



**RESOLUTION NO. 16-344**

**OF THE BOARD OF SUPERVISORS OF THE COUNTY OF NEVADA**

**RESOLUTION APPROVING EXECUTION OF AMENDMENT A01  
TO THE RENEWAL AGREEMENT NUMBER 15-10096 WITH THE  
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH FOR THE  
WOMEN, INFANTS, AND CHILDREN (WIC) SUPPLEMENTAL  
NUTRITION PROGRAM**

WHEREAS, per Resolution 15-444 the Board of Supervisors approved Agreement Number 15-10096 with the California Department of Public Health (CDPH) for the County's Women, Infants, and Children (WIC) Supplemental Nutrition Program; and

WHEREAS, the WIC Program provides beneficial services to the community including: supplemental food vouchers, nutrition education, and referral services for eligible pregnant, breastfeeding, and postpartum women, infants and children under the age of five; and

WHEREAS, Amendment A01 increases the funding level of the Agreement based on the Consumer Price Index whereas a 2% increase is being applied to portions of the funding formula used by the CDPH WIC Division to calculate funding totals.

NOW, THEREFORE, BE IT HEREBY RESOLVED by the Board of Supervisors of the County of Nevada, State of California that Amendment A01 to Agreement Number 15-10096 with the California Department of Public Health for funding the County's Women, Infants, and Children (WIC) Supplemental Nutrition Program pertaining to increasing the maximum amount from \$2,620,615 to \$2,683,081 (an increase of \$62,466) for the agreement term of October 1, 2015 through September 30, 2019 be and hereby is approved in substantially the form attached hereto and that the Chair of the Board of Supervisors be and hereby authorized to execute the Amendment on behalf of the County of Nevada.

Funds to be deposited into revenue account: 1589-40102-492-3401/446080.

PASSED AND ADOPTED by the Board of Supervisors of the County of Nevada at a special meeting of said Board, held on the 19th day of July, 2016, by the following vote of said Board:

Ayes: Supervisors Nathan H. Beason, Edward Scofield, Dan Miller, Hank Weston and Richard Anderson.

Noes: None.

Absent: None.

Abstain: None.

ATTEST:

JULIE PATTERSON HUNTER  
Clerk of the Board of Supervisors

By: 



Dan Miller, Chair

7/19/2016 cc: PH(3)  
AC\* (hold)

8/16/2016 cc: PH\*  
AC\*(release)

STATE OF CALIFORNIA  
**STANDARD AGREEMENT AMENDMENT**  
 STD 213A (Rev 6/03)

Check here if additional pages are added: 6 Page(s)

Agreement Number 15-10096	Amendment Number A01
Registration Number:	

- This Agreement is entered into between the State Agency and Contractor named below:  

State Agency's Name California Department of Public Health	Also known as CDPH or the State
Contractor's Name Nevada County Public Health Department	(Also referred to as Contractor)
- The term of this Agreement is: October 1, 2015 through September 30, 2019
- The maximum amount of this Agreement after this amendment is: \$ 2,683,081  
Two Million Six Hundred Eighty-Three Thousand Eighty One Dollars
- The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

I. **Purpose of amendment:** The purpose of this amendment is to amend all 84 WIC subvention contracts to increase funding based on the Consumer Price Index. A two 2% increase is being applied to portions of the funding formula used by the CDPH WIC Division to calculate each agency's funding totals this allows the contractor to perform more of the same services. The increase will start in Year Two of the contract and will be continued in Years Three and Four.

This amendment also reflect shifting of funds between expense categories in Year One of the contract due actual expenditures costs.

II. Certain changes made in this amendment are shown as: Text additions are displayed in **bold and underline**. Text deletions are displayed as strike through text (i.e., ~~Strike~~).

(Continued on next page)

All other terms and conditions shall remain the same.

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

CONTRACTOR		CALIFORNIA Department of General Services Use Only  <div style="border: 2px solid blue; padding: 10px; text-align: center;"> <b>APPROVED</b>   <span style="color: red; font-size: 1.2em;">AUG - 5 2016</span>             OFFICE OF LEGAL SERVICES            DEPT. OF GENERAL SERVICES         </div>
Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.) Nevada County Public Health Department		
By (Authorized Signature) 	Date Signed (Do not type) 7-7-14	
Printed Name and Title of Person Signing Dan Miller <del>Edward C. Seefeld</del> , Chair, Board of Nevada County Supervisors		
Address 950 Maidu Avenue, Suite 200 Nevada City, CA 95959		
STATE OF CALIFORNIA		
Agency Name California Department of Public Health		
By (Authorized Signature) 	Date Signed (Do not type) 7/27/14	
Printed Name and Title of Person Signing Yolanda Murillo, Chief, Contracts Management Unit		
Address 1616 Capitol Avenue, Suite 74.317, MS 1802, P.O. Box 997377, Sacramento, CA 95899-7377		
<input type="checkbox"/> Exempt per:  		

### III. Exhibit A, Scope of Work, revised as follows:

Provisions 2 Definitions, K and FF through LL as follows:

