving those buildings, using data gathered from the baseline intercept interviews and other sources. Team members will place posters, counter cards or other print materials in at least 20 apartment locations in all cities combined in both Years Two and Three.		3	8/02- 12/02	YAA, APC	Placement Log		
C. Evaluation Plan:							
1. The Evaluator will develop a case study about the Housing and Home Advocacy Initiative. He will review all relevant documents and/or tracking measures and he will interview all relevant personnel, including staff and action team members. He will attend staff strategy meetings. When appropriate, he will also interview selected apartment managers and rental agents. He will write an interim study at the end of Year Two. It will include a description of activities, plus a discussion of both successes and challenges and how they were handled. The Evaluator will update this		0	6/03- 6/04	E, PD, PC	Case study		

* Indicates a change.

+ On file in office.

**Exhibit A
Tobacco Control Section
Scope of Work**

Grant Number: 01-15513

Agency Name: San Mateo County

Project Name: Young Adult Community Action Project

Grant Term: July 1, 2001 - June 30, 2004

Revision Date: January 25, 2002

Report Period:

Objectives/Activities/Evaluation	©	%	Start/ End Date	Who Is Responsible	Tracking Measures	For Progress Report Use Only	
						Document Number/ Letter	Actual Date(s) Completed
case study at the end of Year Three. In this way, the case study will provide a tight feedback loop on our advocacy activities, supplementing staff and action team considerations and guiding the future direction of the project. The study will supply a blueprint for other programs to duplicate this project activity.							
2. Distribution of Evaluation Results: Post relevant findings on PARTNERS. A press release highlighting results will be written and distributed to local news media. A copy of press release and evaluation finding will be distributed to CYAN, other 18-24 Intervention Grantees TEC, and other Bay Area anti-tobacco advocates.		5	1/04 – 6/04	PD, PC	Copy of press release Distribution list		
3. Presentation of Results: Young Adult Advocates present evaluation results to TEC, the Board of Supervisors and at least one city council within the three target cities.		0	1/04 – 6/04	PC, APC, YAA	Presentation outline		

* Indicates a change.

+ On file in office.

**Exhibit A
Tobacco Control Section
Scope of Work**

Grant Number: 01-15513

Grant Term: July 1, 2001 - June 30, 2004

Agency Name: San Mateo County

Revision Date: January 25, 2002

Project Name: Young Adult Community Action Project

Report Period:

Objectives/Activities/Evaluation	©	%	Start/ End Date	Who Is Responsible	Tracking Measures	For Progress Report Use Only	
						Document Number/ Letter	Actual Date(s) Completed
Objective 4: By June 30, 2004, policies prohibiting smoking within 30 feet of their main entrances will be adopted by at least four workplaces employing substantial numbers of young adults ages 18-24 in Southern San Mateo County.							
A. Policy Activities							
1. Model Policy: Young adult advocates will compile a list of any new policies banning smoking within 30 feet of main entrances from other TCS funded projects working on this issue. Revise existing model policy & implementation protocol as needed. This will include a 3 month-phase in period, an employee forum to address questions and concerns, information regarding local smoking cessation programs, and information about the California Smokers Helpline. An employer information packet will be created.		3.5	7/03- 12/03	PC, APC	Model policy Model implementation protocol Employer information packet		
2. Identify Targets: Young adult action teams will identify potential worksites that employ 18-24-year-olds, using data from the baseline intercept interviews and other data sources. We expect worksites to emphasize entry-level positions in retail and fast food locations. We anticipate that we will also talk to trade schools, including Opportunities Industrialization Center West in East Menlo Park.		0	8/03- 12/03	APC	List of targeted employers		
3. Strategy Development: Young adult action teams will meet to discuss the potential intervention sites, ways to approach them and how our activities should be altered in different		0	8/03- 12/03	APC	Meeting notes		

* Indicates a change.

+ On file in office.

02/01

**Exhibit A
Tobacco Control Section
Scope of Work**

Grant Number: 01-15513

Agency Name: San Mateo County

Project Name: Young Adult Community Action Project

Grant Term: July 1, 2001 - June 30, 2004

Revision Date: January 25, 2002

Report Period:

Objectives/Activities/Evaluation	©	%	Start/ End Date	Who Is Responsible	Tracking Measures	For Progress Report Use Only	
						Document Number/ Letter	Actual Date(s) Completed
target neighborhoods. Team members will work in the field in pairs. They will try out different pairings to see which one seems most effective. They will role-play various ways to present our requests and several possible responses.							
4. Approach Identified Worksites: Young adult teams will approach at least 25 worksites in hopes of achieving policy changes in at least 4 locations. They will meet with the APC and other team members on a bi-weekly basis to discuss their progress and any problems and to brainstorm possible solutions.		5	10/03- 05/04	APC, YAA	Meeting agenda Meeting notes+ List of worksites approached		
5. Follow Ups: If worksite managers agree to adopt smoke-free entrances, action team members will offer assistance to develop site-specific signage. A site visit will be conducted at least two times to determine if the policy is being enforced and to discuss policy implementation with site managers.		3	02/04 - 5/04	APC	Meeting notes+ List of worksites adopting policies Copies of policies or signage Site visit summary		
6. If site managers refuse to adopt smoke-free entrances, action team members will make at least one return call. At that second meeting, they will offer testimony in support of the new policy from patrons, present research data about secondhand smoke and discuss alternative (lesser) policy options.		3.0	02/04 - 5/04	APC	List of worksites visited Meeting notes+		

* Indicates a change.

+ On file in office.

**Exhibit A
Tobacco Control Section
Scope of Work**

Grant Number: 01-15513

Grant Term: July 1, 2001 - June 30,2004

Agency Name: San Mateo County

Revision Date: January 25, 2002

Project Name: Young Adult Community Action Project

Report Period:

Objectives/Activities/Evaluation	©	%	Start/ End Date	Who Is Responsible	Tracking Measures	For Progress Report Use Only	
						Document Number/ Letter	Actual Date(s) Completed
B. Evaluation Plan:							
1. The Evaluator will develop a case study about the Worksite Advocacy Initiative. All relevant documents and/or tracking measures will be reviewed and relevant personnel will be interviewed including staff and action team members. Evaluator will attend staff strategy meetings. When appropriate, he will also interview selected worksite managers. He will write an interim study at the end of Year Two. It will include a description of activities, plus a discussion of successes and challenges and how they were handled. The Evaluator will update this case study at the end of Year Three. The case study will provide a tight feedback loop on our advocacy activities, supplementing staff and action team considerations and guiding the future direction of the project. The study will supply a blueprint for other programs to duplicate this project activity.		0	4/04- 6/04	E, PD, PC	Case study		
2. Distribution of Evaluation Results: Post relevant findings on PARTNERS. A press release highlighting results will be written and distributed to local news media. A copy of press release and evaluation finding will be distributed to CYAN, other 18-24 Intervention Grantees TEC, and other Bay Area anti-tobacco advocates.		5	2/04- 6/04	PD, PC	Copy of press release Distribution list		
3. Presentation of Results: Young Adult Advocates present evaluation results to TEC, the Board of Supervisors and at least one city council within the three target cities.		0	2/04- 6/04	PC, APC, YAA	Presentation outline		

* Indicates a change.
+ On file in office.

STATE OF CALIFORNIA
DEPARTMENT OF HEALTH SERVICES

ADDITIONAL PROVISIONS

(FOR STATE FUNDED SUBVENTION AID/LOCAL ASSISTANCE
COST REIMBURSEMENT CONTRACTS/GRANTS)

1. TRAVEL AND PER DIEM

Any reimbursement for necessary travel and per diem shall be at rates currently in effect, as established by the Department of Personnel Administration, for similar state employees. Exceptions to these rates may be approved by the State upon the verification of a statement submitted by the Contractor indicating that such rates are not available to the Contractor. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.

2. PURCHASING/PROCUREMENT RULES

- a. **Units of local government and public entities (including the Universities of California and California State University and auxiliary organizations/foundations thereof) and state and federal agencies, whether acting as a contractor and/or subcontractor, may use their existing procurement systems to secure all articles, supplies, equipment (e.g., nonexpendable items with a unit cost of \$500 or more and a useful life expectancy of four or more years, including EDP/ADP, telecommunications, and motor vehicles) and services related to such purchases that are required in performance of this contract, without regard to dollar limit, subject to the provisions in paragraphs e through i of this section. The provisions in paragraphs b, c, and d of this section may also apply, if purchases are subdelegated to subcontractors that are nonprofit organizations, for-profit entities or private vendors.**
- b. **All other entities (nonprofit organizations, for-profit entities, or private vendors) may use their existing procurement systems to secure articles, supplies, equipment (e.g., nonexpendable items with a unit cost of \$500 or more and a useful life expectancy of four or more years, including EDP/ADP, telecommunications, and motor vehicles) and services related to such purchases that are required in performance of this contract. Equipment procurement shall not exceed an annual maximum limit of \$50,000, subject to the provisions stipulated in paragraphs c through i of this section. The provisions in paragraph a of this section may also apply, if purchases are subdelegated to subcontractors that are units of local government, public entities, state or federal agencies.**
- c. **All other entities (nonprofit organizations, for-profit entities, or private vendors), whether acting as a contractor or subcontractor, shall use procurement systems that meet the following standards:**
 - (1) **Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement contract in which, to his or her knowledge, he or she has a financial interest.**
 - (2) **Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.**

consumed in performance of this contract shall be considered state equipment and property of the State.

