

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

641



**FROM:** Community Health Agency/ Department of Public Health

**SUBMITTAL DATE:**  
April 11, 2010

**SUBJECT:** Approval for the receipt of a Professional Development award from the Center for Injury Prevention Policy and Practice, California Kids' Plates program to the Riverside County Injury Prevention Program.

**RECOMMENDED MOTION:** That the Board of Supervisors:

- 1) Approve the Award granted from San Diego State University Research Foundation (SDSURF) on behalf of the Center for Injury Prevention Policy and Practice (CIPPP), Kids' Plates Program in the amount of One Thousand, Five Hundred (\$1,500).
- 2) Direct the Auditor Controller to make budget adjustment, as detailed in Schedule A.
- 3) Authorize the Chairperson of the Board to sign four (4) originals on behalf of the County.

**BACKGROUND:** Riverside County, Department of Public Health Injury Prevention Services has received a professional development grant from the CA Kids' Plate Program to send one (1) staff person to the 2010 Lifesavers Conference held on April 11-13, 2010 in Philadelphia, PA.

OB/ys

*Susan D. Harrington*  
\_\_\_\_\_  
Susan Harrington, Director  
Department of Public Health

|   |                               |         |                                  |                                     |
|---|-------------------------------|---------|----------------------------------|-------------------------------------|
| <b>FINANCIAL DATA</b>   | Current F.Y. Total Cost:      | \$ 1500 | In Current Year Budget:          | NO                                  |
|   | Current F.Y. Net County Cost: | \$ 0    | Budget Adjustment:               | YES                                 |
|   | Annual Net County Cost:       | \$ 0    | For Fiscal Year:                 | 09/10                               |
| <b>SOURCE OF FUNDS:</b> 100% Funded California Kids' Plate Program<br>Center for Injury Prevention and Policy |                               |         | Positions To Be Deleted Per A-30 | <input type="checkbox"/>            |
|   |                               |         | Requires 4/5 Vote                | <input checked="" type="checkbox"/> |

**C.E.O. RECOMMENDATION:**

APPROVE

BY: *Debra Cournoyer*  
Debra Cournoyer

**County Executive Office Signature**

FISCAL PROCEDURES APPROVED  
 ROBERT E. BYRD, AUDITOR-CONTROLLER  
 BY: *Samuel Wong* 4/14/10  
 SAMUEL WONG  
 Departmental Concurrence

FORM APPROVED COUNTY COUNSEL  
 BY: *Neal R. Kipnis* DATE: 4/14/10  
 NEAL R. KIPNIS

Dept't Recomm.:  Consent  Policy  
 Per Exec. Ofc.:  Consent  Policy

**Prev. Agn. Ref.:** | **District:** | **Agenda Number:**

ATTACHMENTS FILED  
WITH THE CLERK OF THE BOARD

3.21

**SCHEDULE A**

Community Health Agency  
Department of Public Health

**(EXTERNAL USE ONLY)**

Budget Adjustment  
Fiscal Year 2009/2010

INCREASE IN APPROPRIATIONS:

|                         |                              |        |
|-------------------------|------------------------------|--------|
| 10000 4200100000 528960 | Lodging                      | \$ 804 |
| 10000 4200100000 528900 | Air Transportation           | 300    |
| 10000 4200100000 528140 | Conference/Registration Fees | 275    |
| 10000 4200100000 528980 | Meals                        | 121    |

TOTAL INCREASE IN APPROPRIATIONS \$ 1,500

INCREASE IN ESTIMATED REVENUE:

|                         |                          |                 |
|-------------------------|--------------------------|-----------------|
| 10000 4200100000 781850 | Grants-Nongovtl Agencies | <u>\$ 1,500</u> |
|-------------------------|--------------------------|-----------------|



SAN DIEGO STATE  
UNIVERSITY

**Research Foundation**

December 22, 2009

Riverside County Department of Public Health Injury Prevention Services  
Attn: Michelle Anguiano  
3900 Sherman Drive, Suite 1E  
Riverside, CA 92503

RE: California Kids' Plates Program  
SDSU Research Foundation Fund No. 54938C P1356 213 ALP  
Mini Grant Agreement Number 09/10-Prof Dev-010, (#E0007204 7805-010)

Dear Ms. Anguiano:

On behalf of San Diego State University Research Foundation (SDSURF), I would like to congratulate you on being selected as a California Kids' Plates grantee for the 2009-2010 funding cycle!

This packet contains your grant agreement which describes the requirements and conditions of your grant. Please read it carefully. In particular, please make note of the grant conditions related to reporting and expenditure of grant funds:

- Item 3. Reporting Requirements – This section delineates specific requirements for technical reporting.
- Item 5. Expenditure of Funds – This section delineates specific requirements for invoicing. Please note that your final invoice and Contractor's Release form must be received no later than 30 days after completion of the professional development event.
- Item 28. Resolution – Documentation to satisfy the resolution clause must be returned to me with the partially-executed agreement.

Please obtain the appropriate signature of the individual who has been empowered to contractually bind your organization on two copies of the agreement. Return the two copies of the agreement to my attention at SDSU Research Foundation, 5250 Campanile Drive, San Diego, CA 92182-1934. Upon signature of an official duly authorized to bind SDSURF, one copy of the fully executed agreement will be returned for your files.

For programmatic issues, please contact Ms. Shanna Holland, Kids' Plates Program Coordinator, at (619) 594-5039. Please note that you must notify Ms. Holland if any of the following events occur:

- Any change in the program's address, phone, fax, email, Project Director, Project Contact, and/or Fiscal Contact;
- Any challenges you may encounter with carrying out your professional development opportunities.

Again, congratulations on your grant award. I wish you the best of success in your endeavors.

Sincerely,

  
Amy Pinon  
Administrator

Enclosures

cc: Shanna Holland

Sponsored Research Services  
Information · Development · Administration  
5250 Campanile Drive  
San Diego, CA 92182-1934  
Tel: 619-594-1900  
Fax: 619-582-9164  
www.foundation.sdsu.edu

FURTHERING THE EDUCATIONAL,  
RESEARCH AND COMMUNITY-SERVICE  
MISSION OF SAN DIEGO STATE UNIVERSITY

## CALIFORNIA KIDS' PLATES PROFESSIONAL DEVELOPMENT GRANT AGREEMENT

This Grant Agreement is between the Grantee identified below and San Diego State University Research Foundation (hereinafter referred to as the Grantor), a California nonprofit corporation. This grant is offered by the Grantor on behalf of the Center for Injury Prevention Policy and Practice (CIPPP), Kids' Plates Program for the purposes described below, and is subject to the Grantee's acceptance of the terms and conditions specified below. This Agreement supersedes all previous written, verbal, or implied contracts. This Agreement will be effective when signed by a properly authorized representative of the Grantee and received, approved and signed by San Diego State University Research Foundation.

### **GRANT SPECIFICATIONS:**

Grant Number: 09/10ProfDev-10

Amount: \$1,500.00

Grantee Name: Riverside County Department of Public Health Injury Prevention Services

Address: 3900 Sherman Dr. Suite 1E, Riverside, CA 92503

Phone Number: (951) 353-7980

Project Name (if different from Grantee name): N/A

Project Contact Name/Phone Number: Michelle Anguiano, (951)358-7180, [manguian@co.riverside.ca.us](mailto:manguian@co.riverside.ca.us)

Project Director Name/Phone Number: Olivia Ballesteros, (951)358-7181, [oballest@co.riverside.ca.us](mailto:oballest@co.riverside.ca.us)

Payee (Agency and contact name if different from Grantee name): N/A

Payee Address (if different from Grantee address): N/A

Grantor's Program Officer: David Lawrence, Director

Program Coordinator: Shanna Holland (619) 594-5039

Grantor's Fiscal Officer: Amy Pinion, SRA Administrator (619) 594-0410, [ampinion@foundation.sdsu.edu](mailto:ampinion@foundation.sdsu.edu)

Grant Period: October 21, 2009 through June 30, 2010

Summary Report and invoice due no later than thirty (30) days after completion of the event.

Payment Schedule: See paragraph 5, "Expenditure of Funds," under Grant Conditions.

### **GRANT CONDITIONS:**

1. **Independent Contractor:** Grantee, and the agents and employees of the Grantee, in the performance of this grant Agreement, shall act in an independent capacity and not as officers or employees or agents of the Grantor.
2. **Scope of Work:** The Grantee is required to use this grant to undertake, conduct and complete, in a satisfactory and competent manner, all of the work requirements and services described in the submitted proposal and in accordance with the approved project budget and budget justification. This is a travel award for professional development. Funds are restricted for use by the individual(s) identified in the approved proposal and can only be used for travel.
3. **Reporting Requirements:** A Professional Development Grant Summary Report (Exhibit B) is due no later than thirty (30) days after completion of the event.
4. **Grantee Required Participation:** The Grantee is required to meet all requirements detailed in the approved proposal (Exhibit A).
5. **Expenditure of Funds:**
  - a. This grant is to be used for activities as described and in accordance with the Grantee's budget and budget justification approved by the Grantor in the approved proposal (Exhibit A). Grantee must adhere to budget line items. No shifting of funds from one line item to another. Grantee is responsible for any line item expenditures that exceed approved proposal budget.
  - b. The Grantee is responsible for the proper expenditure of funds provided by the Grantor. Grantee shall be reimbursed for allowable costs up to a maximum of \$1,500.00. Payments to the Grantee shall be made upon receipt and approval by the Grantor of an itemized invoice on Grantee's letterhead following the format in Exhibit G.