#### 2. Definitions

- K. **Facility Sites** - A site that is used by the Contractor to administer the WIC Program. Types of facility sites include WIC Clinic Sites, ~~(including fixed and satellite sites)~~, Administrative Sites, Training Centers, Warehouses and Storage Areas.
- FF. **WIC Clinic Sites** - A site that is solely designated for WIC services. ~~This includes fixed clinic sites and satellite clinic sites.~~
- ~~GG. **WIC Clinic Sites (Fixed)** - A site that is solely designated for WIC services (e.g., a room or suite of rooms in a health center or business mall).~~
- ~~HH. **WIC Clinic Sites (Satellite)** - A site that is not designated solely for WIC services, such as a community center, church, or library. Staff must set up and take down equipment (e.g., laptops and printers).~~
- ~~II. **WIC Director** - The Contractor's manager who is responsible for day-to-day WIC Programs operations.~~
- ~~JJ. **WIC Program** means the Special Supplemental Nutrition Program for Women, Infants and Children - A federal assistance program of the Food and Nutrition Service (FNS) of the United States Department of Agriculture (USDA) for healthcare and nutrition of low-income pregnant women, breastfeeding women, and infants and children under the age of five.~~
- ~~KK. **WNA** means WIC Nutrition Assistant - A paraprofessional who provides WIC services to participants.~~
- ~~LL. **WPPM** means the WIC Policy and Procedure Manual.~~

Provision 4.B. Services Hours:

#### 4. Service Hours

- B. When business hours of operation change for WIC clinic sites as listed on Exhibit B, Attachment III, the Contractor shall submit notification to the CDPH/WIC Division Contract Manager in writing at least 30 days in advance. The Contract Manager will ensure that the WIC clinic site listing is updated. ~~and the changes are reflected on the CDPH/WIC Division website.~~

Provision 5.A and B. Project Representatives

**5. Project Representatives**

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

<b>California Department of Public Health</b>	<b>Nevada County Public Health Department WIC Program</b>
Amanda Williams Contract Manager Telephone: (916) 928-8680 Fax: (916) 263-3314 E-mail: Amanda.Williams@cdph.ca.gov	Jill Blake Public Health Director, MPA Telephone: (530) 265-1732 Fax: (530) 271-0837 E-mail: Jill.Blake@co.nevada.ca.us

B. Direct all inquiries to:

<b>California Department of Public Health</b>	<b>Nevada County Public Health Department -WIC Program</b>
CDPH/WIC Division  Attention: Amanda Williams Local Operations Section 3901 Lennane Drive  Sacramento, CA 95834  Telephone: (916) 928-8680 Fax: (916) 263-3314 E-mail: Amanda.Williams@cdph.ca.gov	Nevada County Public Health <b>Department</b> WIC Program Attention: Debra L. Wilson Senior Nutritionist, MPH, RD, CLE <u><b>988 McCourtney Road</b></u> <u><b>Grass Valley, CA 95949</b></u> 471 Sutton Way, Suite 204 Grass Valley, CA 95945  Telephone: (530) 470-2439 Fax: (530) 273-8290 E-mail: Debra.Wilson@co.nevada.ca.us

Provision 6.A.8), and 19)c)

**6. Contractor Responsibilities**

**A. Administrative Contract Requirements**

**8) Travel**

The Contractor's staff shall be allowed to travel to attend trainings and conferences; attend committee meetings; provide services at remote WIC clinic sites; and provide community outreach activities.

**19) Motor Vehicles and Vehicle Maintenance**

c) The Contractor shall obtain and submit a copy of the required insurance documents as detailed in Exhibit E, Paragraph 34.B.



Provision 6.A.24) has been added as follows:

**A. Administrative Contract Requirements**

- 24) Release of Contractor's WIC Administrative data for inclusion in a third-party data reporting system (only applies to WIC Local Agencies that elect to use a third-party data reporting system).
- a) If the Contractor elects to use a third-party data reporting system, the Contractor must:
- i) Use a data reporting system that has been pre-approved by CDPH/WIC where CDPH/WIC has entered into a Data Use Agreement with said third-party vendor (to date the only data reporting system that has been approved by CDPH/WIC is the Raptor system maintained by the Public Health Foundation Enterprises, Inc., however CDPH/WIC is open to other possible data reporting systems);
  - ii) Using the sample agreement template provided by CDPH/WIC Exhibit A, Attachment II), enter into a signed agreement between the Contractor and the CDPH/WIC-approved third-party vendor outlining responsibilities, indemnification, and data access and confidentiality measures. Any changes to CDPH/WIC's sample agreement must be approved in advance, in writing by CDPH/WIC;
  - iii) Provide CDPH/WIC with a signed copy of the above referenced agreement between the Contractor and third-party vendor, including beginning and end dates;
  - iv) Send an official letter (on Agency letterhead) to its CDPH/WIC Contract Manager requesting that CDPH/WIC release the Contractor's Standard Local Agency Dataset (SLAD) on a monthly basis to the third-party vendor for inclusion in its data reporting system; and
  - v) To stop CDPH/WIC from sending the Contractor's SLAD to the third-party vendor outside of the agreement's term dates, Contractor must send an official letter to its CDPH/WIC Contract Manager specifying a stop date.

IV. Exhibit A, Attachment I, Local Agency Specific Services, Services to be Performed, revised as follows:

**Task 2: Nutrition Education:**

**Activities to Support the Objective**

Function 4: Utilize CDPH/WIC Division materials, both printed and online, to ensure that consistent nutrition messages are provided to participants in individual counseling sessions and group education. Refer to Exhibit A, § 6.A.6).