- b. Title to state equipment shall not be affected by its incorporation or attachment to any property not owned by the State.
- c. Unless otherwise stipulated, the State shall not be under obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment.
- d. The Contractor and/or Subcontractor shall maintain and administer, according to state directives and sound business practices, a program for the proper use, maintenance, repair, protection, insurance, and preservation of state equipment.
- e. Equipment, as defined in section 3, paragraph a, purchased/reimbursed with contract funds or furnished by the State under the terms of this contract, shall only be used for performance of this contract.
- f. The Contractor shall submit an annual inventory of equipment, as defined in section 3, paragraph a, purchased/reimbursed with contract funds or furnished by the State under the terms of this contract. Include in that inventory, said equipment in the Contractor's possession and/or in the possession of a subcontractor. The State will prescribe the inventory format and may supply applicable forms to be used for this purpose.
- g. Within 90 calendar days prior to the termination or end of this contract, the Contractor shall provide a final inventory of equipment to the State and shall at that time query the State as to the requirements, including the manner and method, of returning state equipment to DHS. Final disposition of equipment shall be at state expense and according to state instructions. Property disposition instructions shall be issued by the State immediately after receipt of the final equipment inventory.
- h. **Motor Vehicles**
 - (1) If motor vehicles are purchased/reimbursed with contract funds or furnished by the State under the terms of this contract, within 30 calendar days prior to the termination or end of this contract, the Contractor and/or Subcontractor shall return such vehicles to the State and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to the State.
 - (2) If motor vehicles are purchased/reimbursed with contract funds or furnished by the State under the terms of this contract, the State shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner. The Contractor and/or Subcontractor may use said vehicles for performance and under the terms of this contract.
 - (3) The Contractor and/or Subcontractor agree that all operators of motor vehicles, purchased/reimbursed with contract funds or furnished by the State under the terms of this contract, shall hold a valid State of California driver's license. In the event that 10 or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.
 - (4) If any motor vehicle is purchased/reimbursed with contract funds or furnished by the State under the terms of this contract, the Contractor and/or Subcontractor, as applicable, shall provide, maintain and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this contract or any period of contract extension during which any vehicle remains in the Contractor's and/or Subcontractor's possession:

- (2) The State may identify the information needed to fulfill this requirement.
- b. The State reserves the right to approve or disapprove the selection of subcontractors, require the substitution of subcontractors, and order the termination of subcontracts entered into in support of this contract.
 - c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of \$5,000 or more are subject to the prior review and written approval of the State. the State may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by the State.
 - d. Contractor shall maintain a copy of each subcontract entered into in support of this contract and shall, upon request by the State, make said copies available for approval, inspection, or audit.
 - e. Sole responsibility rests with the Contractor to ensure that subcontractors are paid in a timely manner.
 - f. The Contractor is responsible for all performance requirements under this contract even though performance may be carried out through a subcontract.
 - g. The Contractor is responsible for a subcontractor's actions or failure to take action in fulfilling the requirements of this contract.
 - h. When entering into consulting services contracts with the State, Contractor may be required to supply budget detail for each subcontractor and/or each major subcontracted activity under this contract.

- (1) Budget detail format and submission requirements will be prescribed by the State.
- (2) Methods of including budget detail in this contract, if applicable, will be prescribed by the State.
- (3) Any subcontractor budget detail displayed in this contract, or incorporated by reference, is included for information purposes only.

Changes to a subcontractor's identity or subcontract budget detail may be made with the mutual consent of the State and the Contractor and said changes shall not require the processing of a formal amendment to this contract.

- i. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this contract.
- j. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

"(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Contract Number) and final payment from the State, and to permit the State or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract."
- k. Unless otherwise stipulated in writing by the State, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this contract.
- l. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this exhibit: 1, 2, 3, 4, 5, 6, 7, 9, 10, 11, 12, 13, 15, 16, 17, 19, and 30.

- c. If sufficient funds are not appropriated for this program and contract, this contract shall be invalid and of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the contractor or to furnish any other considerations under this contract, and the contractor shall not be obligated to perform any provisions of this contract.

9. STATE NONDISCRIMINATION CLAUSE AND REQUIREMENTS

- a. During the performance of this contract, Contractor and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government code, Section 12990 (a-1), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this contract by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other contract.
- b. Contractor shall include the nondiscrimination and compliance provisions of paragraph a in all subcontracts to perform work under the contract.
- c. The Contractor will not discriminate in the provision of services against any person with protected status as provided by state and federal law and described in paragraph a.
- d. For the purpose of this contract, distinctions made on the basis of a person's protected status as noted in paragraph a include, but are not limited to, the following: denying a participant any service or providing a benefit to a participant which is different, or is provided in a different manner or at a different time or place from that provided to other participants under this contract; subjecting a participant to segregation or separate treatment in any matter related to his or her receipt of any service; restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether he or she satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit.
- e. The Contractor will take affirmative action to ensure that intended beneficiaries are provided services without regard to their protected status as noted in paragraph a.
- f. The Contractor agrees that complaints alleging discrimination in the delivery of services by the Contractor or his or her subcontractor because of a person's protected status as noted in paragraph a will be resolved by the State through the Department of Health Services' Affirmative Action/Discrimination Complaint Process.
- g. The Contractor shall, subject to the approval of the Department of Health Services, establish procedures under which participants of service are informed of their rights to file a complaint alleging discrimination or a violation of their civil rights with the Department of Health Services.
- h. The Contractor shall operate the program or activity in such a manner that it is readily accessible to and usable by mentally or physically handicapped persons pursuant to 45 Code of Federal Regulations, Part 84, Sections 84.21 and 84.22.

The Contractor agrees under penalty of perjury (it, he, she) is not in violation of any order or resolution which is not subject to review promulgated by the State Air Resources Board or an air pollution district.

The Contractor agrees under penalty of perjury (it, he, she) is not subject to a cease and desist order which is not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions, or is not finally determined to be in violation of provisions of federal law relating to air or water pollution.

14. USE OF MINORITY, WOMEN, AND DISABLED VETERAN BUSINESS ENTERPRISES

(Applicable to any contract subject to M/W/DVBE goal participation or good faith effort compliance. Not applicable to local government or public entities or entities exempted by DHS.)

- a. It is a federal policy to award a fair share of contracts to small, minority, and women owned business firms. The State Legislature has declared that a fair proportion of the total purchases and contracts or subcontracts for property and services for the State be placed with minority, women, and disabled veteran owned business enterprises.
- b. All M/W/DVBE participation attachments, however labeled, completed as a condition of bidding, contracting or amending a subject contract are incorporated herein and made a part of this contract by this reference.
- c. Contractor agrees to use any and all proposed M/W/DVBEs, as identified in previously submitted M/W/DVBE attachments, unless the contractor submits a written request for substitution of a like vendor. All requests for substitution must be approved by the State, in writing, prior to using a substituted M/W/DVBE subcontractor, supplier or vendor.

Requests for substitution must be directed to the program funding this contract and must contain: (1) identity of the firm to be substituted and its M/W/DVBE status, (2) reason for the substitution, and (3) identity of the replacement firm and its M/W/DVBE status.

- d. Contractor agrees the State will have the right to review, obtain, and copy all records pertaining to performance of the contract. Contractor agrees to provide the State or its delegatee with any relevant information requested and shall permit the State or its delegatee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with State M/W/DVBE goal or good faith effort compliance. Contractor further agrees to maintain such records for a period of three (3) years after final payment is received under the contract.

15. PRINTING

If printing or other reproduction work of more than an incidental and minor dollar amount (e.g., \$25,000 or 10 percent of contract total, whichever is less) is a reimbursable item in this contract, it shall be printed or produced by the State Printer. The State Printer may, at his sole option, elect to forego said work and delegate the work to the private sector. If the State Printer prints or produces said work, or the State obtains the printing or other work through another source, the cost will be deducted from said contract amount. This requirement does not apply to normal in-house copying necessary for routine business matters of the Contractor.

16. PRIOR APPROVAL OF TRAINING SEMINARS, WORKSHOPS, OR CONFERENCES

Contractor shall obtain prior state approval over the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference, and over any reimbursable publicity, or educational materials to be made available for

- c. Disputes arising out of an audit or examination of a contract not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation, or the contract shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.

21. FINANCIAL AND COMPLIANCE AUDIT OF NONPROFIT ENTITIES

(Applicable only if Contractor is a nonprofit entity.)

- a. Definitions within this paragraph are defined in Section 38040 of the Health and Safety Code, which, by this reference, is made a part hereof.
- b. Contractor agrees to obtain an annual single, organization-wide financial and compliance audit. The audit shall be conducted in accordance with the requirements specified in the Federal Office of Management and the Budget (OMB) Circular A-133, "Audits of Institutions of Higher Education and Other Nonprofit Organizations."
- c. References to "Federal" in OMB Circular A-133 shall be considered to mean "Federal and/or State" in contracts where state funds are present either alone or in conjunction with federal funds.
- d. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year. Two copies of the audit report shall be delivered to the state program funding this contract. The report shall be due within 30 days after the completion of the audit.
- e. If the Contractor receives less than \$25,000 per year from the State, the audit shall be conducted biennially, unless there is evidence of fraud or other violation of state law in connection with this contract. This requirement takes precedence over the OMB A-133 section which exempts from federal audit requirements any nonprofit institution receiving less than \$25,000 per year.
- f. The cost of such audit may be included in the funding for this contract up to the proportionate amount this contract represents of the Contractor's total revenue.
- g. The State, or its authorized designee including the Bureau of State Audits, is responsible for conducting contract performance audits which are not financial and compliance audits.
- h. Nothing in this contract limits the State's responsibility or authority to enforce state law or regulations, procedures, or reporting requirements arising pursuant thereto.
- i. Nothing in this paragraph limits the authority of the State to make audits of this contract, provided, however, that if independent audits arranged for by Contractor meet generally accepted governmental auditing standards, the State shall rely on those audits and any additional audit work shall build upon the work already done.
- j. The State may, at its option, direct its own auditors to perform the single audit described in OMB Circular A-133. The State's auditors shall meet the independence standards specified in Government Auditing Standards. The audit shall be conducted in accordance with OMB Circular A-133 so as to satisfy all state and federal requirements for a single organization-wide audit.

22. CONTRACT AMENDMENTS

This contract may be amended by mutual agreement between the parties as stipulated in the body of this contract. The amendment may be subject to the approval of the Department of General Services.

24. CONTRACTOR NAME CHANGE

Contractor shall provide a written notice to the State at least 30 days prior to any changes to the Contractor's current legal name.