- c. All invoices submitted must contain the following certification statement: "I certify that all expenditures reported (or payment requested) are for appropriate purposes and in accordance with the provisions of the Award." The Grantee's chief financial officer or designee must sign and date all invoices.
  - d. Only one invoice may be submitted per event. Submit invoices to CIPPP, California Kids' Plates Program, Attention: Shanna Holland, 6475 Alvarado Road, Suite 105, San Diego, CA, 92120.
  - e. No funds provided by the Grantor may be used for any political campaign or to support attempts to influence legislation by any government body, other than through making available the results of nonpartisan analysis, study and research.
  - f. Timely Submission of Final Invoice:
    - i. A final undisputed invoice shall be submitted for payment no more than thirty (30) calendar days following the completion of the professional development event, unless a later or alternate deadline is agreed to in writing by the program contract manager. Said invoice should be clearly marked "Final Invoice," thus indicating that all payment obligations of the Grantor under this agreement have ceased and that no further payments are due or outstanding.
    - ii. The Grantor may, at its discretion, choose not to honor any delinquent final invoice if the Grantee fails to obtain prior written Grantor approval of an alternate final invoice submission deadline. Written Grantor approval shall be sought from the program contract manager prior to the expiration or termination date of this agreement.
    - iii. 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 Grantor and certifying the approximate percentage amount, if any, of recycled products used in performance of this agreement.
  - g. Funds can only be used for items listed in the approved program budget. Funds cannot be used for any equipment.
  - h. Any revenues or profit generated via implementation of the project must be accounted for and used to support project activities as described in the Project Scope of Work. The project budget must reflect the use of such revenues.
6. **Budget Contingency Clause:** If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the Grantor shall have the option to either cancel this Agreement with no liability occurring to the Grantor, or offer an agreement amendment to the Grantee to reflect the reduced amount.
7. **Key Personnel:** Key personnel for this project shall include the Grantee's Project Director and Project Contact as well as the Grantor's Program Coordinator and Fiscal Officer (all noted under Grant Specifications). The Grantee shall provide written notification to the Grantor Program Coordinator of any replacements or substitutions of another individual as Project Director or Project Contact.
8. **Assignment:** This Agreement is not assignable by the Grantee, either in whole or in part, without the consent of the Grantor in the form of a formal written amendment.
9. **Tax Status:** This grant is based on representation that the Grantee is exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code, as amended. The Grantee shall give the Grantor immediate notice if there is any change or potential change in the Grantee's tax exempt status. (Public agencies and universities are exempt from this requirement).
10. **Performance Evaluation:** The Grantee's performance under this agreement shall be evaluated at the conclusion of the term of this agreement. The evaluation shall include, but not be limited to:
  - a. Whether the Grantee's work or services were completed as specified in the agreement and reasons for and amount of any cost overruns.
  - b. Whether the Grantee's work or services met the quality standards specified in the agreement.

- c. Whether the Grantee fulfilled all requirements of the agreement.
- d. Factors outside the control of the Grantee which caused difficulties in Grantee performance.  
Factors outside the control of the Grantee shall not include Grantee's poor performance.

- 11. Indemnification:** Grantee represents and warrants that it is informed and assumes all risk and holds the State of California, the Trustees of the CSU, San Diego State University, and the Grantor harmless from and against all risks associated with the performance of the services which are the subject of this agreement. The Grantee agrees to indemnify, defend and hold harmless the State of California, the Trustees of the CSU, San Diego State University, the Grantor, and their officers, agents, employees, and volunteers from any and all claims and losses accruing or resulting to any and all assistants, contractors, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work, services, materials or supplies in connection with the performance or non-performance of this agreement.
- 12. Disputes:** Grantee shall continue with the responsibilities under this Agreement during any dispute.
- 13. Limitation of Commitment:** Unless otherwise stated in writing by the Grantor, this grant is made with the understanding that the Grantor has no obligation to provide additional financial support.
- 14. Drug-Free Workplace Requirements:** Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
- a. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
  - b. Establish a Drug-Free Awareness Program to inform employees about:
    - i. The dangers of drug abuse in the workplace;
    - ii. The person's organization's policy of maintaining a drug-free workplace;
    - iii. Any available drug counseling, rehabilitation and employee assistance programs; and,
    - iv. Penalties that may be imposed upon employees for drug abuse violations.
  - c. Every employee who works on the proposed Agreement will:
    - i. Receive a copy of the company's drug-free workplace policy statement; and,
    - ii. Agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and the Grantee may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Grantee has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

- 15. Reimbursement for Travel:** Any reimbursement for necessary travel and per diem shall be at rates currently in effect, as established by the State of California, Department of Personnel Administration, for similar state employees. No travel outside the California shall be reimbursed unless prior written permission is granted by the Grantor for out of state travel. See the attached Exhibit F entitled, "Travel Reimbursement Information," for specific details.
- 16. Record Retention/Audits or Inspection of Records:** Grantee agrees that the Grantor, the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The Grantee agrees to maintain such records for possible audit until December 31, 2013, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the Grantor and the State to audit records and

interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

It is understood and agreed, that in the event the Grantor is subject to an audit conducted by the California Department of Public Health (DPH), the Department of General Services, the State of California Bureau of State Audits or any of its duly authorized representatives, including the Comptroller General of the United States or their designated representatives that results in the identification of unallowable costs associated with this agreement, Grantee shall promptly issue a refund to the Grantor for eventual repayment to DPH, the Department of General Services, the State of California Bureau of State Audits or any of its duly authorized representatives, including the Comptroller General of the United States or their designated representatives.

**17. Expense Allowability/Fiscal Documentation:**

- a. Invoices, received from a Grantee and accepted and/or submitted for payment by the Grantor, shall not be deemed evidence of allowable agreement costs.
- b. Grantee shall maintain for review and audit and supply to the Grantor upon request, adequate documentation of all expenses claimed pursuant to this agreement to permit a determination of expense allowability.
- c. If the allowability or appropriateness of an expense cannot be determined by the Grantor because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed and payment may be withheld by the Grantor. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.
- d. If travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. For more information on allowable travel and per diem expenses and required documentation, see Exhibit F entitled, "Travel Reimbursement Information."
- e. Costs and/or expenses deemed unallowable are subject to recovery by the Grantor. See paragraph 19 entitled, "Recovery of Overpayments," for more information.

**18. Recovery of Overpayments:**

- a. Grantee agrees that claims based upon a contractual agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by the Grantor by one of the following options:
  - i. Grantee's remittance to the Grantor of the full amount of the audit exception within 30 days following the Grantor's request for repayment;
  - ii. A repayment schedule which is agreeable to both the Grantor and the Grantee.
- b. The Grantor reserves the right to select which option will be employed and the Grantee will be notified by the Grantor in writing of the claim procedure to be utilized.
- c. Interest on the unpaid balance of the audit finding or debt will accrue at a rate equal to the monthly average of the rate received on investments in the Pooled Money Investment Fund commencing on the date that an audit or examination finding is mailed to the Grantee, beginning 30 days after Grantee's receipt of the Grantor's demand for repayment.
- d. If the Grantee has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached. If the Grantee loses the final administrative appeal, Grantee shall repay, to the Grantor, the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the Grantee's first receipt of the Grantor's notice requesting reimbursement of questioned audit costs or disallowed expenses.

**19. Americans with Disabilities Act:** Grantee assures the Grantor that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

**20. Non-Discrimination Clause:** During the performance of this Agreement, the Grantee and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment 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. Grantee and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Grantee 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 Agreement.