**Task 5: Outreach:**

**Deliverables**

B. Conduct and document the approved annual Public Outreach Announcement. Refer to Exhibit A, § 6.A.6).

**Task 6: WIC Vender Technical Assistance and Support:****Activities to Support the Objective**

Function 1: Coordinate and conduct, with the Contractor's Training Coordinator, annual in-service training to WIC local agency staff on Code of Conduct, which includes Conflict of Interest and Confidentiality.

Function 2: Conduct and document quarterly Technical Assistance (TA) site visits, serving as a resource to existing WIC authorized vendors (vendor) both during the TA site visit and upon request in between onsite visits. The site visits may include, but are not limited to, technical assistance (TA) visits.

~~Function 5: Participate in and document vendor related projects on an as-needed basis.~~

**Deliverables**

- A. Assist the Contractor's Training Coordinator to Ensure that the Code of Conduct training is delivered to the Contractor's local agency staff at least once per calendar year.
- C. Meet a minimum 90 percent performance standard of TA vendor onsite visits completed for each assigned vendor for each quarter of a Federal Fiscal Year, which begins October 1.
- D. Document results of every TA WIC authorized vendor site visit using the CDPH/WIC Division LVL reporting forms and submit to the CDPH/WIC Division.
- ~~G. Document results of vendor related project outcomes and submit to the CDPH/WIC Division as required.~~
- ~~H.G.~~ Provide written notice to the CDPH/WIC Division when there is a change of LVL(s). The notice shall include the name, WIC local agency, telephone number, email address of the new LVL, and notification to delete outdated information.
- ~~H.~~ Include LVL activities in the Semi-annual Report.

**Task 7: Farmers' Market Nutrition Program:****Activities to Support the Objective**

Function 5: Provide guidance and technical assistance as needed to farmers and market managers on program requirements.

**Task 9: Regional Breastfeeding Liaison Program – (N/A Not Applicable - Not part of this contract, Content intentionally omitted)**

**Objective:** The Contractor shall employ a dedicated staff member(s) as a Regional Breastfeeding Liaison (RBL) for WIC breastfeeding and program services outreach and promotion as defined by the agency's RBL Plan of Action. The RBL Program is designed to reduce the breastfeeding support gaps for WIC participants in the community.

### Activities to Support the Objective

Function 1: The RBL will serve as a breastfeeding subject matter expert and WIC liaison to promote WIC Program services and resources within their community or region by establishing/fostering relationships with community stakeholders who reach WIC-eligible participants and enhance continuity of care. (e.g., community-based organizations, public health departments, health clinics, hospitals, businesses, MCAH/Perinatal Service Coordinators, women's shelters, community colleges, childcare centers, schools, employers, faith-based agencies, community-based organizations, public health departments, health clinics, hospitals, businesses, etc.).

Function 2: The RBL will work with health care providers to improve their understanding of breastfeeding and WIC's role as a breastfeeding resource and to increase referrals.

### Deliverables

- A. Contractor shall develop an RBL Plan of Action using the CDPH/WIC Division's RBL Plan of Action template.
- E. RBL shall participate in meetings, webinars, conferences, webinars and conference calls as requested required by the CDPH/WIC Division. As funding allows, also attend approved conferences, for e.g., the California Breastfeeding Summit and California WIC Association (CWA) conferences.

V. Add Exhibit A, Attachment IV, Template Service Agreement for Third Party Entity's Data Reporting System (Sample Agreement), is hereby augmented into this agreement.

VI. Exhibit B - Budget Detail and Payment Provisions, revised as follows:

Provision 1.B. and E.

#### 1. Invoice and Payment

- B. Contractor shall submit one (1) original invoice, in arrears, not more frequently than monthly, unless an alternative period has been approved in writing, in advance, by the CDPH/WIC Division. Each monthly invoice shall include the Contractor's Agreement Number and shall be submitted for payment no more than forty-five (45) calendar days following the close of each billing period. Invoices are to be submitted to:

California Department of Public Health  
WIC Division  
Attention: Local Operations Section, Contract Manager  
3901 Lennane Drive  
Sacramento, CA 95834

- E. The invoice shall be signed by the Contractor's invoice preparer ~~WIC Director~~ and the Agency Director (or designee). If a designee signs an invoice for the Agency Director, a letter signed by the Agency Director shall be on file to identify and authorize the designee. The designee shall not be the preparer of the invoice.



Provision 4.A. Amounts Payable revised as follows:

**4. Amounts Payable**

A. The amounts payable under this agreement shall not exceed:

- 1) \$658,104 for the budget period of 10/1/2015 through 9/30/2016.
- 2) ~~\$652,544~~ **\$672,656** for the budget period of 10/1/2016 through 9/30/2017.
- 3) ~~\$653,264~~ **\$674,408** for the budget period of 10/1/2017 through 9/30/2018.
- 4) ~~\$656,703~~ **\$677,913** for the budget period of 10/1/2018 through 9/30/2019.