25. NOVATION

If the Contractor proposes any novation agreement, the State shall act upon the proposal within 60 days after receipt of the written proposal. The State may review and consider the proposal, consult and negotiate with the Contractor, and accept or reject all or part of the proposal. Acceptance or rejection may be made orally within the 60-day period, and confirmed in writing within five days.

26. DRUG-FREE WORKPLACE

Contractor certifies to the State that it will provide a drug-free workplace by doing all of the following:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition.
- b. Establishing a drug-free awareness program to inform employees about all of the following:
 - (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 drug counseling, rehabilitation, and employee assistance programs.
 - (4) The penalties that may be imposed upon employees for drug abuse violations.
- c. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision a and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.
- d. Contractor agrees this contract may be subject to suspension of payments or termination of this contract, or both, and the Contractor may be subject to debarment, in accordance with the requirements of the Government Code, Section 8350 et seq., if the Department determines that any of the following has occurred:
 - (1) The Contractor or grantee has made a false certification.
 - (2) The Contractor violates the certification by failing to carry out the requirements of subdivisions a through c above.

27. COVENANT AGAINST CONTINGENT FEES

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

	BUDGET
Grantee Name: San Mateo County	EXHIBIT BY1
Grant Number: 01-15513	Page 1 of 3
Term: 07/01/2001 to 06/30/2004	
PROJECT: Young Adult Community Action Project	YEAR 1
	07/01/2001
	THROUGH
	06/30/2002
A. PERSONNEL COSTS	\$12,033
B. FRINGE BENEFITS @ 35% of Personnel Costs	\$4,212
C. OPERATING EXPENSES	\$13,733
D. EQUIPMENT EXPENSES	\$0
E. TRAVEL/PER DIEM AND TRAINING(at State DPA rates)	\$7,100
F. SUBCONTRACTS & CONSULTANTS	
1. Mini-Grants	\$0
2. URSA INSTITUTE	\$165,644
3. EVALUATION CONSULTANT	\$20,000
TOTAL SUBCONTRACTS and CONSULTANTS	\$185,644
G. OTHER COSTS	
1. Educational Materials	\$806
2. Promotional Items	\$851
3. Incentive Items	\$500
4. Media	\$0
5. Sponsorships	\$0
TOTAL OTHER COSTS	\$2,157
H. INDIRECT EXPENSES @ 25% of Personnel + Fringe	\$4,061
TOTAL EXPENSES	\$228,940

SAN MATEO COUNTY
GRANT NO: 01-15513
TERM: 07/01/01 – 06/30/04

EXHIBIT BY1 - BUDGET
PAGE 2 OF 3
YEAR 1: 07/01/01 - 06/30/02

SCHEDULE 1 OF 2

URSA INSTITUTE

\$165,644 has been budgeted to subcontract with the URSA Institute who will coordinate day-to-day project implementation activities. URSA's activities will include, but not be limited to training and supervising young adult advocates; overseeing the development, production, and placement of media concepts; will also coordinate with the evaluator and youth advocates in the evaluation component.

SAN MATEO COUNTY
GRANT NO: 01-15513
TERM: 07/01/01 – 06/30/04

EXHIBIT BY1 - BUDGET
PAGE 3 OF 3
YEAR 1: 07/01/01 - 06/30/02

SCHEDULE 2 OF 2

EVALUATION CONSULTANT

\$20,000 has been budgeted to subcontract with an evaluation consultant who will design evaluation pre/post intercept interviews and train and supervise youth advocates conducting the pre/post intercept interviews. The evaluation consultant will prepare case studies and prepare all evaluation reports.

	BUDGET
Grantee Name: San Mateo County	EXHIBIT BY2
Grant Number: 01-15513	Page 1 of 3
Term: 07/01/2001 to 06/30/2004	
PROJECT: Young Adult Community Action Project	YEAR 2
	07/01/2002
	THROUGH
	06/30/2003
A. PERSONNEL COSTS	\$12,636
B. FRINGE BENEFITS @ 35% of Personnel Costs	\$4,423
C. OPERATING EXPENSES	\$5,265
D. EQUIPMENT EXPENSES	\$0
E. TRAVEL/PER DIEM AND TRAINING(at State DPA rates)	\$4,050
F. SUBCONTRACTS & CONSULTANTS	
1. Mini-Grants	\$0
2. URSA INSTITUTE	\$125,494
3. EVALUATION CONSULTANT	\$10,000
TOTAL SUBCONTRACTS and CONSULTANTS	\$135,494
G. OTHER COSTS	
1. Educational Materials	\$500
2. Promotional Items	\$500
3. Incentive Items	\$500
4. Media	\$0
5. Sponsorships	\$0
TOTAL OTHER COSTS	\$1,500
H. INDIRECT EXPENSES @ 25% of Personnel + Fringe	\$4,265
TOTAL EXPENSES	\$167,633

SAN MATEO COUNTY
GRANT NO: 01-15513
TERM: 07/01/01 - 06/30/04

EXHIBIT BY2 - BUDGET
PAGE 2 OF 3
YEAR 1: 07/01/02 - 06/30/03

SCHEDULE 1 OF 2

URSA INSTITUTE

\$125,494 has been budgeted to subcontract with the URSA Institute who will coordinate day-to-day project implementation activities. URSA's activities will include, but not be limited to training and supervising young adult advocates; overseeing the development, production, and placement of media concepts; will also coordinate with the evaluator and youth advocates in the evaluation component.

SAN MATEO COUNTY
GRANT NO: 01-15513
TERM: 07/01/01 – 06/30/04

EXHIBIT BY2 - BUDGET
PAGE 3 OF 3
YEAR 1: 07/01/02 - 06/30/03

SCHEDULE 2 OF 2

EVALUATION CONSULTANT

\$10,000 has been budgeted to subcontract with an evaluation consultant who will design evaluation pre/post intercept interviews and train and supervise youth advocates conducting the pre/post intercept interviews. The evaluation consultant will prepare case studies and prepare all evaluation reports.

	BUDGET
Grantee Name: San Mateo County	EXHIBIT BY3
Grant Number: 01-15513	Page 1 of 3
Term: 07/01/2001 to 06/30/2004	
PROJECT: Young Adult Community Action Project	YEAR 3
	07/01/2003
	THROUGH
	06/30/2004
A. PERSONNEL COSTS	\$13,265
B. FRINGE BENEFITS @ 35% of Personnel Costs	\$4,643
C. OPERATING EXPENSES	\$8,798
D. EQUIPMENT EXPENSES	\$0
E. TRAVEL/PER DIEM AND TRAINING(at State DPA rates)	\$5,250
F. SUBCONTRACTS & CONSULTANTS	
1. Mini-Grants	\$0
2. URSA INSTITUTE	\$145,494
3. EVALUATION CONSULTANT	\$20,000
TOTAL SUBCONTRACTS and CONSULTANTS	\$165,494
G. OTHER COSTS	
1. Educational Materials	\$500
2. Promotional Items	\$500
3. Incentive Items	\$500
4. Media	\$0
5. Sponsorships	\$0
TOTAL OTHER COSTS	\$1,500
H. INDIRECT EXPENSES @ 25% of Personnel + Fringe	\$4,477
TOTAL EXPENSES	\$203,427

SAN MATEO COUNTY
GRANT NO: 01-15513
TERM: 07/01/01 – 06/30/04

EXHIBIT BY3 - BUDGET
PAGE 2 OF 3
YEAR 1: 07/01/03 - 06/30/04

SCHEDULE 1 OF 2

URSA INSTITUTE

\$145,494 has been budgeted to subcontract with the URSA Institute who will coordinate day-to-day project implementation activities. URSA's activities will include, but not be limited to training and supervising young adult advocates; overseeing the development, production, and placement of media concepts; will also coordinate with the evaluator and youth advocates in the evaluation component.

SAN MATEO COUNTY
GRANT NO: 01-15513
TERM: 07/01/01 – 06/30/04

EXHIBIT BY3- BUDGET
PAGE 3 OF 3
YEAR 1: 07/01/03 - 06/30/04

SCHEDULE 2 OF 2

EVALUATION CONSULTANT

\$20,000 has been budgeted to subcontract with an evaluation consultant who will design evaluation pre/post intercept interviews and train and supervise youth advocates conducting the pre/post intercept interviews. The evaluation consultant will prepare case studies and prepare all evaluation reports.

EXHIBIT C

TERMS AND CONDITIONS

1. Scope of Work/Control of Project

- A. The Grantee shall provide the specific services, deliverables, and objectives as specified in Exhibit A, the approved Scope of Work, and any subsequent revisions. The approved Scope of Work and any subsequent revision is hereby incorporated and made a part hereof by this reference.
- B. The State shall at all times maintain control and direction over the Scope of Work being performed pursuant to this grant. The State reserves the exclusive right to approve and adjust specific tasks to be performed within the Scope of Work to be performed by the Grantee. These changes shall be accomplished by written notification to the Grantee or amendment to this grant. Amendment to this grant shall be mutually agreeable to both parties.

2. Term of Grant

The term of this grant award shall be from July 1, 2001 through June 30, 2004.

3. Maximum Amount Payable

- A. Subject to the provisions of paragraph 3.B., the maximum amount payable shall not exceed the following amounts:

- 1) \$228,940 Year 1 (07/01/01-06/30/02) from the 01/02 fiscal year.
- 2) \$167,633 Year 2 (07/01/02-06/30/03) from the 02/03 fiscal year.
- 3) \$203,427 Year 3 (07/01/03-06/30/04) from the 03/04 fiscal year.
- 4) \$600,000 for the entire grant term.

B. Limitation of State Liability

- 1) Funding for this grant for the period subsequent to FY 2001/02 shall be dependent upon the availability of future appropriations by the Legislature.
- 2) No legal liability on the part of the State for any payment may arise under this grant award until funds are made available and until the Grantee has received notice of funding availability that will be confirmed in writing.