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

- 21. National Labor Relations Board Certification:** Grantee certifies that no more than one (1) final unacceptable finding of contempt of court by a Federal court has been issued against Grantee within the immediately preceding two-year period because of the Grantee's failure to comply with an order of a Federal court, which orders the Grantee to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities).
- 22. Labor Code/Workers' Compensation:** Grantee needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Grantee affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
- 23. Conflict of Interest:** Grantee needs to be aware of the following provisions regarding current or former state employees. If the Grantee has any questions on the status of any person rendering services or involved with the Agreement, the Grantor must be contacted immediately for clarification.
- Current State Employees (Pub. Contract Code §10410):
- a. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
  - b. No officer or employees shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.
- Former State Employees (Pub. Contract Code §10411):
- c. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
  - d. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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

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



- 24. Expatriate Corporations:** Grantee hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.
- 25. Sweatfree Code of Conduct:** All Grantees contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Grantee further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.
- The Grantee agrees to cooperate fully in providing reasonable access to the Grantee's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the Grantee's compliance with the requirements under paragraph (a).
- 26. Recycling Certification:** The Grantee shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
- 27. Air or Water Pollution Violation:** Under the State laws, the Grantee shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation or provisions of federal law relating to air or water pollution.
- 28. Resolution:** A county, city district, or other local public body must provide the Grantor with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
- 29. Statement of Compliance:** Grantee has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities).
- 30. Unenforceable Provision:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
- 31. Termination:** Grantee shall use its best efforts to provide the services herein contained at the time and in the manner herein provided. This Agreement may be terminated by the Grantor or by the Grantee at any time upon the giving of thirty (30) days prior written notice to the other party. Said notice shall be given to the person executing this Agreement. In the event of termination, the Grantee shall be entitled to payment for acceptable and allowable work performed under this grant, and for all uncancellable

obligations made in connection with such work, through the date of termination. Any prepaid but unearned funds shall be promptly returned to the Grantor.

The Grantor may terminate this Agreement and be relieved of any payments should the Grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the Grantor may proceed with the work in any manner deemed proper by the Grantor. All costs to the Grantor shall be deducted from any sum due the Grantee under this Agreement and the balance, if any, shall be paid to the Grantee upon demand.

Early termination of this Grant does not release Grantee from compliance with appropriate provisions of this Agreement, that is, paragraph 17, "Records Retention and Audit."

It is understood and agreed, however, that in the event Grantee is in default upon any of its obligations hereunder at the time of termination, the Grantor shall be entitled to pursue any rights or remedies which the Grantor may have against the Grantee by reason of such default, and the Grantor may withhold any payments to the Grantee for the purpose of set-off until such time as the exact amount of damages may be determined.

**32. Amendment:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

**33. Approval:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Grantee may not commence performance until such approval has been obtained.

**34. Exhibits:**

- Exhibit A – Approved Proposal and Budget
- Exhibit B – Professional Development Grant Summary Report
- Exhibit C – Special Terms and Conditions
- Exhibit D – Additional Provisions
- Exhibit E – Contractor's Release
- Exhibit F – Travel Reimbursement Information
- Exhibit G – Sample Invoice

**IN WITNESS WHEREOF**, the Grantee's authorized representative has executed this agreement on the date set forth below.

**San Diego State University Research Foundation**

**Grantee Acceptance**

By \_\_\_\_\_  
Michèle G. Goetz  
Associate Executive Director  
Sponsored Research Services

By \_\_\_\_\_  
(Signature of Authorized Representative)

Title \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

FORM APPROVED COUNTY COUNSEL  
 BY: NEAL R. KIPNIS DATE 4/14/10

## Approved Proposal and Budget

Type of organization applying: (Check one with "X").

- Public agency
- School or university
- Private, non-profit organization with tax exemption status under 501(c)(3) of the US Internal Revenue Code.  
(If you have not been funded by Kids' Plates within the last fiscal year, you must submit verifying IRS documentation with your application... via email).

## Membership

- Check here to verify that you have become a member of the *new* California Injury Prevention Network prior to submitting your funding request. To join, visit [www.injurypreventionnetwork.org](http://www.injurypreventionnetwork.org). Please list the name that the membership was created under: Riverside County Dept. of Public Health, Injury Prevention Service.  
*Membership will be verified.*

Does this organization currently have an OTS grant? (check one only)

- Yes  No

Are the funds that are being requested through this Kids' Plates grant for an OTS-related conference? (check one only)

- Yes  No

Is the event for which this funding is being requested, a mandatory/required event for the requesting organization? (check one only).

- Yes  No

*If "yes", stop. You may not request funds for a mandatory event required by your organization or by other funders.*

**Help us understand your professional growth and development needs by responding in a brief, but detailed manner to the questions in the form below. Please answer each question thoroughly. Remember, this is a competitive grant and funds are very limited.**

## I) Injury Prevention Efforts

What unintentional childhood injury prevention efforts is your program currently involved in? *Please be specific.* Program services are available Countywide and include; child passenger safety, bicycle and pedestrian safety, teen impaired driving, drowning prevention, teen suicide prevention, and home safety education.

## II) Event

## 1. Event to Attend

- a) What event do you propose to send staff to (be specific)? (*You MUST also submit, electronically, written information about the event, such as a flyer or electronic brochure with your request, or it will not be considered for funding.*) Lifesavers 2010 National Conference on Highway Safety Priorities
- b) When and where will this event occur? April 10-13, 2010 in Philadelphia, Pennsylvania
- c) How many days is this event? 4 days
- d) Is this event being held outside of California? (check one only):  Yes  No
- e) Is the event information submitted with application? (check one only):  Yes  No

## 2. Attendance

Who will attend this event? Up to 2 people may attend this event. (*Include each person's name, title, email, and phone information.*)

Staff 1) Name: Michelle Anguiano, Title: Health Education Assistant II, Phone: 951-358-7180, Email: manguian@co.riverside.ca.us

### 3. Staff Roles

What role does each of the above staff members play in the unintentional childhood injury prevention efforts of your organization?

Staff 1) Michelle Anguiano is the only certified child passenger safety instructor in the department, and has trained other collaborative partners to be active trained members of the child passenger safety field. She educates professionals in the field on transportational needs for children with disabilities. Michelle coordinates car seat check up events, and fitting stations with collaborative partners throughout Riverside County. She also educates the public on child passenger safety, and coordinates the low cost car seat program. She is responsible for updating program curriculum for both the low cost car seat program and violators program/Vehicle Occupant Diversion Program (VODP).

### 4. Learning Objectives

Identify three key learning objectives that staff members will achieve by attending the event?

- 1) Staff will strengthen individual knowledge and skills to provide new updated information through program services to encourage behavior change to staff and clients.
- 2) Staff will network with professionals to identify new and improved program ideas to promote community education and awareness.
- 3) Staff will be informed on new legislation and resources to promote education and outreach related to unintentional injury.

### 5. Professional Growth and Development

How will attending this event enhance:

- a) The professional growth and development of each staff member who attends the event?

Staff 1) The Lifesavers conference will provide Michelle Anguiano with exposure to a professionals forum in which traffic safety professionals can gain insight on future trends in traffic safety issues on a national level, and learn about strategies used elsewhere to combat unintentional injuries.

- b) The unintentional injury prevention efforts of your organization? In 1994, the Riverside County Department of Public Health established an injury prevention program. Services are available Countywide and include; child passenger safety, home safety, bicycle and pedestrian safety, drowning prevention, and teen DUI education programs. Our mission is to reduce the severity of injuries, disability and death due to unintentional injuries to residents in Riverside County.

### 6. Sharing of Information

Explain how the attendee/s will share the information gained from the agency/organization or constituency. (For instance: Prepare a brief summary of key components of conference and present at monthly staff meeting; OR Utilize new knowledge and skills to provide 2 hour in-service training to Promotoras on effective new home injury prevention efforts). *Please be specific.* The attendee will present the information gained with program staff at monthly staff meetings, and will update program materials used to promote community education and awareness.

### III. Budget for Event

Submit a budget that includes all requested expenses. Your funding request may not exceed a combined total of \$1,500.00.

Break out expenses for each person attending the event with these funds (be specific and itemize the costs using the line items listed below). Do not exceed the rates itemized in the CDPH Travel Reimbursement Information form (located at the end of this document). Provide a brief explanation for each budget line.

**The only allowable items in the budget are:**

- Event registration fee;
- Lodging (see CDPH Travel Reimbursement Information form's lodging rates by county). Lodging costs outside of California are not bound by the state rates but will instead, be evaluated by what is reasonable for the city where the lodging will take place.
- Airfare, trainfare, or mileage to and from the event (see Travel Reimbursement Information form for mileage rate);
- Shuttle and/or cab fare to and from the airport or train station to the hotel;
- Parking at the hotel; and
- Any allowable meals that are not included as a part of the event registration fee. All meals are still bound by the state rates. See CDPH Travel Reimbursement Information form for meal rates, times of travel for allowable meals, and rules for incidentals (incidentals allowable only after first 24 hours of travel). Check the event agenda for meals provided and DO NOT include those in the budget.

*Rental cars costs are NOT allowed in the budget.*

Be sure your budget is as accurate as possible. No shifting of funds is allowed between budget lines. Expenditures that exceed a specific budget line will only be reimbursed for the line amount listed in the budget.

**Budget for Event:** The budget should only include the costs being requested from this funding source. Do not include any other costs.

Identify which meals are included in the event registration costs?