**XII. Exhibit B, Attachment I through III, Budgets have been revised in its entirety as attached.**

**XIII. Exhibit B, Attachment IV, Invoice Sample has been revised in its entirety as attached.**

**Exhibit A, Attachment IV  
Template Service Agreement for Third Party  
Entity's Data Reporting System**

*Template*  
Service Agreement for Third Party Entity's Data  
Reporting System

Between  
Third Party Entity  
And  
California WIC Local Agency

This Fee for Service Agreement (this "Agreement") is made and entered into as of date by and between Third Party Entity and California WIC Local Agency, the party identified under Section I as the "Customer" for the purpose of this Agreement.

**IDENTITY OF CUSTOMER:**

Legal Name: \_\_\_\_\_  
DBA of Customer: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Business Telephone: \_\_\_\_\_  
Email of Customer: \_\_\_\_\_  
Name of Customer Contact: \_\_\_\_\_  
Phone Number of Customer Contact: \_\_\_\_\_

**IDENTITY OF THIRD PARTY ENTITY:**

Legal Name: \_\_\_\_\_  
DBA: \_\_\_\_\_  
Address: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Business Telephone: \_\_\_\_\_  
Data Reporting System Name: \_\_\_\_\_  
Project Director Name: \_\_\_\_\_

**Exhibit A, Attachment IV  
Template Service Agreement for Third Party  
Entity's Data Reporting System**

Project Director Phone #: \_\_\_\_\_  
Project Director Email Address: \_\_\_\_\_  
Contract Manager Name: \_\_\_\_\_  
Contract Manager Email Address: \_\_\_\_\_

**I. Term and Termination**

Term: The term of this Agreement shall begin after signed by both parties and it shall remain in effect for four (4) years.

Termination without Cause: Either party may terminate this Agreement at any time and for any reason with at least thirty (30) calendar days prior written notice to the other party.

Termination for Cause: With reasonable cause, either party may terminate this Agreement effective immediately upon the giving of written notice of termination for cause. Reasonable cause shall include:

- i. A material violation or breach of this Agreement by the other party which is not cured within 15 calendar days after written notice from the terminating party.

**II. Scope of Work**

The above Customer gives permission to Third Party Entity to download and access their Standard Local Agency Dataset (SLAD) on a monthly basis from the California Department of Public Health's data system. Third Party Entity System Administrators will have access to the Customer's WIC data contained in the SLAD files, and said files will reside at Third Party Entity for the purpose of this project.

Customer's SLAD data, containing WIC participant identifiable information, will not be shared with any entity outside of this Customer without written permission.

Third Party Entity will use the SLAD files to generate a standard set of caseload reports for this Customer and will provide the Customer access to those reports on a secure website.

This Customer will only have access to detailed reports on its own participant data. Some reports may contain aggregated data from other California Local WIC Agencies also using the Third Party Entity's Data Reporting System for comparison of overall statistics. Individual California Local WIC Agencies are not identified in these aggregated data reports, and the Third Party Entity's Data Reporting System will only display aggregated data from other California Local WIC agencies for comparison purposes if the Third Party Entity's Data Reporting System includes 10 or more California Local WIC Agencies.

The following services will be provided by the Third Party Entity:

1. Third Party Entity will host and provide support (including backup, recovery and periodic software updates) for the Third Party Entity's Data Reporting System.

**Exhibit A, Attachment IV  
Template Service Agreement for Third Party  
Entity's Data Reporting System**

2. Third Party Entity will add all new users to the system as User Security Affidavits (USA) are received from this Customer.

**III. Cost**

Third Party Entity will invoice the Customer on an annual basis, and payment will be due from the Customer upon receipt of invoice for services.

Formula used to determine cost per year: \_\_\_\_\_

The total cost for this Customer for a full year will be: \$ \_\_\_\_\_

**IV. Indemnification**

Each party shall indemnify, defend and hold harmless the other party and its officers, directors, trustees, and employees from and against any claim, demand, liability, loss, judgment, settlement, suit, action, cost or expense, including reasonable attorneys' fees, arising out of or incident to the negligent or intentional acts or omissions of the Indemnifying Party, its officers, directors or employees in connection with this Agreement.

**V. Insurance**

Third Party Entity shall obtain and maintain on file in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the following insurance coverage:

1. Workers' Compensation insurance.
  - a. E.L. Each Accident \$1,000,000
  - b. E.L. Disease EA Employee \$1,000,000
  - c. E.L. Disease Policy Limit \$1,000,000.
2. Liability insurance. Third Party Entity shall obtain and maintain in full force and effect during the term of this Agreement the following liability insurance coverages, issued by a company admitted to do business in California and with an A.M. Best rating of A:VII or better, or equivalent self-insurance.
3. General Liability. Commercial general liability [CGL] insurance coverage (personal injury and property damage) of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of Third Party Entity or any officer, agent, or employee of Third Party Entity under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

**Exhibit A, Attachment IV  
Template Service Agreement for Third Party  
Entity's Data Reporting System**

4. Professional Liability/Errors and Omissions. Third Party Entity shall provide professional liability or errors and omissions insurance for all activities of Third Party Entity arising out of or in connection with this Agreement in an amount not less than ONE MILLION DOLLARS (\$1,000,000) per claim.
5. Comprehensive Automobile Liability Insurance. If Third Party Entity's obligations under this Agreement shall involve the operation of owned, hired, leased and/or non-owned vehicles, Third Party Entity shall provide comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with Third Party Entity's business of not less than THREE HUNDRED THOUSAND DOLLARS (\$300,000) combined single limit per occurrence.