EXHIBIT C

C. Funding Reduction

- 1) If changes are required by legislative mandates, court action, or other administrative action affecting the funding of the Competitive Grant Program, the grant shall be amended to reflect any reduction in funds or required change in the Scope of Work or terminated after a 30-day written notice to the Grantee.
 - 2) In the event the State elects to amend the grant, it shall be mutually understood by both parties that the State reserves the right to determine which grants, if any, under this program shall be reduced, and that the State shall determine at its sole discretion the amount that any or all of the grants shall be reduced and for which fiscal year.
- D. The State may extend the original term of this grant for continuation of the Scope of Work for a period of no more than two years.

4. Incorporated Exhibits

- A. The following exhibits are attached, incorporated herein, and made a part hereof by this reference:
- 1) Exhibit A, entitled "Scope of Work," consisting of twenty (20) pages.
 - 2) Exhibit A(S), Additional Provisions, consisting of fourteen (14) pages, notwithstanding provisions 8, 12, 19, 21, 22, and 28.
 - (a) Provision 8 is superceded by paragraph 3.C of this grant award.
 - (b) Provision 12 is superceded by paragraph 16 of this grant award.
 - (c) Provision 19 is superceded by paragraph 15 of this grant.
 - (d) Provision 21 is superceded by paragraph 27 of this grant award.
 - (e) Provision 22 is superceded by paragraph 13 of this grant award.
 - (f) Provision 28 is superceded by paragraph 8 of this grant award.

EXHIBIT C

- 3) Exhibit BY1, entitled "Budget – Year 1, 7/1/01 through 6/30/02," consisting of three (3) page(s). [Schedule(s) 1 - 2 (page(s) 2 – 3 of Exhibit BY1) are incorporated for informational purposes only. Changes to a subcontractor's identification or budget will not cause or result in a formal amendment to the grant].
 - 4) Exhibit BY2, entitled "Budget – Year 2, 7/1/02 through 6/30/03," consisting of three (3) page(s). [Schedule(s) 1-2 (page(s) 2-3 of Exhibit BY2) are incorporated for informational purposes only. Changes to a subcontractor's identification or budget will not cause or result in a formal amendment to the grant].
 - 5) Exhibit BY3, entitled "Budget – Year 3, 7/1/03 through 6/30/04," consisting of three (3) page(s). [Schedule(s) 1-2 (page(s) 2-3 of Exhibit BY3) are incorporated for informational purposes only. Changes to a subcontractor's identification or budget will not cause or result in a formal amendment to the grant].
 - 6) Exhibit C, Terms and Conditions, consisting of twenty-four (24) pages.
 - 7) Exhibit D, entitled "Contract Uniformity," consisting of two (2) pages.
 - 8) Exhibit E, entitled "Contractor's Release," consisting of one (1) page.
 - 9) Exhibit F, entitled "Current Contract Year Equipment Purchased With State Funds," consisting of two (2) pages.
 - 10) Exhibit G, entitled "Annual Inventory of State Furnished Equipment," consisting of one (1) page.
- B. The following exhibits and any subsequent updates are not attached, but are incorporated herein and made a part hereof by this reference. These exhibits may be updated periodically by the State, as required by program directives. The State shall provide the Grantee with copies of said exhibits and any periodic updates thereto, under separate cover. The Grantee will maintain on file all exhibits referenced herein, and any subsequent updates.

EXHIBIT C

- 1) The budget justification supporting the line item budget.
- 2) The Tobacco Control Section (TCS) Competitive Grantees Administrative and Policy Manual.

5. Allowable Scope of Work Changes

- A. Proposed Scope of Work changes, as described herein, shall not result in a formal grant amendment provided the Grantee's award amount does not increase or decrease as a result of the proposed Scope of Work change.
- B. The Grantee or State may propose changes or revisions to the detailed activities, grant deliverables, and/or performance timeframes specified in the Scope of Work provided such changes do not alter the overall goals and basic purpose of the grant.
- C. Proposed Scope of Work changes may include the substitution of specified activities or tasks; the alteration or substitution of grant deliverables; and modifications to anticipated completion/target dates.
- D. Unless otherwise stipulated, all requested changes and revisions proposed by the Grantee must be in writing and are subject to prior written approval by the State before the changes can be implemented.
- E. In implementing this Paragraph 5, the State may prescribe a format for the Grantee's use to request said changes. If no format is prescribed by the State, the Grantee may devise its own format for this purpose.
- F. Grantee may not make Scope of Work changes in advance of receiving written authorization. Unauthorized Scope of Work changes may be denied by the State. Scope of Work changes will not be allowed or approved after the expiration or termination of the grant award.

6. Allowable Changes to the Budget Justification

- A. Grantee may request adjustments to the budget justification provided said adjustments do not result in an increase or decrease to any one of the eight line item budget totals appearing in the grant budget for any year.
 - 1) Said adjustments shall not require a grant amendment.
 - 2) Said adjustments require prior written approval from the State in accordance with a form and format prescribed by the State.

EXHIBIT C

- B. Grantee shall adhere to any State requirements regarding the process to follow in requesting approval to make adjustments to the budget justification.
- C. If any adjustments to the budget justification alter performance of the Scope of Work or result in an increase or decrease to any one of the eight line item budget totals, Grantee must obtain prior written approval from the State in accordance with Paragraphs 5 and 7. Failure to provide the State with timely notification of changes which affect the Scope of Work or line item totals in any Budget Exhibit could result in a disallowance of expenditures and/or an audit exception.
- D. Grantee may not make expenditures in advance of receiving written authorization for any requested changes to the budget justification. Unauthorized expenditures may be denied by the State. Changes to the budget justification will not be allowed or approved after the expiration or termination of the grant award.

7. Allowable Line Item Shifts

- A. Cumulative line item shifts of up to \$10,000 per line item may be made provided no line item is increased or decreased by more than \$10,000 and the grant award amount does not change.
- B. Line item shifts meeting this criteria shall not require a formal grant amendment.
- C. Grantee shall adhere to any State requirements regarding the process to follow in requesting approval to make line item shifts.
- D. Line item shifts may be proposed/requested by either the State or the Grantee.
- E. Grantee is cautioned against making expenditures in advance of receiving written authorization for any requested line item shifts. Unauthorized expenditures may be denied by the State. Line item shifts will not be allowed or approved after the expiration or termination of the grant award.

8. Progress Reports and Evaluation Instruments and Other Contractual Requirements

- A. The Grantee shall submit progress reports postmarked no later than the due dates specified in Paragraph B below. Facsimile reports are not

EXHIBIT C

acceptable. Failure to submit timely and acceptable reports is cause for invoice payments to the Grantee to be delayed or disallowed. The Grantee's last monthly and/or final invoice will not be processed until an acceptable Final Comprehensive Report has been received and approved by the State.

- B. The Grantee shall submit Progress Reports, which describe accomplishments during the report period, to the State at the address specified under Paragraph 12 below, in a form and format prescribed by the State and in accordance with the following schedule:

	FROM	TO	DUE DATE
1) First Report	07/01/01	12/31/01	01/31/02
2) Second Report	01/01/02	06/30/02	07/31/02
3) Third Report	07/01/02	12/31/02	01/31/03
4) Fourth Report	01/01/03	06/30/03	07/31/03
5) Fifth Report	07/01/03	12/31/03	01/30/04
6) Sixth and Final Comprehensive Report	07/01/01	06/30/04	06/30/04

- C. Reports are to be prepared in accordance with the instructions and format identified in the TCS Competitive Grantees Administrative and Policy Manual.
- D. The Grantee shall complete State evaluation instruments, needs assessment instruments, and other evaluation requirements in accordance with a form and format prescribed by the State.
- E. The Grantee shall coordinate and collaborate with TCS or its designee to maximize the tobacco education media/communication efforts, as directed by the State.
- F. The Grantee shall comply with all State-issued program and policy letters which may be issued during the grant term provided that the State shall only make changes or impose additional requirements which will not result in additional costs to the Grantee.

EXHIBIT C

9. Payment Provisions

A. In consideration of services provided by the Grantee as described in the Scope of Work and performed in a manner acceptable to the State, the State shall reimburse the Grantee for actual expenditures not more frequently than once a month, in arrears, upon submission of an undisputed invoice in accordance with a form and format prescribed by the State. The invoice shall contain the following information:

- 1) An original signature
- 2) The time period covered
- 3) The Grantee name and grant number, and
- 4) Actual expenditures identified by line item in accordance with each annual Budget Exhibit.

Total State reimbursement for each line item identified in any Budget Exhibit is the maximum amount reimbursable for that line item during the grant term. The State, at its own option, may return disputed invoices to the Grantee for correction and resubmission prior to payment or reduce itemized expenses claimed which are not in accordance with Exhibit A, "Scope of Work," any Budget Exhibit or which cannot be verified as project expenses by the Grantee.

Invoices are to be signed by an authorized official, employee, or agent of the Grantee who shall certify that the expenditures claimed are actual expenditures for the period reported.

B. Timely Submission of Final Invoice

- 1) A final undisputed invoice shall be submitted for payment no more than ninety (90) calendar days following the expiration or termination of this grant, unless a later or alternate deadline is negotiated and agreed upon in writing by the program contract manager. Said invoice should be clearly marked "Final Invoice," to indicate that all payment obligations of the State under this grant have ceased and that no further payments are due or outstanding.
- 2) The State, at its discretion, may elect not to honor any delinquent final invoice if the Grantee fails to obtain prior written State approval of an alternate final invoice submission deadline. Written State approval shall be sought from the program contract manager prior to the expiration or termination date of this grant.

EXHIBIT C

3) The Grantee is hereby advised of its obligation to submit, with the final invoice, a "Contractor's Release, Exhibit E" acknowledging submission of the final invoice to the State and certifying the approximate percentage amount, if any, of recycled products used in performance of this grant.

C. The State will only reimburse the Grantee for employee vacation and sick leave earned and accrued during the grant award term. Therefore, the State will not reimburse the Grantee for vacation and/or sick leave taken after the termination of the grant award, or earned before the start date of the grant.

D. Overtime is not reimbursable under the terms of this grant unless the Grantee has budgeted for overtime expenses in any of the approved Budget Exhibits.