# Breakfasts= 0, # Lunches= 3, # Dinners= 0. *Do not include these meals in your budget.*

| Budget: Itemize (i.e. airfare, mileage, lodging, etc.) | Cost requested for Staff 1 (name)<br>Michelle will also be attending the pre conference CPS workshop on sat April 10, 2009, and will travel on Friday | Cost requested for Staff 2 (name) | Total requested (from this funding source <u>only</u> ) | Budget Explanation (# of nights x cost per night; # of miles x cost per mile, etc.) |
|--|---|-----------------------------------|---|---|
| Lodging  | \$189.00/night + tax  |                                   | \$ 804.00   | 4 x \$201/per day=\$804.00  |
| Airfare  | \$300.00  |                                   | 300.00  | Airfare   |
| Conference Registration                                | \$275.00  |                                   | 275.00  | based on early bird registration fees   |
| Meals  |   |                                   |   |   |
| Breakfast  | 29.00   |                                   | 29.00   | Breakfast x 5 days  |
| Lunch  | 20.00   |                                   | 20.00   | \$10x2=20 (incl travel day)   |
| Dinner   | 72.00   |                                   | 72.00   | \$18x4=72 (incl travel day)   |
| <b>Total</b>   |   |                                   | <b>1500.00</b>  |   |

**Total Amount Requested in Budget: \$1500.00.** Please check to be sure that your calculations are accurate.

**REQUEST FOR FUNDS MAY NOT EXCEED A GRAND TOTAL OF \$1,500.**

**09/10 Professional Development Grant:  
Summary Report**

**Submit one report for each event attended.**

Please submit, along with the invoice, the original and one copy of the final summary report 30 days after the completion of the professional development event. Send to: Attention: Shanna Holland, CIPPP, Kids' Plates, 6475 Alvarado Road, Suite 105, San Diego CA 92120.

**Instructions:** Please answer the following. Type directly into the grayed areas.

Name of Agency Funded:

**EVENT 1:**

Name of event attended:

Date/s of event attended:

Name of attendee/s funded by the Kids' Plates program: 1) \_\_\_\_\_ ; 2) \_\_\_\_\_

How did this event contribute to the knowledge/skills development of:

Attendee 1: \_\_\_\_\_ ;

Attendee 2: \_\_\_\_\_ .

Or

No attendee 2.

How was the new knowledge/skills shared within the organization?

How will the new knowledge/skills be used for the target population served?

I certify that all elements reported are true and in accordance with the provisions of the agreement.

Authorized Agency Officer Name:

Authorized Agency Officer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Special Terms and Conditions**

Provisions 3, 4, 13, 16, and 19 do not apply to this agreement.

## Special Terms and Conditions

*(Applicable to consultant and personal service contracts)*

The use of headings of titles throughout this exhibit is for convenience only and shall not be used to interpret or govern the meaning of any specific term or condition.

This exhibit contains provisions that require strict adherence to various contracting laws and policies. Some provisions herein are conditional and only apply if specified conditions exist (i.e., agreement total exceeds a certain amount; agreement is federally funded, etc.). The provisions herein apply to this agreement unless the provisions are removed by reference on the face of the agreement, the provisions are superseded by an alternate provision appearing elsewhere in the agreement, or the applicable conditions do not exist.

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## 1. Travel and Per Diem Reimbursement

(Applicable if travel and/or per diem expenses are reimbursed with contract funds.)

Reimbursement for travel and per diem expenses from the California Department of Health Services (CDHS) under this agreement shall, unless otherwise specified in this agreement, be at the rates currently in effect, as established by the California Department of Personnel Administration (DPA), for nonrepresented state employees as stipulated in CDHS' Travel Reimbursement Information Exhibit. If the DPA rates change during the term of the agreement, the new rates shall apply upon their effective date and no amendment to this agreement shall be necessary. Exceptions to DPA rates may be approved by CDHS upon the submission of a statement by the Contractor indicating that such rates are not available to the Contractor. No travel outside the State of California shall be reimbursed without prior authorization from CDHS. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

## 2. Site Inspection

The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Contractor or Subcontractor, the Contractor shall provide and shall require Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

## 3. Intellectual Property Rights

### a. Ownership

- (1) Except where CDHS has agreed in a signed writing to accept a license, CDHS shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or CDHS and which result directly or indirectly from this agreement.
- (2) For the purposes of this agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.
  - (a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.
- (3) In the performance of this agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this agreement. In addition, under this agreement, Contractor may access and utilize certain of CDHS' Intellectual Property in existence prior to the effective date of this agreement. Except as otherwise set forth herein, Contractor shall not use any of CDHS' Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of CDHS. **Except as otherwise set forth herein, neither the Contractor nor CDHS shall give any ownership interest in or rights to its Intellectual Property to the other**

**Party.** If during the term of this agreement, Contractor accesses any third-party Intellectual Property that is licensed to CDHS, Contractor agrees to abide by all license and confidentiality restrictions applicable to CDHS in the third-party's license agreement.

- (4) Contractor agrees to cooperate with CDHS in establishing or maintaining CDHS' exclusive rights in the Intellectual Property, and in assuring CDHS' sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this agreement, Contractor shall require the terms of the agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to CDHS all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or CDHS and which result directly or indirectly from this agreement or any subcontract.
- (5) Contractor further agrees to assist and cooperate with CDHS in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce CDHS' Intellectual Property rights and interests.

**b. Retained Rights / License Rights**

- (1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDHS and which result directly or indirectly from this agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this agreement. Contractor hereby grants to CDHS, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.
- (2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of CDHS or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

**c. Copyright**

- (1) Contractor agrees that for purposes of copyright law, all works [as defined in Section a, subparagraph (2)(a)] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to CDHS to any work product made, conceived, derived from, or reduced to practice by Contractor or CDHS and which result directly or indirectly from this agreement.
- (2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDHS and which result directly or indirectly from this agreement, shall include CDHS' notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2006, etc.], California Department of Health Services. This material may not be reproduced or disseminated without prior written permission from the California Department of Health Services." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

**d. Patent Rights**

With respect to inventions made by Contractor in the performance of this agreement, which did not result from research and development specifically included in the agreement's scope of work, Contractor hereby grants to CDHS a license as described under Paragraph b of this provision for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the agreement's scope of work, then Contractor agrees to assign to CDHS, without additional compensation, all its right, title and interest in and to such inventions and to assist CDHS in securing United States and foreign patents with respect thereto.

**e. Third-Party Intellectual Property**

Except as provided herein, Contractor agrees that its performance of this agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining CDHS' prior written approval; and (ii) granting to or obtaining for CDHS, without additional compensation, a license, as described in Paragraph b of this provision, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this agreement. If such a license upon the these terms is unattainable, and CDHS determines that the Intellectual Property should be included in or is required for Contractor's performance of this agreement, Contractor shall obtain a license under terms acceptable to CDHS.

**f. Warranties****(1) Contractor represents and warrants that:**

- (a) It is free to enter into and fully perform this agreement.
- (b) It has secured and will secure all rights and licenses necessary for its performance of this agreement.
- (c) Neither Contractor's performance of this agreement, nor the exercise by either Party of the rights granted in this agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDHS and which result directly or indirectly from this agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.
- (d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
- (e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.
- (f) It 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 CDHS in this agreement.
- (g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
- (h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this agreement.

- (2) CDHS MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

**g. Intellectual Property Indemnity**

- (1) Contractor shall indemnify, defend and hold harmless CDHS and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of CDHS' use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDHS and which result directly or indirectly from this agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this agreement. CDHS reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against CDHS.
- (2) Should any Intellectual Property licensed by the Contractor to CDHS under this agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve CDHS' right to use the licensed Intellectual Property in accordance with this agreement at no expense to CDHS. CDHS shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for CDHS to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, CDHS shall be entitled to a refund of all monies paid under this agreement, without restriction or limitation of any other rights and remedies available at law or in equity.
- (3) Contractor agrees that damages alone would be inadequate to compensate CDHS for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges CDHS would suffer irreparable harm in the event of such breach and agrees CDHS shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

**h. Federal Funding**

In any agreement funded in whole or in part by the federal government, CDHS may acquire and maintain the Intellectual Property rights, title, and ownership, which results directly or indirectly from the agreement; except as provided in 37 Code of Federal Regulations part 401.14; however, the federal government shall have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

**i. Survival**

The provisions set forth herein shall survive any termination or expiration of this agreement or any project schedule.

**4. Use of Disabled Veteran Business Enterprises (DVBE)**

(Applicable to agreements valued at \$10,000 or more in which the agreement requires actual DVBE participation. Not applicable to agreements and amendments administratively exempted from DVBE requirements by CDHS.)