**VI. Confidentiality**

1. Maintenance of Confidential Information. Confidential information is defined as all information disclosed to or created by Third Party Entity which relates to the Customer's past, present, and future activities, as well as activities under this Agreement. Third Party Entity shall hold all such information as Third Party Entity may receive or create, if any, in trust and confidence, except with the prior written approval of the Customer, as expressed through the identified contact for this Agreement. Upon cancellation or expiration of this Agreement, to the extent permitted by law, Third Party Entity shall delete all online data which contains any such confidential information, except that Third Party Entity may retain for its files a copy of Third Party Entity's work product if such product has been made available to the public by the customer.
2. Protection of Personally Identifiable Information and Protected Health Information.
  - a. This software system does not contain any Protected Health Information (PHI) and is therefore not constrained by HIPAA regulations.
  - b. This software system does contain information managed by The California Department of Public Health, The Special Supplemental Nutrition Program for Women, Infants and Children (CDPH/WIC) and all data shall be managed and kept confidential according to the rules governing CDPH/WIC.
  - c. Third Party Entity shall ensure that its staff is trained to its privacy and security policies and procedures and that appropriate physical, technological and administrative safeguards are in place to protect the confidentiality of the Customer's information; these standards, will, at a minimum, conform to CDPH's standards as outlined in its *Information Privacy and Security Requirements (For Non-HIPAA/HITECH Act Contracts)*. This document is the standard Exhibit G included in the October 2015 – September 2019 contracts between CDPH/WIC and each WIC Local Agency.
  - d. Third Party Entity agrees to notify the Customer immediately of any unauthorized access to or disclosure of WIC information that it becomes aware of.
  - e. Third Party Entity will be responsible for all costs associated with Third Party

**Exhibit A, Attachment IV  
Template Service Agreement for Third Party  
Entity's Data Reporting System**

Entity's breach of the security and the privacy of the Customer's WIC information, or its unauthorized access to or disclosure, including, but not limited to, mitigation of the breach, cost to the Customer of any monetary sanctions resulting from breach, notification of individuals affected by the breach, and any other action required by federal, state, or local laws, rules or regulations.

**VII. Notices**

Notices shall be delivered in person, via email or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by email/mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

**Customer**

Name: \_\_\_\_\_

Attn: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

**Third Party Entity**

Name: \_\_\_\_\_

Attn: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

**VIII. Venue**

This Agreement is entered into in Third Party Entity's County, California. This Agreement shall be interpreted, construed and governed by, in accordance with and consistent with the laws of the State of California without giving effect to its conflicts of laws principals. Such laws shall apply in all respects, including statutes of limitation, to any disputes or controversies arising out of or pertaining to this Agreement. The sole, exclusive and proper venue for any proceedings brought to interpret or enforce this Agreement or to obtain a declaration of the rights of the parties hereunder shall be Third Party Entity's County, California. Each of the parties hereto submits to the exclusive personal jurisdiction of the courts located in Third Party Entity's County, California and waives any defense of forum non conveniens.

**IX. Access to Records/Retention**

The Customer, any federal or state grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of Third Party Entity which are directly pertinent to the subject matter of this Agreement for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, Third Party Entity shall maintain all required Agreement related records for at least seven (7) years



**Exhibit A, Attachment IV  
Template Service Agreement for Third Party  
Entity's Data Reporting System**

after the Customer makes final payment for any other work authorized hereunder and all pending matters are closed, whichever is later.

WIC data contained in the system shall be retained for one (1) year after the termination of the Agreement unless otherwise requested by the Customer.

**X. Administration**

The below signed parties certify that they have read and understood the nature and scope of this Agreement and support it in its entirety. The individual signing this Agreement on behalf of an entity represents and warrants that he/she has authority to bind such entity to this Agreement.

**Third Party Entity:**

\_\_\_\_\_  
Individual's Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**Customer:**

\_\_\_\_\_  
Individual's Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**Exhibit B, Attachment I A1  
Budget**