E. The Grantee understands and agrees that all deliverables as specified in this grant award must be fully and satisfactorily performed in order to receive the maximum amount payable identified in Paragraph 3.A., above. The Grantee agrees that if the State determines that any deliverable is not performed, only partially performed, or not performed at a level of quality/satisfaction to the State, the State may reduce the maximum amount payable under this grant award as follows:

1) Where a deliverable is not performed:

The State shall calculate the pro rata share of the non-performed deliverable by utilizing the relative values specified in the Scope of Work for each deliverable and reduce the maximum amount payable by deducting the relative value of the deliverable from any sum due the Grantee to the degree that the sum due the Grantee meets or exceeds the reduction. If the reduction exceeds the sum due the Grantee, the Grantee shall pay such amount back to the State upon its demand. The Grantee agrees that such deductions to sums due to the Grantee are offsets and no further amount shall be due to the Grantee.

2) Where a deliverable is only partially performed:

The State shall ascertain what percentage of the deliverable was only partially performed, calculate the pro rata share of the partially performed portion by utilizing the relative values specified in the Scope of Work for each deliverable and reduce the maximum amount payable by deducting the relative value of the partially

EXHIBIT C

performed deliverable from any sum due the Grantee to the degree that the sum due the Grantee meets or exceeds the reduction. If the reduction exceeds the sum due the Grantee, the Grantee shall pay such amount back to the State upon demand. The Grantee agrees that such deductions to sums due to the Grantee are offsets and no further amount shall be due to the Grantee.

- 3) Where a deliverable is not performed at a level of quality/satisfaction:

The State shall ascertain what percentage of the deliverable was not performed at a level of quality/satisfaction, calculate the pro rata share of that portion by utilizing the relative values specified in the Scope of Work for each deliverable and reduce the maximum amount payable by deducting the relative value of that portion from any sum due the Grantee to the degree that the sum due the Grantee meets or exceeds the reduction. If the reduction exceeds the sum due the Grantee, the Grantee shall pay such amount back to the State upon demand. The Grantee agrees that such deductions to sums due to the Grantee are offsets and no further amount shall be due to the Grantee.

- F. Grantee shall not divert, freeze, restrict, or prevent the use of funds received or generated, in whole or in part, for purposes other than conducting the activities described in the approved Scope of Work.

10. Recovery of Overpayments

The State shall recover overpayments to the Grantee including, but not limited to, payments determined to be:

- A. In excess of allowable costs.
- B. In excess of amounts usually charged by the Grantee or any of its subcontractors.
- C. For services not documented in the records of the Grantee or any of its subcontractors, or for services where the documentation of the Grantee or any of its subcontractors justifies only a lower level of payment.
- D. Based upon false or incorrect invoices.
- E. For services not authorized by the State.

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- F. For services already paid for or already reimbursed by the State or others.
- G. For services that should have been billed to others.

11. Travel and Per Diem

This paragraph supplements provision 1 in Additional Provisions, Exhibit A(S).

The Grantee's headquarters is the location where the computation of reimbursable travel costs will begin and end under the terms of this grant award. Headquarters is defined as the place where project personnel spend the largest portion of their regular working time and return to upon completion of special assignments. Any necessary travel away from the Grantee's headquarters shall be reimbursed in accordance with allowable costs identified in any Budget Exhibit and shall not exceed rates established by the State Department of Personnel Administration (DPA) for similar employees. Travel Reimbursement Information, CMU 01 (11/00), is incorporated in the TCS Competitive Grantees Administrative and Policy Manual.

12. Invoicing and Communications

Invoices, progress reports, and other written communications from the Grantee shall be sent to the Department of Health Services, Tobacco Control Section, Mail Station 555, P. O. Box 942732, Sacramento, CA 94234-7320. All written communication must include the grant number and the Grantee's full legal name.

13. Amendment Procedure

Should either party, during the term of this grant, desire a change or an amendment to the terms in the grant, other than that defined in Paragraphs 5, 6, and 7 above, such changes or amendments shall be proposed in writing to the other party, who will respond in writing whether the proposed changes or amendments are accepted or rejected. If accepted and after negotiations are concluded, the agreed upon changes shall be made through the State's official grant amendment process. The amendment will not be considered binding on either party until it is approved by the State. Grant changes will not be allowed or approved after the expiration or termination of the grant award term.

14. Avoidance of a Conflict of Interest by the Grantee

The Grantee agrees it will take all reasonable efforts to ensure that no conflict of interest exists for its officers, agents and employees. The Grantee, its agents,

EXHIBIT C

officers, and employees shall not use their position to influence a government decision in which he or she knows, or has reason to know, he or she has a financial interest, such as for private gain for themselves or others with whom they have family, business, or other ties. In the event the State determines that a conflict of interest situation exists, any increase in cost(s) associated with the conflict of interest may be disallowed and such conflict may constitute grounds for termination of this grant. This provision shall not be construed to prohibit the employment of persons with whom grant officers, agents, and employees have family, business or other ties so long as the employment of such persons does not result in increased costs over those associated with employment of any other qualified applicant on a merit basis.

15. Acknowledgment of State Participation and Helpline Reference

- A. The Grantee shall acknowledge the financial support of State funds whenever any findings, data, and materials developed pursuant to this grant award are published or whenever the Grantee creates a product (e.g., brochure, a film, videotape, manual, book, pamphlet, training guide, poster, curriculum, etc.) pursuant to this grant, in the following manner: "This _____ was made possible by funds received from Grant Number 01-15513 with the California Department of Health Services, Tobacco Control Section."
- B. Informational materials including, but not limited to, brochures, pamphlets, posters, curriculum, training guides, etc., that are developed under this grant award, shall include the California Smokers Helpline toll-free telephone number unless granted an exemption from such requirement by the State.

16. Copyright and Ownership of Materials

- A. The State shall be the owner of all rights, title and interest in, not limited to the copyright to, any and all Works created, provided, or developed in part or in total under this grant, whether or not published or produced. For purposes of this paragraph, "Works" are all literary Works, writings and printed matter, including the medium by which it is recorded or reproduced, and photographs, art work, pictorial and graphic representations, motion pictures, other audiovisual products, digital recordings, tape recordings, educational materials, original computer software programs, data, and any other materials or products conceived, developed, or delivered as a result of this grant. The copyright to any and all Works created, provided, or developed under this grant, whether published or not published or produced, belongs to the State from the moment of creation.

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- B. The State retains all rights to use, reproduce, distribute, or display any Works created, provided, or produced under this grant and any derivative works based on grant Works, as well as all other rights, privileges, and remedies granted or reserved to a copyright owner under statutory and common law copyright law.
- C. Grantee shall grant to the State, as permitted in California Civil Code, Section 982, ownership in any original work of authorship created, provided, or produced under this grant that is not fixed in any tangible medium of expression.
- D. If for any reason, the State is not deemed to be the owner of all rights, title and interest in the Works created, provided, developed, or produced under this grant, then Grantee, by entering into this grant, assigns all such rights to the State.
- E. For any product, data or material which is created, provided, developed, or produced under this grant which is not deemed a Work, the Grantee shall grant the State a royalty-free, non-exclusive, and irrevocable license throughout the world to reproduce, to produce derivative Works, to distribute copies, to perform, to display or otherwise use, duplicate, or dispose of such product, data or material in any manner for governmental purposes, and to have or permit others to do so.
- F. Subject to the terms, conditions, and limitations contained in this grant and subject to the performance of all terms and conditions stated in this grant, the State grants to the Grantee a non-exclusive license to use, duplicate, distribute, and permit others to use Works created, produced or developed under this grant for the purpose of carrying out the terms and conditions of this grant, consistent with any limitations set forth in this grant.
- G. For Works requiring the use of other copyright holders' materials, the Grantee shall furnish the names and addresses of all copyright holders or their agents, if any, and the terms of any licenses or usage granted, at the time of delivery of the Works. No materials of other copyright holders shall be used without prior written permission of the State and the holder of the copyright.
- H. At any time the Grantee enters into an agreement with another party in order to perform the work required under this grant, the Grantee shall require the agreement to include language granting the State a copyright interest in any Works created, provided, developed, or produced under

EXHIBIT C

the agreement and ownership of any Works not fixed in any tangible medium of expression. In addition, the Grantee shall require the other party to assign those rights to the State in a format prescribed by the State. For any Works for which the copyright is not granted to the State, the State shall retain a royalty-free, non-exclusive and irrevocable license throughout the world to reproduce, to prepare derivative Works, to distribute copies, to perform, to display, or otherwise use, duplicate or dispose of such Works in any manner for government purposes, and to have or permit others to do so.

- I. The Grantee represents and warrants that:
 - 1) The Grantee is free to enter into and fully perform this agreement;
 - 2) The Grantee has secured or will secure all rights and licenses necessary for the creation, production, or development of the Works under this grant;
 - 3) Neither the Works created, produced, or developed under this grant, the materials contained therein, nor the exercise by either the Grantee or the State of the rights described or granted in this grant, shall infringe upon or violate the rights or interests of any person or entity;
 - 4) Neither the Works, nor any part of the Works, created, produced, or developed under this grant shall: a) violate the right of privacy of, or b) constitute a libel or slander against, or c) infringe upon the copyright, literary, dramatic, statutory or common law rights, trademarks or service marks of any person, firm, or corporation; and
 - 5) The Grantee has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to the State in this grant.
- J. All Works distributed under the terms of this grant and any reproductions of visual Works or text of such Works shall include a notice of copyright in a place that can be visually perceived either directly or with the aid of a machine or device. This notice shall be placed prominently on Works and set apart from other matter on the page or medium where it appears.
- K. The Grantee shall indemnify, defend and hold harmless the State and its licensees and assignees, and their officers, directors, employees, agents, representatives, successors, licensees and assignees from and against all

EXHIBIT C

claims, actions, damages, losses, costs and expenses, including reasonable attorneys' fees, which any of them may sustain because of the use, reproduction, distribution, display or transfer of the Works and any other materials furnished by Grantee under this grant, or because of the breach of any of the representations or warranties made in this grant award.