- a. The State Legislature has declared that a fair portion of the total purchases and contracts or subcontracts for property and services for the State be placed with disabled veteran business enterprises.
- b. All DVBE participation attachments, however labeled, completed as a condition of bidding, contracting, or amending a subject agreement, are incorporated herein and made a part of this agreement by this reference.
- c. Contractor agrees to use the proposed DVBEs, as identified in previously submitted DVBE participation attachments, unless the Contractor submits a written request for substitution of a like or alternate subcontractor. All requests for substitution must be approved by CDHS, in writing, prior to using a substituted subcontractor.
- d. Requests for substitution must be approved by the program funding this agreement and must include:
  - (1) A written explanation of the reason for the substitution.
  - (2) A written description of the business enterprise that will be substituted, including its DVBE certification status.
  - (3) If applicable, the reason a non-DVBE subcontractor is proposed for use.
  - (4) A written description of the work to be performed by the substituted subcontractor and an identification of the percentage share/dollar amount of the overall contract that the substituted subcontractor will perform.
- e. If requested by CDHS, Contractor agrees to provide verification, in a form agreed to by CDHS, that DVBE subcontractor participation under this agreement is in compliance with the goals specified at the time of contract award or in an applicable amendment.

**5. Confidentiality of Information**

- a. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this agreement or persons whose names or identifying information become available or are disclosed to the Contractor, his/her employees, agents, or subcontractors as a result of services performed under this agreement, except for statistical information not identifying any such person.
- b. The Contractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this agreement.
- c. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDHS program contract manager all requests for disclosure of such identifying information not emanating from the client or person.
- d. The Contractor shall not disclose, except as otherwise specifically permitted by this agreement or authorized by the client, any such identifying information to anyone other than CDHS without prior written authorization from the CDHS program contract manager, except if disclosure is required by State or Federal law.
- e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

**6. Documents, Publications and Written Reports**

(Applicable to agreements over \$5,000 under which publications, written reports, and documents are developed or produced. Government Code Section 7550.)

Any document, publication or written report (excluding progress reports, financial reports and normal contract communications) prepared as a requirement of this agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds \$5,000.

**7. Subcontract Requirements**

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

a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing \$5,000 or more. Except as indicated in paragraph a(3) herein, when securing subcontracts for services exceeding \$5,000, the Contractor shall obtain at least three bids or justify a sole source award.

(1) The Contractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.

(2) The State may identify the information needed to fulfill this requirement.

(3) Subcontracts performed by the entities or for the service types listed below are exempt from the bidding and sole source justification requirements:

(a) A local governmental entity or the federal government,

(b) A State college or university from any State,

(c) A Joint Powers Authority,

(d) An auxiliary organization of a California State University or a California Community college,

(e) A foundation organized to support the Board of Governors of the California Community Colleges,

(f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,

(g) Entities of any type that will provide subvention aid or direct services to the public,

(h) Entities and/or service types identified as exempt from advertising in State Administrative Manual Section 1233 subsection 3. View this publication at the following Internet address: <http://sam.dgs.ca.gov>.

(i) Entities whose name and budgeted costs have been submitted to CDHS in response to a competitive Invitation for Bid or Request for Proposal.

**b. Agreements with governmental or public entities and their auxiliaries, or a Joint Powers Authority**

(1) If the total amount of all subcontracts exceeds twenty-five percent (25%) of the total agreement amount or \$50,000, whichever is less and each subcontract is not with an entity or of a service type described in paragraph a(3) herein, CDHS shall:

(a) Obtain approval from the Department of General Services to use said subcontracts, or

- (b) If applicable, obtain a certification from the prime Contractor indicating that each subcontractor was selected pursuant to a competitive bidding process requiring at least three bids from responsible bidders, or
  - (c) Obtain approval from the Secretary of the California Health and Human Services Agency to use said subcontracts.
- (2) When the conditions of b(1) apply, each subcontract that is not with a type of entity or of a service type described in paragraph a(3) herein, shall not commence work before CDHS has obtained applicable prior approval to use said subcontractor. CDHS shall inform the Contractor when CDHS has obtained appropriate approval to use said subcontractors.
- c. CDHS reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this agreement.
    - (1) Upon receipt of a written notice from CDHS requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by CDHS.
  - d. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of \$5,000 or more are subject to the prior review and written approval of CDHS. CDHS may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by CDHS.
  - e. Contractor shall maintain a copy of each subcontract entered into in support of this agreement and shall, upon request by CDHS, make copies available for approval, inspection, or audit.
  - f. CDHS assumes no responsibility for the payment of subcontractors used in the performance of the agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this agreement.
  - g. The Contractor is responsible for all performance requirements under this agreement even though performance may be carried out through a subcontract.
  - h. When entering into a consulting service agreement with CDHS, the Contractor may be required to supply budget detail for each subcontractor and/or each major subcontracted activity under this agreement.
    - (1) Budget detail format and submission requirements will be determined by CDHS.
    - (2) Methods of including budget detail in this agreement, if applicable, will be determined by CDHS.
    - (3) Any subcontractor budget detail displayed in this agreement, or incorporated by reference, is included for information purposes only. Changes to a subcontractor's identity or budget detail shall not require the processing of a formal amendment to this agreement.
  - i. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this agreement.
  - j. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

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

- i. 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, 11, 17, 18, and 19.

**8. Dispute Resolution Process**

A Contractor grievance exists whenever there is a dispute arising from CDHS' action in the administration of an agreement. If there is a dispute or grievance between the Contractor and CDHS, the Contractor must seek resolution using the procedure outlined below.

- a. The Contractor should first informally discuss the problem with the CDHS program contract manager. If the problem cannot be resolved informally, the Contractor must direct the grievance together with any evidence, in writing, to the program Branch Chief. The grievance must state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief must render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefor. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.
- b. When appealing to the second level the Contractor must prepare an appeal indicating the reasons for disagreement with the Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal. The decision rendered by the Deputy Director or his/her designee shall be the final administrative determination of the Department.
- c. Unless otherwise stipulated in writing by CDHS, all dispute, grievance and/or appeal correspondence shall be directed to the CDHS program contract manager.
- d. There are organizational differences within CDHS' funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the CDHS program contract manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

**9. Performance Evaluation**

(Applicable only to consultant service agreements.)

- a. The Contractor's performance under this agreement shall be evaluated at the conclusion of the term of this agreement. The evaluation shall include, but not be limited to:
  - (1) Whether the contracted work or services were completed as specified in the agreement and reasons for and amount of any cost overruns.
  - (2) Whether the contracted work or services met the quality standards specified in the agreement.
  - (3) Whether the Contractor fulfilled all requirements of the agreement.
  - (4) Factors outside the control of the Contractor, which caused difficulties in contractor performance. Factors outside the control of the Contractor shall not include a Subcontractor's poor performance.
- b. The evaluation of the Contractor shall not be a public record.

**10. Progress Reports or Meetings**

(Applicable only to consultant service agreements.)



- a. Contractor shall submit progress reports or attend meetings with state personnel at intervals determined by CDHS to determine if the Contractor is on the right track, whether the project is on schedule, provide communication of interim findings, and afford occasions for airing difficulties or special problems encountered so that remedies can be developed quickly.
- b. At the conclusion of this agreement and if applicable, Contractor shall hold a final meeting at which Contractor shall present any findings, conclusions, and recommendations. If required by this agreement, Contractor shall submit a comprehensive final report.

**11. Progress Payment Withholds**

- a. Progress payments may not be made more frequently than monthly in arrears for work performed and costs incurred in the performance of the agreement. In the aggregate, progress payments may not exceed 90 percent of the total agreement amount, regardless of agreement length.
- b. Ten percent (10%) may be withheld by CDHS from each invoice submitted for reimbursement, under the following conditions:
  - (1) For services and costs associated with contractor and/or subcontractor performance that is considered to be of an ongoing nature or performed continuously throughout the term of the agreement.
  - (2) For individual services associated with a specific agreement deliverable that has not yet been received or completed in its entirety.
  - (3) For individual and/or distinct tasks, work plans, or project activities that have not yet been completed in their entirety.

**c. Release of Amounts Withheld**

As individual and/or distinct tasks, services, work plans, or project activities are completed in their entirety by either the Contractor or Subcontractor and any scheduled/required deliverables or reports are delivered to CDHS; then any funds so withheld may be released to the Contractor upon acceptance and/or acknowledgement that all such items have been completed to the full satisfaction of CDHS.

**d. Payment Requests Excluded from the 10 Percent (10%) Withhold**

Ten percent (10%) payment withholds shall not be applied to reimbursements or periodic payment requests for direct costs associated with equipment purchases, media buys, operating expense items, and other procurements not directly associated with the Contractor's personal performance.

**12. Novation Requirements**

If the Contractor proposes any novation agreement, CDHS shall act upon the proposal within 60 days after receipt of the written proposal. CDHS 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 of the proposal may be made orally within the 60-day period and confirmed in writing within five days of said decision. Upon written acceptance of the proposal, CDHS will initiate an amendment to this agreement to formally implement the approved proposal.

**13. Legal Services Contract Requirements**

(Applicable only to agreements involving the performance of legal services.)

The Contractor shall:

- a. Adhere to legal cost and billing guidelines designated by CDHS.
- b. Adhere to litigation plans designated by CDHS.
- c. Adhere to case phasing of activities designated by CDHS.