	Year 1 10/1/2015 - 9/30/2016			Year 2 10/1/2016 - 9/30/2017			Year 3 10/1/2017 - 9/30/2018			Year 4 10/1/2018 - 9/30/2019			Totals	Total Adj.	Totals Amendment A-01
	Budget	Amendment A-01	Budget	Amendment A-01	Budget	Amendment A-01	Budget	Amendment A-01	Budget	Amendment A-01	Budget	Amendment A-01			
	Adj.		Adj.		Adj.		Adj.		Adj.		Adj.				
<b>Personnel</b>	304,288	-	304,288	310,127	9,364	319,491	316,203	11,034	327,237	28,499	1,267,223				
Total Salaries and Wages	202,321	-	202,321	198,052	5,869	203,921	201,551	6,086	207,637	4,831	805,052				
Fringe Benefits	506,609	-	506,609	505,158	14,970	520,128	511,678	15,450	527,128	15,865	2,042,776				
<b>Personnel</b>															
<b>Operating Expenses</b>															
Minor Equipment	9,800	(2,600)	7,200	7,900	(1,900)	6,000	4,993	-	4,993	-	2,500			(4,500)	20,693
General Office Expenses	15,070	-	15,070	16,831	745	17,576	14,410	540	14,950	141	13,332			1,426	60,928
Training	2,550	450	3,000	3,600	-	3,600	3,275	-	3,275	-	2,375			450	12,250
Travel	3,210	1,650	4,860	4,090	1,200	5,290	3,835	-	3,835	-	3,315			2,850	17,300
Professional Certifications	-	-	-	675	-	675	-	-	-	-	-			-	675
Outreach	500	500	1,000	500	-	500	500	-	500	-	500			500	2,500
Media/Promotion	-	-	-	-	-	-	-	-	-	-	-			-	-
Program Materials	-	-	-	-	-	-	-	-	-	-	-			-	-
Vehicle Maintenance	-	-	-	-	-	-	-	-	-	-	-			-	-
Audit	-	-	-	-	-	-	-	-	-	-	-			-	-
Facility Costs (See Exhibit B Attachment III for breakdown)	38,772	-	38,772	38,772	-	38,772	38,772	-	38,772	-	38,772			-	155,088
<b>Operating Expenses</b>	69,902	-	69,902	72,368	45	72,413	65,785	540	66,325	141	60,653			726	269,434
<b>Major Equipment</b>															
Telephone System	-	-	-	-	-	-	-	-	-	-	-			-	-
Information Technology Equipment	-	-	-	-	-	-	-	-	-	-	-			-	-
Vehicle (s)	-	-	-	-	-	-	-	-	-	-	-			-	-
Photocopy Equipment	-	-	-	-	-	-	-	-	-	-	-			-	-
<b>Major Equipment</b>															
<b>Subcontracts</b>															
Subcontracts	20,800	-	20,800	14,400	3,300	17,700	14,400	3,300	17,700	3,300	17,700			9,900	73,900
<b>Indirect Costs</b>															
Indirect Costs	60,793	-	60,793	60,618	1,797	62,415	61,401	1,854	63,255	1,904	64,223			5,555	250,686
<b>TOTAL COSTS</b>	658,104	-	658,104	652,544	672,656	653,264	672,656	656,703	677,913	2,620,615	2,683,081			-	-