- L. If the use of any Work is enjoined as a result of any action or proceeding, the Grantee shall, at its own expense and at the option of the State:
- 1) Procure for the State the right to continue to use said element, if the cost of said element does not exceed the reasonable cost anticipated under paragraph 16.L.2) or 16.L.3) below; or
 - 2) Replace said element with a comparable element which is non-infringing or does not violate the rights or interest of any person or entity; or
 - 3) Modify said element so it becomes non-infringing or does not violate the rights or interest of any person or entity.
- M. The State owns all materials developed, provided, and produced for the State under this grant. During the contracting phase of this process, the State shall negotiate with the Grantee to determine the number of camera-ready and completed versions of each deliverable the State will receive. It is anticipated that the State will use deliverables in future tobacco control programs.

17. Project Monitoring

- A. The State and all authorized State control agencies shall have access to all internal and external reports, records, and documents used by the Grantee in the operation and administration of this grant. The State shall have the right to monitor all aspects of the Grantee's performance regardless of whether there are specific performance requirements in the grant pertaining to the area being monitored.
- B. The Grantee shall cooperate, and require its subcontractors to cooperate, with the State or its designee by participating in meetings and/or site visits as the State may deem necessary to monitor Grantee compliance with the grant.

EXHIBIT C

18. Insurance

Without limiting the Grantee's indemnification of the State, the Grantee shall provide and maintain liability and worker's compensation insurance for its employees assigned to perform work under and during the term of this grant.

19. Subcontracting

This paragraph supplements provision 4 in Additional Provisions, Exhibit A(S).

- A. As used in this grant, the term "subcontractor" shall include any individual or entity that enters into a written subcontract with the Grantee for performance of any part of this grant.
- B. No performance of this grant or any portion thereof may be subcontracted by the Grantee without the express written consent of the State. Any attempt by the Grantee to subcontract any performance of the grant without the express written consent of the State shall be void and shall constitute a breach of this grant. Whenever the Grantee is authorized to subcontract, all applicable terms of the grant shall be included in such subcontract and agreed to by the subcontractor. The Grantee must meet this requirement within ten (10) days after the State issues an authorization to subcontract. The State's acceptance of the subcontract shall be contingent upon the review and approval of the final subcontract.
- C. The State reserves the right to require the Grantee to remove or replace any or all subcontractors and require the Grantee to find appropriate replacements within thirty (30) days of notification. No subcontract, which the Grantee enters into with respect to performance under the grant, shall in any way relieve the Grantee of any responsibility for performance of its grant duties.
- D. Upon expiration or termination of any subcontract agreement exceeding \$5,000, the State shall be notified immediately.

20. Termination

A. Termination for Convenience

The State retains the option to terminate this grant without cause at the State's convenience, provided that written notice has been delivered to the Grantee at least thirty (30) days prior to such termination date. If the State terminates this grant at its convenience, the Grantee will be entitled to compensation upon submission of an invoice and proper proof of claim,

EXHIBIT C

in that proportion which its services and products were satisfactorily rendered or provided and its expenses necessarily incurred pursuant to this grant, up to the date when notice of termination is received by the Grantee (hereinafter referred to as "the notice date"). In the event of termination, at the request of the State, the Grantee shall furnish copies of all proposals, specifications, designs, procedures, layouts, copy, and other materials related to the services or deliverables provided under this grant, whether finished or in progress on the termination date. The Grantee will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to the grant after the notice date, unless the Grantee receives written advance approval from the State. Any services or deliverables for which the Grantee is paid which are provided according to the procedures in this paragraph shall become the property of the State.

B. Immediate Termination for Cause

The State reserves the right to immediately terminate this grant in whole or in part by providing written notice to the Grantee after the occurrence of any of the following:

- 1) If the Grantee knowingly furnishes any statement, representation, warranty, or certification in connection with the Scope of Work of the grant, which representation is materially false, deceptive, incorrect, or incomplete;
- 2) If the Grantee fails to perform to the State's satisfaction any material requirement of the grant or defaults in performance of the grant award;
- 3) If the State determines satisfactory performance of the grant is substantially endangered by the action or inaction by the Grantee, or can reasonably anticipate such occurrence of default;
- 4) If the Grantee files for bankruptcy or, if in the judgment of the State, the Grantee becomes financially incapable of completing the grant; or
- 5) The State may, at its discretion, require the Grantee to cease performance of certain components of the Scope of Work and complete performance of other components prior to termination of the entire grant.

EXHIBIT C

21. Responsibilities Upon Termination

After receipt of notification of termination of this grant, and except as otherwise specified by the State, the Grantee shall stop work under this grant on the date specified in the written notice of termination. The Grantee shall:

- A. Place no further order or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under this grant that is not terminated;
- B. Assign to the State, effective on the date of termination, in the manner, and to the extent specified by the State, all of the rights, titles, and interests for the Grantee under the orders and subcontracts terminated. In the case of said assignment, the State has the right, at its discretion, to settle or reimburse the Grantee for payment of any or all claims arising out of the termination of such orders and subcontracts and reduce any settlement amount determined by the amount reimbursed to the Grantee for payment of such orders or subcontracts;
- C. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent the State may require. The State's approval or ratification shall be final for the purposes of this section.
- D. Upon the effective date of termination of the grant and the payment by the State of all items properly chargeable to the State hereunder, Grantee shall transfer, assign, and make available to the State all property and materials belonging to the State, all rights and claims to any and all reservations, contracts, and arrangements with owners of media/PR materials, or others, and shall make available to the State all written information regarding the State's media/PR materials, and no extra compensation is to be paid to Grantee for its services in connection with any such transfer or assignment;
- E. Take such action as may be necessary, or as the State may specify, to protect and preserve any property related to this grant which is in the possession of the Grantee and in which the State has or may acquire an interest.

22. Purchasing/Procurement Rules

- A. Provisions 2a and 2b in Additional Provisions Exhibit A(S) are amended to read as follows:

EXHIBIT C

- a. Units of local government, public entities (including the Universities of California and California State University and auxiliary organizations/foundations thereof), and state or federal agencies, whether acting as a grantee and/or subcontractor, may use their existing procurement systems to secure *all* articles, supplies, equipment (*e.g., non expendable items with a unit cost of \$5,000 or more and a useful life expectancy of one year or more, including EDP/ADP, telecommunications, and motor vehicles*), and services related to such purchases that are required in performance of this grant, without regard to dollar limit, subject to the provisions in paragraphs e through i of this section. *The provisions in paragraphs b, c, and d of this section may also apply, if purchases are subdelegated to subcontractors that are nonprofit organizations, for-profit entities or private vendors.*
 - b. All other entities (nonprofit organizations, for-profit entities, or private vendors), whether acting as a grantee or subcontractor, may use their existing procurement systems to secure articles, supplies, equipment (*e.g., nonexpendable items with a unit cost of \$5,000 or more and a useful life expectancy of one year or more, including EDP/ADP, telecommunications and motor vehicles*), and services related to such purchases that are required in performance of this grant. Equipment procurement shall not exceed an annual maximum limit of \$50,000, subject to the provisions in paragraphs c through i of this section. *The provisions in paragraph a of this section may also apply, if purchases are subdelegated to subcontractors that are units of local government, public entities, state or federal agencies.*
- B. The following paragraphs supplement provision 2 in Additional Provisions, Exhibit A(S).
- 1) Grant funds cannot be used to purchase equipment without obtaining prior written authorization from the State.
 - 2) The Grantee agrees to complete and return Exhibit F "Current Contract Year Equipment Purchased with State Funds," consisting of two (2) pages, and Exhibit G "Annual Inventory of State Furnished Equipment," consisting of one (1) page, to the address specified in Paragraph 12 above.

EXHIBIT C

23. Ownership/Disposition/Inventory of Equipment Purchased/Reimbursed with Contract Funds or Furnished by the State

- A. Provisions 3a and 3e in Additional Provisions, Exhibit A(S) are amended to read as follows:
- a. All equipment with a unit cost of \$500 or more and a life expectancy of more than one year and certain theft sensitive items (regardless of costs), purchased/reimbursed with grant funds or furnished by the State under the terms of this grant and not fully consumed in performance of this grant shall be considered state equipment and the property of the State.
 - e. Equipment, purchased/reimbursed with grant funds or furnished by the State under the terms of this grant, shall only be used for performance of this grant.

24. Grant Generated Revenues

The Grantee shall obtain the State's prior approval to generate revenue and place any revenue generated by activities conducted under this grant, accruing to or received by the Grantee, into an identifiable FDIC-insured, interest-bearing bank account. Revenue generated by the Grantee as a result of this grant award shall be used only to meet the goals and objectives identified in the Grantee's approved Scope of Work, to defray costs incurred by the program, to measurably expand the program, or to improve the quality of services above the level of services already funded under this grant award. The Grantee shall maintain adequate documentation of the receipt and use of such revenues, and shall provide this documentation to the State upon request. If funding authority for this program expires, the Grantee agrees to return to the State, within ninety (90) days, any unexpended funds, including any interest earned remaining in the generated revenue account to the address specified in Paragraph 12. If this grant is terminated pursuant to Paragraph 20 above, the Grantee agrees to return to the State, within thirty (30) days, any unexpended funds, including any interest earned remaining in the generated revenue account to the address specified in Paragraph 12. The words "Unexpended Tobacco Control Program Generated Revenue" and the grant number shall be written on the face of the check or warrant that the Grantee has issued to return the unexpended generated revenue.

25. Lobbying and Political Activities

- A. The Grantee shall not use grant funds for direct or indirect lobbying.
 - 1) Direct lobbying, for the purposes of this grant is defined as any explicit attempt to promote a yes or no vote on a specific piece of legislation, local ordinance or ballot measure through any oral, written or other form of communication with any member or employee of a legislative body, or any government official or employee who participates in the formulation of, or decision-making regarding that specific piece of legislation, local ordinance or ballot measure.
 - 2) Indirect lobbying, for the purposes of this grant, is defined as any oral or written communication to the general public or any segment of the general population which explicitly attempts to promote a yes or no vote on a specific piece of legislation, local ordinance or ballot measure by encouraging the recipients of the communication to attempt to influence a legislator or an employee of a legislative body or any other government official or employee who participates in the formulation of, or decision-making regarding that legislation, local ordinance or ballot measure.
- B. The Grantee shall not use grant funds to promote a yes or no vote on a ballot measure.
- C. The Grantee shall not use grant funds to promote, directly or indirectly, any candidate for an elective public office.