- d. Submit and adhere to legal budgets as designated by CDHS.
- e. Maintain legal malpractice insurance in an amount not less than the amount designated by CDHS. Said amount shall be indicated in a separate letter to the Contractor.
- f. Submit to legal bill audits and law firm audits if requested by CDHS. Such audits may be conducted by State employees or its designees or by any legal cost control providers retained by CDHS for such purpose.

**14. Four-Digit Date Compliance**

(Applicable to agreements in which Information Technology (IT) services are provided to CDHS or if IT equipment is procured.)

Contractor warrants that it will provide only Four-Digit Date Compliant. Deliverables and/or services to the State. "Four Digit Date compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

**15. Prohibited Use of State Funds for Software**

(Applicable to agreements in which computer software is used in performance of the work.)

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

**16. Insurance Requirements**

[Applicable to agreements involving the performance of hazardous activities (i.e., transportation of persons or State property, handling of toxic or hazardous substances, elevator maintenance, facility repair, and other agreements when stipulated by CDHS, etc.)]

Contractor shall comply with the following insurance requirements:

**a. Commercial General Liability**

The Contractor must furnish to CDHS a certificate of insurance stating that commercial general liability insurance of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined is presently in effect for the Contractor. The commercial general liability insurance policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured agreement.

The commercial general liability insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability. Paragraphs 16c, 16d, 16e, and 16f also apply to Commercial General Liability insurance.

**b. Pollution Liability**

(Applicable only when services involve the handling of toxic or hazardous substances.)

Contractor shall maintain Pollution Liability insurance covering the Contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred, all arising out of the work or services performed under this agreement. Coverage shall be provided for both work performed on-site, as well as during the transport of hazardous materials. Limits of not less than \$1,000,000 shall be provided. Paragraphs 16c, 16d, 16e, and 16f also apply to Pollution Liability insurance.

## Exhibit C

- c. The certificate of insurance must be issued by an insurance company acceptable to the Department of General Services (DGS) Office of Risk and Insurance Management or be provided through partial or total self-insurance acceptable to DGS.
- d. The certificate of insurance must include the following provisions:
  - (1) The insurer will not cancel the insured's coverage without giving 30 days prior written notice to the California Department of Health Services, and
  - (2) The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State of California under this agreement.
- e. The Contractor agrees that the insurance required herein will remain in effect at all times during the term of this agreement. In the event said insurance coverage expires at any time or times during the term of this agreement, the Contractor agrees to provide, at least 30 calendar days before said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of this agreement or for a period of not less than one year. New certificates of insurance are subject to the approval of DGS, and the Contractor agrees that no work or services shall be performed prior to such approval. CDHS may, in addition to any other remedies it may have, terminate this agreement on the occurrence of such event.
- f. CDHS will not be responsible for any premiums, deductibles, or assessments on any insurance policy.

## 17. Procurement Rules

(Applicable to all agreements in which equipment, miscellaneous property, commodities and/or supplies are furnished by CDHS or expenses for said items are reimbursed with agreement funds.)

## a. Equipment definitions

Wherever the term equipment and/or miscellaneous property are used, the following definitions shall apply:

- (1) **Major equipment:** A tangible or intangible item having a base unit cost of \$5,000 or more with a life expectancy of one (1) year or more and is either furnished by CDHS or the cost is reimbursed through this agreement. Software and videos are examples of intangible items that meet this definition.
  - (2) **Minor equipment:** A tangible item having a base unit cost of less than \$5,000 with a life expectancy of one (1) year or more that is listed on the CDHS Asset Management Unit's Minor Equipment List and is either furnished by CDHS or the cost is reimbursed through this agreement. Contractors may obtain a copy of the Minor Equipment List by making a request through the CDHS program contract manager.
  - (3) **Miscellaneous property:** A specific tangible item with a life expectancy of one (1) year or more that is either furnished by CDHS or the cost is reimbursed through this agreement. Examples include, but are not limited to: furniture (excluding modular furniture), cabinets, typewriters, desktop calculators, portable dictators, non-digital cameras, etc.
- b. **Government and public entities** (including state colleges/universities and auxiliary organizations), whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this agreement. Said procurements are subject to Paragraphs d through h of Provision 17. Paragraph c of Provision 17 shall also apply, if equipment purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.
  - c. **Nonprofit organizations and commercial businesses**, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment and services related to such purchases for performance under this agreement.
    - (1) Equipment purchases shall not exceed \$50,000 annually.

## Exhibit C

To secure equipment above the annual maximum limit of \$50,000, the Contractor shall make arrangements through the appropriate CDHS program contract manager, to have all remaining equipment purchased through CDHS' Purchasing Unit. The cost of equipment purchased by or through CDHS shall be deducted from the funds available in this agreement. Contractor shall submit to the CDHS program contract manager a list of equipment specifications for those items that the State must procure. The State may pay the vendor directly for such arranged equipment purchases and title to the equipment will remain with CDHS. The equipment will be delivered to the Contractor's address, as stated on the face of the agreement, unless the Contractor notifies the CDHS program contract manager, in writing, of an alternate delivery address.

- (2) All equipment purchases are subject to Paragraphs d through h of Provision 17. Paragraph b of Provision 17 shall also apply, if equipment purchases are delegated to subcontractors that are either a government or public entity.
- (3) Nonprofit organizations and commercial businesses, shall use a procurement system that meets the following standards:
  - (a) 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.
  - (b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.
  - (c) Procurements shall be conducted in a manner that provides for all of the following:
    - [1] Avoid purchasing unnecessary or duplicate items.
    - [2] Equipment solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.
    - [3] Take positive steps to utilize small and veteran owned businesses.
- d. Unless waived or otherwise stipulated in writing by CDHS, prior written authorization from the appropriate CDHS program contract manager will be required before the Contractor will be reimbursed for any purchase of \$5,000 or more for commodities, supplies, equipment, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by CDHS, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.
- e. In special circumstances, determined by CDHS (e.g., when CDHS has a need to monitor certain purchases, etc.), CDHS may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. CDHS reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that CDHS determines to be unnecessary in carrying out performance under this agreement.
- f. The Contractor and/or subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor and/or subcontractor at any time.
- g. For all purchases, the Contractor and/or subcontractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor and/or subcontractor for inspection or audit.
- h. CDHS may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted

under Paragraphs b and/or c of Provision 17 by giving the Contractor no less than 30 calendar days written notice.

**18. Equipment Ownership / Inventory / Disposition**

(Applicable to agreements in which equipment and/or miscellaneous property is furnished by CDHS and/or when said items are purchased or reimbursed with agreement.)

- a. Wherever the term equipment and/or miscellaneous property is used in Provision 18, the definitions in Provision 17, Paragraph a shall apply.

Unless otherwise stipulated in this agreement, all equipment and/or miscellaneous property that are purchased/reimbursed with agreement funds or furnished by CDHS under the terms of this agreement shall be considered state equipment and the property of CDHS.

- (1) CDHS requires the reporting, tagging and annual inventorying of all equipment and/or miscellaneous property that is furnished by CDHS or purchased/reimbursed with funds provided through this agreement.

Upon receipt of equipment and/or miscellaneous property, the Contractor shall report the receipt to the CDHS program contract manager. To report the receipt of said items and to receive property tags, Contractor shall use a form or format designated by CDHS' Asset Management Unit. If the appropriate form (i.e., Contractor Equipment Purchased with CDHS Funds) does not accompany this agreement, Contractor shall request a copy from the CDHS program contract manager.

- (2) If the Contractor enters an agreement with a term of more than twelve months, the Contractor shall submit an annual inventory of state equipment and/or miscellaneous property to the CDHS program contract manager using a form or format designated by CDHS' Asset Management Unit. If an inventory report form (i.e., Inventory/Disposition of CDHS-Funded Equipment) does not accompany this agreement, Contractor shall request a copy from the CDHS program contract manager. Contractor shall:

- (a) Include in the inventory report, equipment and/or miscellaneous property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).
- (b) Submit the inventory report to CDHS according to the instructions appearing on the inventory form or issued by the CDHS program contract manager.
- (c) Contact the CDHS program contract manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or miscellaneous property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by CDHS' Asset Management Unit.

- b. Title to state equipment and/or miscellaneous property shall not be affected by its incorporation or attachment to any property not owned by the State.

- c. Unless otherwise stipulated, CDHS shall be under no 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 and/or miscellaneous property.

- d. The Contractor and/or Subcontractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or miscellaneous property.

- (1) In administering this provision, CDHS may require the Contractor and/or Subcontractor to repair or replace, to CDHS' satisfaction, any damaged, lost or stolen state equipment and/or miscellaneous property. Contractor and/or Subcontractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the CDHS program contract manager.