Exhibit B, Attachment II A1  
Detail Worksheet

Personnel Position Title	Exhibit A SOW & A Attach 1	Year 1 10/1/2015 - 9/30/2016				Year 2 10/1/2016 - 9/30/2017				Year 3 10/1/2017 - 9/30/2018				Year 4 10/1/2018 - 9/30/2019				Totals Adj.	Totals Adj.	Totals Adj.									
		Current Base Salary Amendment A-1		Current Base Salary Amendment A-2		Current Base Salary Amendment A-1		Current Base Salary Amendment A-2		Current Base Salary Amendment A-1		Current Base Salary Amendment A-2		Current Base Salary Amendment A-1		Current Base Salary Amendment A-2													
		Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum	Minimum	Maximum												
WVC Director	1-18, 2-22	67,570	70,989	82,469	86,663	78,395	82,479	86,663	82,489	86,663	82,489	86,663	82,489	86,663	82,489	86,663	82,489	86,663	12,727	325,627	12,727	325,627	12,727	325,627	12,727	325,627	338,354		
WVC Nutritionist	1-8, 12, 15	61,155	64,250	74,658	78,636	50,678	53,289	62,415	65,993	50,678	53,289	62,415	65,993	50,678	53,289	62,415	65,993	50,678	53,289	1,450	57,443	1,450	57,443	1,450	57,443	1,450	57,443	221,048	
Senior WVC Nutrition Assistant	1-8, 12, 15	36,044	38,651	44,002	47,160	39,824	41,981	48,387	50,544	39,824	41,981	48,387	50,544	39,824	41,981	48,387	50,544	39,824	41,981	387	44,389	387	44,389	387	44,389	387	44,389	170,650	
WVC Nutrition Assistant / Peer Counselor	1, 8, 12	32,622	34,963	39,825	42,683	32,621	34,962	39,824	42,682	32,621	34,962	39,824	42,682	32,621	34,962	39,824	42,682	32,621	34,962	0.40	18,320	0.40	18,320	0.40	18,320	0.40	18,320	73,260	
WVC Nutrition Assistant (1)	1, 8, 12	29,525	31,644	36,044	38,631	31,001	32,651	37,111	38,761	31,001	32,651	37,111	38,761	31,001	32,651	37,111	38,761	31,001	32,651	1.00	34,290	1.00	34,290	1.00	34,290	1.00	34,290	143,897	
Peer Counselor	8, 12	26,772	28,540	32,622	34,963	45,164	48,164	52,164	55,164	45,164	48,164	52,164	55,164	45,164	48,164	52,164	55,164	45,164	48,164	1.40	38,384	1.40	38,384	1.40	38,384	1.40	38,384	135,076	
Program Manager	17, 19-20	85,146	91,831	109,349	112,107	8,315	8,315	0.05	0.02	5,197	(3,118)	2,079	0.03	0.01	3,118	(1,885)	1,233	0.00	0.00	0.00	0.00	3,118	(1,885)	1,233	0.00	0.00	0.00	0.00	11,627
<b>Total Subcontract and Wages</b>						334,288	334,288			334,288	334,288			334,288	334,288			334,288	334,288		334,288	334,288			334,288	334,288			1,387,223
<b>Fringe Benefits</b>						64,696	64,696			64,696	64,696			64,696	64,696			64,696	64,696		64,696	64,696			64,696	64,696			258,488
<b>Total Personnel</b>						606,699	606,699			606,699	606,699			606,699	606,699			606,699	606,699		606,699	606,699			606,699	606,699			1,645,711
<b>Operating Expenses</b>						8,900	8,900			8,900	8,900			8,900	8,900			8,900	8,900		8,900	8,900			8,900	8,900			35,772
Travel	17, 18	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	4,000
General Office Expenses	17, 18	15,070	15,070	15,070	15,070	15,070	15,070	15,070	15,070	15,070	15,070	15,070	15,070	15,070	15,070	15,070	15,070	15,070	15,070	15,070	15,070	15,070	15,070	15,070	15,070	15,070	15,070	15,070	60,282
Training	7	3,600	3,600	3,600	3,600	3,600	3,600	3,600	3,600	3,600	3,600	3,600	3,600	3,600	3,600	3,600	3,600	3,600	3,600	3,600	3,600	3,600	3,600	3,600	3,600	3,600	3,600	3,600	14,400
Professional Certifications	4, 5	3,210	3,210	3,210	3,210	3,210	3,210	3,210	3,210	3,210	3,210	3,210	3,210	3,210	3,210	3,210	3,210	3,210	3,210	3,210	3,210	3,210	3,210	3,210	3,210	3,210	3,210	3,210	12,840
Outreach	5	500	500	500	500	500	500	500	500	500	500	500	500	500	500	500	500	500	500	500	500	500	500	500	500	500	500	500	2,000
Media/Pressroom	6	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Vehicle Maintenance	18, 19	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
AGP	18, 19	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Facility Costs (See Exhibit B Attachment III for breakdown)	17	35,772	35,772	35,772	35,772	35,772	35,772	35,772	35,772	35,772	35,772	35,772	35,772	35,772	35,772	35,772	35,772	35,772	35,772	35,772	35,772	35,772	35,772	35,772	35,772	35,772	35,772	35,772	143,088
<b>Total Operating Expenses</b>						69,902	69,902			69,902	69,902			69,902	69,902			69,902	69,902		69,902	69,902			69,902	69,902			283,434
<b>Major Equipment</b> (unit cost must be \$5,000 or more)						60,793	60,793			60,793	60,793			60,793	60,793			60,793	60,793		60,793	60,793			60,793	60,793			243,171
Information Technology Equipment	17, 18, 20, 21	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Vehicle (1)	8, 17, 18, 19	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Processory Equipment	16, 17, 18	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Major Equipment</b>						60,793	60,793			60,793	60,793			60,793	60,793			60,793	60,793		60,793	60,793			60,793	60,793			243,171
<b>Subcontract (SOW Attach 1)</b>						13,000	13,000			13,000	13,000			13,000	13,000			13,000	13,000		13,000	13,000			13,000	13,000			52,000
Subcontract (SOW Attach 1)	17	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Subcontract (SOW Attach 1)	17, 18, 20, 21	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Subcontract (SOW Attach 1)	8, 17, 18, 19	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Subcontract (SOW Attach 1)	16, 17, 18	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Subcontract</b>						13,000	13,000			13,000	13,000			13,000	13,000			13,000	13,000		13,000	13,000			13,000	13,000			52,000
<b>Total Indirect Costs</b>						67,933	67,933			67,933	67,933			67,933	67,933			67,933	67,933		67,933	67,933			67,933	67,933			275,434
<b>Total Costs</b>						744,604	744,604			744,604	744,604			744,604	744,604			744,604	744,604		744,604	744,604			744,604	744,604			2,994,581

① Bilateral - Positions that receive Bilateral pay will show a higher salary. Justification and Union Contract will be kept on file with the original contract.  
 ② Longevity, Retention, Differential and COLA - Positions that receive these compensations will show a higher salary. Justification and Union Contract will be kept on file with the original contract.  
 ③ Overtime - is budgeted for up to a 3% increase for each year.  
 ④ Fringe Benefits - Any fringe benefit (years 1-4 that exceeds 50% will need a written justification.  
 ⑤ Vehicle Maintenance - maintenance over \$500 will need COPH/WVC Division approval.  
 ⑥ Facility Costs - includes Rent, Janitorial, Security, Maintenance and Utilities.  
 ⑦ Major Equipment - Refer to Exhibit D/FI page 3, Paragraph 3 for instructions. Vehicle(s) will be used for Facility Site Visits, Conferences, Trainings and Outreach. Unit cost must be \$5,000 or more.  
 ⑧ Subcontractors - List the subcontractor's name and short list of services provided. If the subcontractor has not been selected, enter TBD and list of services to be provided.