26. Child Support Compliance Act Acknowledgement

Effective January 1, 1999, by signing this grant that exceeds \$100,000, the Grantee acknowledges that:

- A. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- B. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and providing the names of

EXHIBIT C

all new employees to the New Hire Registry maintained by the California Employment Development Department.

- C. Questions about the New Employee Registry and reporting requirements are to be directed to the California Employment Development Department.

27. Financial and Compliance Audit Requirements

(Applicable to all federally funded contracts, excluding those entered into with a commercial business. Applicable to nonprofit organizations receiving state funds under a direct service contract. If in doubt as to the applicability of this provision to a contract, request an interpretation from the Department of Health Services' (DHS) program contract manager.)

- A. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.
- B. Direct service contract means a contract for services contained in local assistance or subvention programs or both (See Health & Safety (H&S) Code Section 38020). Direct service contracts shall not include contracts, grants, or subventions to other governmental agencies or units of government nor contracts with regional centers or area agencies on aging (See H&S Code Section 38030).
- C. The Grantee, as indicated below, agrees to obtain one of the following audits:
- 1) If the Grantee is a nonprofit organization (as defined in H&S Code Section 38040) and receives \$25,000 or more from any State agency under a direct service contract; the Grantee 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 c (3). or
 - 2) If the Grantee is a nonprofit organization (as defined in H&S Code Section 38040) and receives less than \$25,000 per year from any State agency under a direct service contract, the Grantee 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 grant. This audit does not fulfill the audit requirements of c (3). or

EXHIBIT C

- 3) If the Grantee is a State or Local Government entity or Nonprofit organization (as defined by the Federal Office of Management and Budget (OMB) Circular A-133) and expends \$300,000 or more in Federal awards, the Grantee agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in OMB Circular A-133 entitled "Audits of States, Local Governments, and Non-Profit Organizations." An audit conducted pursuant to this provision will fulfill the audit requirements outlined in c (1) and c (2) above. The requirements of this provision apply if:
- (a) The Grantee is a recipient expending Federal awards received directly from Federal awarding agencies, or
 - (b) The Grantee is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.
- D. The audit shall be completed by the 15th day of the fifth month following the end of the Grantee's fiscal year. Two copies of the audit report shall be delivered to the state program funding this grant. The audit report must identify the Grantee's legal name and the grant number assigned to this grant. The report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the DHS program contract manager shall forward the audit report to DHS' Audits and Investigations Unit.
- E. The cost of the audits described herein may be included in the funding for this grant up to the proportionate amount this grant represents of the Grantee's total revenue. The DHS program funding this grant 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 contract performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.
- G. Nothing in this grant limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.

EXHIBIT C

- H. Nothing in this provision limits the authority of the State to make audits of this grant, provided however, that if independent audits arranged for by the Grantee 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 Grantee will be given advance written notification, if the State chooses to exercise its option to perform said audits.

28. Prohibited Use of State Funds for Software

Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this grant for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

29. Confidentiality of Information

This paragraph supplements provision 17 in Additional Provisions, Exhibit A(S).

- A. All financial, statistical, personal, technical, and other data and information relating to State operations which are designated confidential by the State or developed by the Grantee and deemed confidential by the State, shall be protected by the Grantee from unauthorized use and disclosure. If the methods and procedures employed by the Grantee for the protection of the Grantee's data and information are deemed by the State to be adequate for the protection of the confidential information, such methods and procedures may be used to carry out the intent of this paragraph. If the methods and procedures employed by the Grantee are deemed by the State to be inadequate, the State, in cooperation with the Grantee, will specify the procedures to be followed.
- B. The Grantee and all subcontractors shall immediately notify the Program Contract Manager of any request from a third party for disclosure of any information relating to this grant, including, but not limited to, subpoena, deposition proceedings, court order or other legal action. Unless the Program Contract Manager authorizes the disclosure of the information in writing, the Grantee and all subcontractors shall use every means, to the maximum extent permitted by law and at no cost to the State, to protect the information from disclosure.

30. Union Organizing

Recipient, by signing this grant, hereby acknowledges the applicability of Government Code Section 16645 through 16649 to this agreement. Furthermore, Recipient, by signing this agreement, hereby certifies that:

- A. No state funds disbursed by this grant will be used to assist, promote, or deter union organizing.
- B. Recipient shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure.
- C. Recipient shall, where state funds are not designated as described in A above, allocate, on a pro-rata basis, all disbursements that support the grant program.
- D. If Recipient makes expenditures to assist, promote or deter union organizing, Recipient will maintain records sufficient to show that no state funds were used for those expenditures, and that Recipient shall provide those records to the Attorney General upon request.

31. Priority of Provisions

Where inconsistencies may exist between the terms of this grant award and the attachments hereto, such inconsistencies shall be resolved by giving precedence in the following order:

- A. Grant Award
- B. Exhibit A, Scope of Work
- C. Exhibit C, Terms and Conditions
- D. Exhibit A(S), Additional Provisions

CONTRACT UNIFORMITY

Pursuant to the provisions of Article 7 (commencing with Section 100525) of Chapter 3 of Part 1 of Division 101 of the Health and Safety Code, the Department of Health Services sets forth the following policies, procedures, and guidelines regarding fringe benefits.

1. As used in this agreement with reference to State and/or federal funds, fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.
2. As used herein, fringe benefits do not include:
 - a. Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty, and/or military leave/training.
 - b. Director's and executive committee member's fees
 - c. Incentive awards and/or bonus incentive pay
 - d. Allowance for off-site pay
 - e. Location allowances
 - f. Hardship pay
 - g. Cost-of-living differentials
3. Specific allowable fringe benefits include:
 - a. Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental, and vision), unemployment insurance, workers compensation insurance and the employers portion of pension/retirement plans provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.
4. To be an allowable fringe benefit, the cost must meet the following criteria:
 - a. Be necessary and reasonable for the performance of the contract.
 - b. Be determined in accordance with generally accepted accounting principles.
 - c. Be consistent with policies that apply uniformly to all activities of the Contractor.
5. It is agreed by both parties that any and all fringe benefits shall be at actual cost.
6. Earned/accrued Compensation.
 - a. Compensation for vacation, sick leave, and holidays is limited to that amount earned/accrued within the contract term. Unused vacation, sick leave, and holidays earned from periods prior to the contract period cannot be claimed as allowable costs (See example on page 2).
 - b. For multiple year contracts, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the contract. Holidays cannot be carried over from one contract year to the next. (See example on page 2).
 - c. For single year contracts, vacation, sick leave, and holiday compensation which is earned/accrued but not paid, due to employee(s) not taking time off within the contract term, cannot be claimed as an allowable cost (See example on page 2).

Contractor's Release

Instructions to Contractor:

With final invoice(s) submit one (1) original and two (2) copies. The original must bear the original signature of a person authorized to bind the Contractor. The additional copies may bear photocopied signatures.

Submission of Final Invoice

Pursuant to contract number 01-15513 entered into between the State of California Department of Health hereby Services and the Contractor (identified below), the Contractor does acknowledge that final payment has been requested via invoice number(s) _____, in the amount(s) of \$ _____ and dated _____. If necessary, enter "See Attached" in the appropriate blocks and attach a list of invoice numbers, dollar amounts and invoice dates.

Release of all Obligations

By signing this form, and upon receipt of the amount specified in the invoice number(s) referenced above, the Contractor does hereby release and discharge the State, its officers, agents and employees of and from any and all liabilities, obligations, claims, and demands whatsoever arising from the above referenced contract.

Repayments Due to Audit Exceptions / Record Retention

By signing this form, Contractor acknowledges that expenses authorized for reimbursement does not guarantee final allowability of said expenses. Contractor agrees that the amount of any sustained audit exceptions resulting from any subsequent audit made after final payment, will be refunded to the State.

All expense and accounting records related to the above referenced contract must be maintained for audit purposes for no less than three years beyond the date of final payment, unless a longer term is stated in said contract.

Recycled Product Use Certification

By signing this form, Contractor certifies under penalty of perjury that a percentage (0% to 100%) of the materials, goods, supplies or products offered or used in the performance of the above referenced contract meets or exceeds the minimum percentage of recycled material, as defined in Public Contract Code Sections 12161 and 12200.

Reminder to Return State Equipment/Property (If Applicable)

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

Unless DHS has approved the continued use and possession of State equipment (as defined in the above referenced contract) for use in connection with another DHS agreement, Contractor agrees to promptly initiate arrangements to account for and return said equipment to DHS, at DHS's expense, if said equipment has not passed its useful life expectancy as defined in the above referenced contract.

Patents / Other Issues

By signing this form, Contractor further agrees, in connection with patent matters and with any claims that are not specifically released as set forth above, that it will comply with all of the provisions contained in the above referenced contract, including, but not limited to, those provisions relating to notification to the State and related to the defense or prosecution of litigation.