- e. Unless otherwise stipulated by the program funding this agreement, equipment and/or miscellaneous property purchased/reimbursed with agreement funds or furnished by CDHS under the terms of this agreement, shall only be used for performance of this agreement or another CDHS agreement.
- f. Within sixty (60) calendar days prior to the termination or end of this agreement, the Contractor shall provide a final inventory report of equipment and/or miscellaneous property to the CDHS program contract manager and shall, at that time, query CDHS as to the requirements, including the manner and method, of returning state equipment and/or miscellaneous property to CDHS. Final disposition of equipment and/or miscellaneous property shall be at CDHS expense and according to CDHS instructions. Equipment and/or miscellaneous property disposition instructions shall be issued by CDHS immediately after receipt of the final inventory report. At the termination or conclusion of this agreement, CDHS may at its discretion, authorize the continued use of state equipment and/or miscellaneous property for performance of work under a different CDHS agreement.

**g. Motor Vehicles**

(Applicable only if motor vehicles are purchased/reimbursed with agreement funds or furnished by CDHS under this agreement.)

- (1) If motor vehicles are purchased/reimbursed with agreement funds or furnished by CDHS under the terms of this agreement, within thirty (30) calendar days prior to the termination or end of this agreement, the Contractor and/or Subcontractor shall return such vehicles to CDHS and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to CDHS.
- (2) If motor vehicles are purchased/reimbursed with agreement funds or furnished by CDHS under the terms of this agreement, the State of California shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner. The Contractor and/or a subcontractor may only use said vehicles for performance and under the terms of this agreement.
- (3) The Contractor and/or Subcontractor agree that all operators of motor vehicles, purchased/reimbursed with agreement funds or furnished by CDHS under the terms of this agreement, shall hold a valid State of California driver's license. In the event that ten 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 agreement funds or furnished by CDHS under the terms of this agreement, 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 agreement or any period of contract extension during which any vehicle remains in the Contractor's and/or Subcontractor's possession:

**Automobile Liability Insurance**

- (a) The Contractor, by signing this agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of \$1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by CDHS under the terms of this agreement, to the Contractor and/or Subcontractor.
- (b) The Contractor and/or Subcontractor shall, as soon as practical, furnish a copy of the certificate of insurance to the CDHS program contract manager.
- (c) The Contractor and/or Subcontractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this agreement or until such time as the motor vehicle is returned to CDHS.
- (d) The Contractor and/or Subcontractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this

agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.

- (e) The Contractor and/or Subcontractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:
  - [1] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State (California Department of Health Services).
  - [2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this agreement and any extension or continuation of this agreement.
  - [3] The insurance carrier shall notify the California Department of Health Services (CDHS), in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to the agreement number for which the insurance was obtained.
- (f) The Contractor and/or Subcontractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Contractor shall be notified by CDHS, in writing, if this provision is applicable to this agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services shall be performed prior to obtaining said approval.
- (g) In the event the Contractor and/or Subcontractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, CDHS may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event.

**19. Use of Small Business Subcontractors**

(Only applicable to agreements awarded in part due to the granting of non-small business subcontractor preference where the Contractor committed to use small business subcontractors for at least 25% of the initial contract cost or amount bid.)

- a. All Non-Small Business Subcontractor Preference Request attachments and Small Business Subcontractor/Supplier Acknowledgment attachments, however labeled, completed as a condition of bidding, are incorporated herein, and made a part of this agreement by this reference.
- b. Contractor agrees to use each small business subcontractor/supplier, as identified in previously submitted Non-Small Business Subcontractor Preference Request attachments, unless the Contractor submits a written request for substitution of a like or alternate subcontractor. All requests for substitution must be approved by CDHS, in writing (including email or fax), prior to using a proposed substitute subcontractor.
- c. Requests for substitution must be approved by the funding program and must include, at a minimum:
  - (1) An explanation of the reason for the substitution.
  - (2) A written description of the business enterprise that will be substituted, including its small business certification status.
  - (3) If substitution of an alternate small business does not occur, include a written justification and description of the steps taken to try to acquire a new small business and how that portion of the contract will be fulfilled.
  - (4) A written description of the work to be performed by the substituted subcontractor identified by both task (if applicable) and dollar amount or percentage of the overall contract that the substituted subcontractor will perform. The substituted business, if approved, must perform a commercially useful function in the contract pursuant to Title 2, California Code of Regulations §1896.6.

- d. CDHS may consent to the substitution in any of the situations set forth in Public Contract Code Section 4107 of the Subletting and Subcontracting Fair Practices Act.
- e. Prior to the approval of the prime contractor's request for the substitution, the funding program shall give notice in writing to the listed subcontractor of the prime contractor's request to substitute and the reasons for the request to substitute. The notice shall be served by certified or registered mail to the last known address of the subcontractor. The listed subcontractor that has been so notified shall have five (5) working days after the receipt of the notice to submit written objections to the substitution to the funding program. Failure to file these written objections shall constitute the listed subcontractor's consent to the substitution. If written objections are filed, CDHS shall give notice in writing of at least five (5) working days to the listed subcontractor of a hearing by CDHS on the prime contractor's request for substitution.
- f. Failure of the contractor to subcontract with the small businesses listed in its bid or proposal to CDHS, or failure to follow applicable substitution rules and regulations may be grounds for the Department of General Services to impose sanctions pursuant to Government Code Section 14842.5 and Title 2, California Code of Regulations § 1896.16. In the event such sanction are to be imposed, the Contractor shall be notified in writing and entitled to a hearing pursuant to Title 2, California Code of Regulations §1896.18 and §1896.20.
- g. If requested by CDHS, Contractor agrees to provide documentation/verification, in a form agreed to by CDHS, that small business subcontractor usage under this agreement complies with the commitments specified during the contractor selection process.



**Additional Provisions****1. Amendment Process**

Should either party, during the term of this agreement, desire a change or amendment to the terms of this Agreement, such changes or amendments shall be proposed in writing to the other party, who will respond in writing as to whether the proposed changes/amendments are accepted or rejected. If accepted and after negotiations are concluded, the agreed upon changes shall be made through the Grantor's official agreement amendment process. No amendment will be considered binding on either party until it is formally approved by the Grantor, unless otherwise stated elsewhere in this agreement.

**2. Cancellation / Termination**

- A. This agreement may be cancelled or terminated without cause by either party by giving thirty (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements.
- B. Upon receipt of a notice of termination or cancellation from the Grantor, Grantee shall take immediate steps to stop performance and to cancel or reduce subsequent contract costs.
- C. Grantee shall be entitled to payment for all allowable costs authorized under this agreement, including authorized non-cancelable obligations incurred up to the date of termination or cancellation, provided such expenses do not exceed the stated maximum amounts payable.

**3. Use of Disabled Veteran Business Enterprises (DVBE)**

- A. This provision supersedes and replaces provision 4 appearing in Special Terms and Conditions Exhibit C.
- B. CDPH has exercised its administrative authority and has chosen to waive DVBE goal participation and good faith effort requirements for this agreement pursuant to the Grantor's direct affiliation with a public entity.

**4. Avoidance of Conflicts of Interest by Grantee**

- A. The Grantor intends to avoid any real or apparent conflict of interest on the part of the Grantee, subcontractors, or employees, officers and directors of the Grantee or subcontractors. Thus, the Grantor reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Grantee to submit additional information or a plan for resolving the conflict, subject to Grantor review and prior approval.
- B. Conflicts of interest include, but are not limited to:
  - 1) An instance where the Grantee or any of its subcontractors, or any employee, officer, or director of the Grantee or any subcontractor has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the contract would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the contract.
  - 2) An instance where the Grantee's or any subcontractor's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.
- C. If the Grantor is or becomes aware of a known or suspected conflict of interest, the Grantee will be given an opportunity to submit additional information or to resolve the conflict. A Grantee with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by the Grantor to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by the Grantor and cannot be resolved to the satisfaction of the Grantor, the conflict will be grounds for terminating the contract. The Grantor may, at its discretion upon receipt of a written request from the Grantee, authorize an extension of the timeline indicated herein.

**Contractor's Release**

**Instructions to Contractor:**

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

**Submission of Final Invoice**

Pursuant to contract number \_\_\_\_\_ entered into between the State of California Department of Health Services (CDHS) 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 minimum of 0% unless otherwise specified in writing of post consumer material, as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether it meets the requirements of Public Contract Code Section 12209. Contractor specifies that printer or duplication cartridges offered or sold to the State comply with the requirements of Section 12156(e).

**Reminder to Return State Equipment/Property (If Applicable)**

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

Unless CDHS has approved the continued use and possession of State equipment (as defined in the above referenced contract) for use in connection with another CDHS agreement, Contractor agrees to promptly initiate arrangements to account for and return said equipment to CDHS, at CDHS'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.