**Exhibit B, Attachment IV A1  
Invoice Sample**

Nevada County Public Health Department  
15-10096 A01  
California Department of Public Health  
Women, Infants and Children Division  
3901 Lemmane Drive, Sacramento, CA 95834

WIC PROGRAM INVOICE  
Budget Period 10/01/15 - 09/30/16

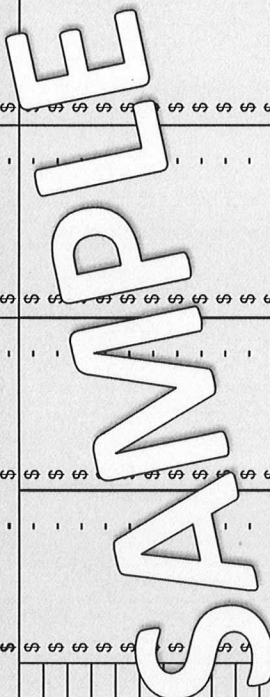
Contractor's Name:  
Contractor's Address:

Sample Local Agency  
1234 WIC Road  
Sacramento, CA 958234

Invoice Date:  
Invoice Number:  
Contract Number:  
Vendor Number:  
Billing Period:

#01  
15-12345  
000001234-56

Budget Line Items	Budgeted Amount	Year to Date Previously Invoiced	Total Amount Requested	Year to Date Invoiced	Remaining Budgeted Amount
PERSONNEL	\$ -				\$ -
Total Salaries & Wages	\$ -				\$ -
Fringe Benefits	\$ -				\$ -
OPERATING EXPENSES	\$ -				\$ -
Minor Equipment	\$ -				\$ -
General Office Expenses	\$ -				\$ -
Training	\$ -				\$ -
Travel	\$ -				\$ -
Professional Certifications	\$ -				\$ -
Outreach	\$ -				\$ -
Media/Promotion	\$ -				\$ -
Program Materials	\$ -				\$ -
Vehicle Maintenance	\$ -				\$ -
Audit	\$ -				\$ -
Facility Costs	\$ -				\$ -
MAJOR EQUIPMENT	\$ -				\$ -
Telephone System	\$ -				\$ -
Information Technology Equipment	\$ -				\$ -
Vehicle(s)	\$ -				\$ -
Photocopy Equipment	\$ -				\$ -
SUBCONTRACTS	\$ -				\$ -
INDIRECT COSTS	\$ -				\$ -
(Maximum: 13.8% of Total Personnel Costs)					
<b>TOTALS</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
			Amount to be Paid		
			<b>\$ -</b>		



By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812). Sign in BLUE INK only.

Preparer's Signature	Preparer's Telephone	Agency Director's Signature	Date
Print Preparer's Name	Preparer's Email	Print Agency Director's Name	
FOR STATE USE ONLY - APPROVED FOR PAYMENT			
15-53303-5510-741-01-10557L-15	Local Assistance	15-53300-5510-741-01-10572L-15	FMNP
Billing Code		Billing Code	15-53313-5510-741-01-10556L-14
	\$	Amount	BFPC
Date	Amount	Date	Amount
Contract Manager Signature	Date	LOU Chief Signature	Date

**Exhibit B, Attachment IV A1  
Invoice Sample**

Nevada County Public Health Department  
15-10096 A01  
California Department of Public Health  
Women, Infants and Children Division  
3901 Lennane Drive, Sacramento, CA 95834

**WIC PROGRAM INVOICE**  
Budget Period 10/01/15 - 09/30/16

**Contractor's Name:**  
**Contractor's Address:**

Sample Local Agency  
1234 WIC Road  
Sacramento, CA 958234

**Invoice Date:** #01  
**Invoice Number:** 15-12345  
**Contract Number:** 15-12345  
**Vendor Number:** 000001234-56  
**Billing Period:**

WIC SERVICES:		NSA (includes LVL - Unrestricted)				Remaining Budgeted Amount
Budget Line Items	Budgeted Amount	Year to Date Previously Invoiced	Amounts Requested	Year to Date Invoiced		
<b>PERSONNEL</b>						
Total Salaries & Wages	\$ -	\$ -	\$ -	\$ -		
Fringe Benefits	\$ -	\$ -	\$ -	\$ -		
<b>OPERATING EXPENSES</b>						
Minor Equipment	\$ -	\$ -	\$ -	\$ -		
General Office Expenses	\$ -	\$ -	\$ -	\$ -		
Training	\$ -	\$ -	\$ -	\$ -		
Travel	\$ -	\$ -	\$ -	\$ -		
Professional Certifications	\$ -	\$ -	\$ -	\$ -		
Outreach	\$ -	\$ -	\$ -	\$ -		
Media/Promotion	\$ -	\$ -	\$ -	\$ -		
Program Materials	\$ -	\$ -	\$ -	\$ -		
Vehicle Maintenance	\$ -	\$ -	\$ -	\$ -		
Audit	\$ -	\$ -	\$ -	\$ -		
Facility Costs	\$ -	\$ -	\$ -	\$ -		
<b>MAJOR EQUIPMENT</b>						
Telephone System	\$ -	\$ -	\$ -	\$ -		
Information Technology Equipment	\$ -	\$ -	\$ -	\$ -		
Vehicle(s)	\$ -	\$ -	\$ -	\$ -		
Photocopy Equipment	\$ -	\$ -	\$ -	\$ -		
<b>SUBCONTRACTS</b>						
<b>INDIRECT COSTS</b> (Maximum 13.8% of Total Personnel Costs)	\$ -	\$ -	\$ -	\$ -		
<b>TOTALS</b>	<b>\$ 240,000.00</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 240,000.00</b>