Contractor's Legal Name (As on contract): San Mateo County

Signature of Contractor or Official Designee: _____ Date: _____

Printed Name/Title of Person Signing: _____

DHS Distribution: Accounting (Original) Program CMU contract file

**EXHIBIT F
CURRENT CONTRACT YEAR EQUIPMENT PURCHASED WITH STATE FUNDS**

Contract number: _____

Date current contract expires: _____

Previous contract number (if applicable): _____

DHS program name: Tobacco Control Section

Contractor's name: _____

DHS program liaison: _____

Complete address: _____

DHS program address: P.O. Box 942732, Sacramento, CA 94234-7320

Telephone number: _____

Liaison telephone number: _____

Contractor's contact person: _____

Date of this report: _____

***Please Read Instructions on Reverse Side Before Completing
(THIS IS NOT A BUDGET FORM)***

State ID Tag Number (if motor vehicle, list license number)	Quantity	Description 1. Include manufacturer's name, model number, type, size, and/or capacity. 2. If motor vehicle, list year, make, model number, type of vehicle (van, sedan, pick-up, etc.) 3. If van, include passenger capacity.	Base Cost Per Unit	DHS Order or DHS Document Number	Date Received	Serial Number (If Motor Vehicle, List VIN Number)
			\$			
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			\$			
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EXHIBIT G

ANNUAL INVENTORY OF STATE-FURNISHED EQUIPMENT

Contract No.: _____ Date Contract Expires: _____
 Previous Contract No.: _____
 (if applicable)

Contractor's Name:	Contractor's Complete Address:	Contact Name/Phone No.: ()
DHS Program Name: Tobacco Control Section	DHS Program Address: P.O. Box 942732, Sacramento, CA 94234-7320	
DHS Program Liaison:	DHS Liaison's Telephone No.: ()	E-Mail: _____ Date of This Report:

(THIS IS NOT A BUDGET FORM)

State ID Tag No. (If Motor Vehicle, List License No.)	Quantity	Description 1. Include manufacturer's name, model no., type, size, and/or capacity. 2. If motor vehicle, list year, make, model no., type of vehicle (van, sedan, pick-up, etc.) 3. If van, include passenger capacity.	Base Cost Per Unit	DHS ASSET MGMT USE ONLY DHS Document No.	Date Received	Serial No. (If Motor Vehicle, list VIN No.)
			\$			
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INSTRUCTIONS: 1. Copy information from Exhibit A-1 from prior contracts.
 2. For more information regarding listing and tagging of equipment, please call Asset Management at (916) 323-4524.

CONTRACT UNIFORMITY

Pursuant to the provisions of Article 7 (commencing with Section 100525) of Chapter 3 of Part 1 of Division 101 of the Health and Safety Code, the Department of Health Services sets forth the following policies, procedures, and guidelines regarding fringe benefits.

1. As used in this agreement with reference to State and/or federal funds, fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.
2. As used herein, fringe benefits do not include:
 - a. Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty, and/or military leave/training.
 - b. Director's and executive committee member's fees
 - c. Incentive awards and/or bonus incentive pay
 - d. Allowance for off-site pay
 - e. Location allowances
 - f. Hardship pay
 - g. Cost-of-living differentials
3. Specific allowable fringe benefits include:
 - a. Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental, and vision), unemployment insurance, workers compensation insurance and the employers portion of pension/retirement plans provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.
4. To be an allowable fringe benefit, the cost must meet the following criteria:
 - a. Be necessary and reasonable for the performance of the contract.
 - b. Be determined in accordance with generally accepted accounting principles.
 - c. Be consistent with policies that apply uniformly to all activities of the Contractor.
5. It is agreed by both parties that any and all fringe benefits shall be at actual cost.
6. Earned/accrued Compensation.
 - a. Compensation for vacation, sick leave, and holidays is limited to that amount earned/accrued within the contract term. Unused vacation, sick leave, and holidays earned from periods prior to the contract period cannot be claimed as allowable costs (See example on page 2).
 - b. For multiple year contracts, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the contract. Holidays cannot be carried over from one contract year to the next. (See example on page 2).
 - c. For single year contracts, vacation, sick leave, and holiday compensation which is earned/accrued but not paid, due to employee(s) not taking time off within the contract term, cannot be claimed as an allowable cost (See example on page 2).

Contractor's Release

Instructions to Contractor:

With final invoice(s) submit one (1) original and two (2) copies. The original must bear the original signature of a person authorized to bind the Contractor. The additional copies may bear photocopied signatures.

Submission of Final Invoice

Pursuant to contract number 01-15513 entered into between the State of California Department of Health hereby Services and the Contractor (identified below), the Contractor does acknowledge that final payment has been requested via invoice number(s) _____, in the amount(s) of \$ _____ and dated _____. If necessary, enter "See Attached" in the appropriate blocks and attach a list of invoice numbers, dollar amounts and invoice dates.

Release of all Obligations

By signing this form, and upon receipt of the amount specified in the invoice number(s) referenced above, the Contractor does hereby release and discharge the State, its officers, agents and employees of and from any and all liabilities, obligations, claims, and demands whatsoever arising from the above referenced contract.

Repayments Due to Audit Exceptions / Record Retention

By signing this form, Contractor acknowledges that expenses authorized for reimbursement does not guarantee final allowability of said expenses. Contractor agrees that the amount of any sustained audit exceptions resulting from any subsequent audit made after final payment, will be refunded to the State.

All expense and accounting records related to the above referenced contract must be maintained for audit purposes for no less than three years beyond the date of final payment, unless a longer term is stated in said contract.

Recycled Product Use Certification

By signing this form, Contractor certifies under penalty of perjury that a percentage (0% to 100%) of the materials, goods, supplies or products offered or used in the performance of the above referenced contract meets or exceeds the minimum percentage of recycled material, as defined in Public Contract Code Sections 12161 and 12200.

Reminder to Return State Equipment/Property (If Applicable)

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

Unless DHS has approved the continued use and possession of State equipment (as defined in the above referenced contract) for use in connection with another DHS agreement, Contractor agrees to promptly initiate arrangements to account for and return said equipment to DHS, at DHS's expense, if said equipment has not passed its useful life expectancy as defined in the above referenced contract.

Patents / Other Issues

By signing this form, Contractor further agrees, in connection with patent matters and with any claims that are not specifically released as set forth above, that it will comply with all of the provisions contained in the above referenced contract, including, but not limited to, those provisions relating to notification to the State and related to the defense or prosecution of litigation.

Contractor's Legal Name (As on contract): San Mateo County

Signature of Contractor or Official Designee: _____ Date: _____

Printed Name/Title of Person Signing: _____

DHS Distribution: Accounting (Original) Program CMU contract file

EXHIBIT F CURRENT CONTRACT YEAR EQUIPMENT PURCHASED WITH STATE FUNDS

Contract number: _____
 Previous contract number (if applicable): _____
 Contractor's name: _____
 Complete address: _____
 Telephone number: _____
 Contractor's contact person: _____

Date current contract expires: _____
 DHS program name: Tobacco Control Section
 DHS program liaison: _____
 DHS program address: P.O. Box 942732, Sacramento, CA 94234-7320
 Liaison telephone number: _____
 Date of this report: _____

**Please Read Instructions on Reverse Side Before Completing
(THIS IS NOT A BUDGET FORM)**

State ID Tag Number (If motor vehicle, list license number)	Quantity	Description <small>1. Include manufacturer's name, model number, type, size, and/or capacity. 2. If motor vehicle, list year, make, model number, type of vehicle (van, sedan, pick-up, etc.) 3. If van, include passenger capacity.</small>	Base Cost Per Unit	DHS Order or DHS Document Number	Date Received	Serial Number (If Motor Vehicle, List VIN Number)
			\$			
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After a Standard Agreement contract has been approved and the equipment has been received, the DHS Program Liaison is responsible for obtaining the following information from the contractors and ensuring that the information is complete and accurate. The information will be used to track DHS contract equipment.

INSTRUCTIONS:

1. List each item of: *Tangible* equipment having a base cost per unit of \$500.00 or more and a life expectancy of 4 years or more.
Intangible equipment having a base cost per unit of \$5,000.00 or more and a life expectancy of 4 years or more (e.g., software, video, etc.).

The Department of Health Services (DHS) reserves the right to require the reporting and tagging of expendable equipment having a base cost per unit under \$500.00. This equipment will be issued either number series ID tags (e.g., computer monitor, facsimile, television, VCR, etc.) or blank ID tags (e.g., furniture, typewriter, calculator, etc.).

NOTE: It is a DHS policy not to ID tag modular furniture.

2. DHS Order or DHS Document Number: If applicable, DHS Program Liaison will note DHS Agency Purchase Estimate Number or Agency Order Number.
If applicable, DHS Asset Management will note DHS document number that applies to final disposition of equipment.
3. Identification tags that have been lost or destroyed must be replaced and can be obtained by contacting the DHS Asset Management Unit.
4. If additional pages are necessary, please use additional copies of this report and label the upper right-hand corner (e.g., Page 1 of 3, etc.).
5. When completed, the contractor is to return the original and one copy of this form to the DHS Program Liaison. The program will forward the original form to the Contracts and Business Services/Asset Management Unit at the following address:
P.O. Box 942732, 1800 Third Street, Room 455, Sacramento, CA 94234-7320.
6. A copy of this report is to be retained on file with the DHS program.
7. Upon receipt of this report in the Asset Management Unit, identification tags will be issued to the DHS Program Liaison. The DHS Program Liaison will forward the ID tags to the contractor. The contractor will place ID tags in plain sight to be easily read. To the extent possible, all equipment will be tagged on the asset's front, left-hand corner. The manufacturer's make and model number is not to be covered by the ID tags.

For more information regarding listing and tagging of equipment, please call Asset Management at (916) 323-4524.

EXHIBIT G
ANNUAL INVENTORY OF STATE-FURNISHED EQUIPMENT

Contract No.: _____ Date Contract Expires: _____
 Previous Contract No.: _____
 (if applicable)

Contractor's Name:		Contractor's Complete Address:		Contact Name/Phone No.: ()
DHS Program Name: Tobacco Control Section		DHS Program Address: P.O. Box 942732, Sacramento, CA 94234-7320		
DHS Program Liaison:		DHS Liaison's Telephone No.: ()	E-Mail:	Date of This Report:

(THIS IS NOT A BUDGET FORM)

State ID Tag No. (If Motor Vehicle, List License No.)	Quantity	Description 1. Include manufacturer's name, model no., type, size, and/or capacity. 2. If motor vehicle, list year, make, model no., type of vehicle (van, sedan, pick-up, etc.) 3. If van, include passenger capacity.	Base Cost Per Unit	DHS ASSET MGMT. USE ONLY DHS Document No.	Date Received	Serial No. (If Motor Vehicle, list VIN No.)
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INSTRUCTIONS: 1. Copy information from Exhibit A-1 from prior contracts.
 2. For more information regarding listing and tagging of equipment, please call Asset Management at (916) 323-4524.