**ONLY SIGN AND DATE THIS DOCUMENT WHEN ATTACHING TO THE FINAL INVOICE**

Contractor's Legal Name (as on contract): \_\_\_\_\_

Signature of Contractor or Official Designee: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name/Title of Person Signing: \_\_\_\_\_

CDHS Distribution: Accounting (Original) Program

**Travel Reimbursement Information**

*(Mileage Decrease Effective 1/1/09)*

1. The following rate policy is to be applied for reimbursing the travel expenses of persons under contract. The terms "contract" and/or "subcontract" have the same meaning as "grantee" and/or "subgrantee" where applicable.
  - a. Reimbursement for travel and/or per diem shall be at the rates established for nonrepresented/excluded state employees. Exceptions to Department of Personnel Administration (DPA) lodging rates may be approved by the California Department of Public Health (CDPH) upon the receipt of a statement on/with an invoice indicating that such rates are not available.
  - b. Short Term Travel is defined as a 24-hour period, and less than 31 consecutive days, and is at least 50 miles from the main office, headquarters or primary residence. Starting time is whenever a contract or subcontract employee leaves his or her home or headquarters. "Headquarters" is defined as the place where the contracted personnel spends the largest portion of their working time and returns to upon the completion of assignments. Headquarters may be individually established for each traveler and approved verbally or in writing by the program funding the agreement. Verbal approval shall be followed up in writing or email.
  - c. Contractors on travel status for more than one 24-hour period and less than 31 consecutive days may claim a fractional part of a period of more than 24 hours. Consult the chart appearing on Page 2 of this exhibit to determine the reimbursement allowance. All lodging reimbursement claims must be supported by a receipt\*. If a contractor does not or cannot present receipts, lodging expenses will not be reimbursed.

(1) Lodging (with receipts\*):

| <b>Travel Location / Area</b>                                  | <b>Reimbursement Rate</b> |
|--|---------------------------|
| Statewide (excluding the counties identified below)            | \$ 84.00 plus tax         |
| Counties of Los Angeles and San Diego                          | \$110.00 plus tax         |
| Counties of Alameda, San Francisco, San Mateo, and Santa Clara | \$140.00 plus tax         |

Reimbursement for actual lodging expenses that exceed the above amounts may be allowed with the advance approval of the Deputy Director of the California Department of Public Health (CDPH) or his or her designee. Receipts are required.

\*Receipts from Internet lodging reservation services such as Priceline.com which require prepayment for that service, ARE NOT ACCEPTABLE LODGING RECEIPTS and are not reimbursable without a valid lodging receipt from a lodging establishment.

(2) Meal/Supplemental Expenses (with or without receipts): With receipts, the contractor will be reimbursed actual amounts spent up to the maximum for each full 24-hour period of travel.

| <b>Meal / Expense</b> | <b>Reimbursement Rate</b> |
|-----------------------|---------------------------|
| Breakfast             | \$ 6.00                   |
| Lunch                 | \$ 10.00                  |
| Dinner                | \$ 18.00                  |
| Incidental expenses   | \$ 6.00                   |

- d. Out-of-state travel may only be reimbursed if such travel is necessitated by the scope or statement of work and has been approved in advance by the program with which the contract is held. For out-of-state travel, contractors may be reimbursed actual lodging expenses, supported by a receipt, and may be reimbursed for meals and supplemental expenses for each 24-hour period computed at the rates listed in c. (2) above. For all out-of-state travel, contractors/subcontractors must have prior CDPH written or verbal approval. Verbal approval shall be confirmed in writing (email or memo).
- e. In computing allowances for continuous periods of travel of less than 24 hours, consult the chart appearing on Page 2 of this exhibit.
- f. No meal or lodging expenses will be reimbursed for any period of travel that occurs within normal working hours, unless expenses are incurred at least 50 miles from headquarters.

**Travel Reimbursement Information**

**Exhibit F (Continued)**

- If any of the reimbursement rates stated herein is changed by DPA, no formal contract amendment will be required to incorporate the new rates. However, CDPH shall inform the contractor, in writing, of the revised travel reimbursement rates and the applicable effective date of any rate change.

At CDPH's discretion, changes or revisions made by CDPH to this exhibit, excluding travel reimbursement policies established by DPA may be applied retroactively to any agreement to which a Travel Reimbursement Information exhibit is attached, incorporated by reference, or applied by CDPH program policy. Changes to the travel reimbursement rates stated herein may not be applied earlier than the date a rate change is approved by DPA.

- For transportation expenses, the contractor must retain receipts for parking; taxi, airline, bus, or rail tickets; car rental; or any other travel receipts pertaining to each trip for attachment to an invoice as substantiation for reimbursement. Reimbursement may be requested for commercial carrier fares; private car mileage; parking fees; bridge tolls; taxi, bus, or streetcar fares; and auto rental fees when substantiated by a receipt.
- Note on use of autos:** If a contractor uses his/her or a company car for transportation, the rate of reimbursement will be **55 cents** maximum per mile. If a contractor uses his/her or a company car "in lieu of" airfare, the air coach fare will be the maximum paid by the State. The contractor must provide a cost comparison upon request by the State. Gasoline and routine automobile repair expenses are not reimbursable.
- The contractor is required to furnish details surrounding each period of travel. Travel expense reimbursement detail may include, but not be limited to: purpose of travel, departure and return times, destination points, miles driven, mode of transportation, etc. Reimbursement for travel expenses may be withheld pending receipt of adequate travel documentation.
- Contractors are to consult with the program with which the contract is held to obtain specific invoicing procedures.

**Per Diem Reimbursement Guide**

| Length of travel period  | This condition exists...                                    | Allowable Meal(s)         |
|--|---|---------------------------|
| Less than 24 hours   | Trip begins at or before 6 a.m. and ends at or after 9 a.m. | Breakfast may be claimed. |
| Less than 24 hours   | Trip begins at or before 4 p.m. and ends at or after 7 p.m. | Dinner may be claimed.    |
| <i>Contractor may not claim lunch or incidentals on one-day trips. When trips are less than 24 hours and there's no overnight stay, meals claimed are taxable.</i>   |   |                           |
| 24 hours   | Trip begins at or before 6 a.m.                             | Breakfast may be claimed. |
| 24 hours   | Trip begins at or before 11 a.m.                            | Lunch may be claimed.     |
| 24 hours   | Trip begins at or before 5 p.m.                             | Dinner may be claimed.    |
| More than 24 hours   | Trip ends at or after 8 a.m.                                | Breakfast may be claimed. |
| More than 24 hours   | Trip ends at or after 2 p.m.                                | Lunch may be claimed.     |
| More than 24 hours   | Trip ends at or after 7 p.m.                                | Dinner may be claimed.    |
| <i>Contractor may not claim meals provided by the State, meals included in hotel expenses or conference fees, meals included in transportation costs such as airline tickets, or meals that are otherwise provided. Snacks and continental breakfasts such as rolls, juice, and coffee are not considered to be meals.</i> |   |                           |

Sample Invoice

**INVOICE FORMAT BOILERPLATE**

*Only one invoice may be submitted per event.  
No shifting of funds allowed from one line item to another. Grantee is responsible  
 for any line item expenditures that exceed approved proposal budget.*

**Questions: Contact Anne at 619-594-0984 or aainsworth@projects.sdsu.edu**

**09/10 CA Kids' Plates Professional Development Invoice**

FROM: Grantee's Name  
 Grantee's Address

Invoice No: \_\_\_\_\_

Invoice Date: \_\_\_\_\_

Invoice for Event # \_\_\_\_\_  
 Invoice  
 Period  
 Covered  
 (from\_to) \_\_\_\_\_

TO: Center for Injury Prevention Policy and Practice  
 Kids' Plates Program, Attn: Shanna Holland  
 San Diego State University Research Foundation  
 6475 Alvarado Rd, Suite 105  
 San Diego CA 92120

| Budget Category:  | Approved Budget | Current Period | Expenditures To Date | Current Fund Balance |
|---|-----------------|----------------|----------------------|----------------------|
| List Budget Categories exactly as they appear on your original budget within your contract. | 0.00            | 0.00           | 0.00                 | 0.00                 |
|   | 0.00            | 0.00           | 0.00                 | 0.00                 |
|   | 0.00            | 0.00           | 0.00                 | 0.00                 |
|   | 0.00            | 0.00           | 0.00                 | 0.00                 |
|   | 0.00            | 0.00           | 0.00                 | 0.00                 |
|   | 0.00            | 0.00           | 0.00                 | 0.00                 |
| <b>TOTALS</b>   | <b>\$0.00</b>   | <b>\$0.00</b>  | <b>\$0.00</b>        | <b>\$0.00</b>        |
| <b>Invoice Total</b>  | <b>\$0.00</b>   |                |                      |                      |

Make Check Payable to: **Grantee's Name exactly as it appears on the Grant Agreement (Contract)**

*I certify that all expenditures reported (or payment requested) are for appropriate purposes and in accordance with the provisions of the Award.*

\_\_\_\_\_  
 (signature of authorized agency officer)

\_\_\_\_\_  
 (print name of authorized agency officer)

Contact Person:  
 Telephone:

\_\_\_\_\_  
 \_\_\_\_\_