

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



FROM: Community Health Agency/Department of Public Health

698 **SUBMITTAL DATE:**
August 4, 2011

SUBJECT: Ratify multi-year Agreement #11-10297 with the California Department of Public Health Office of Family Planning for Information and Education to decrease teenage pregnancy.

RECOMMENDED MOTION:

- 1) Ratify multi-year Agreement # 11-10297 with the California Department of Public Health for Information and Education to decrease teenage pregnancy through educational programs in the amount of \$500,000 for the period of July 1, 2011 through June 30, 2016.
- 2) Authorize the Chairperson to sign three (3) originals of the Agreement, one (1) original of the Darfur Contracting Act, one (1) original CCC 307 – Certification, and one (1) original Certification of Compliance with the Sexual Health Education Accountability Act; and
- 3) Authorize the Purchasing Agent to sign subsequent amendments to the Agreement #11-10297 that do not change the substantive terms of the agreement from July 1, 2011 through June 30, 2016 not to exceed the Board approved amount of \$500,000.

(BACKGROUND continue page 2)

KB:mr

Susan D. Harrington
Susan D. Harrington, Director of Public Health

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 100,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	FY 11/12

SOURCE OF FUNDS: 100% State funding.

Positions To Be Deleted Per A-30	<input checked="" type="checkbox"/>
Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

BY: *Debra Cournoyer*
Debra Cournoyer

County Executive Office Signature

FORM APPROVED BY COUNTY COUNSEL
DATE
BY: NEAL R. KIPNIS
Departmental Concurrence
Purchasing: Mark Sailer, Assistant Director

Policy
 Consent
 Policy
 Consent

Dept's Recomm.:
 Per Exec. Ofc.:

Prev. Agn. Ref.: 09/12/06, Item 3.18 | District: 1, 2, 5 | Agenda Number:

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

3.17

Form 11

Page 2 of 2

SUBJECT: Ratify multi-year Agreement #11-10297 with the California Department of Public Health Office of Family Planning for Information and Education to decrease teenage pregnancy.

BACKGROUND: The goal of the Information and Education (I&E) is to decrease teenage pregnancy through educational programs that equip teens at high risk for pregnancy with the knowledge, understanding, and behavioral skills necessary to make responsible decisions regarding at -risk behavior. The target populations include vulnerable youth at high risk of unplanned pregnancy including youth in schools and other community or alternative schools, and their parents in the Medical Service Study Area (MSSA) 128- Arabia/Coachella/Desert Beach/Flowing Wells/Indio South/La Quinta East/Mecca/Oasis/Thermal.

GRANT AGREEMENT
CDPH 1229 (12/08)

AGREEMENT NUMBER	11-10297
REGISTRATION NUMBER:	

1. The California Department of Public Health hereby makes a grant award of funds to the Grantee named below:

Grantee's Name
Riverside County Community Health Agency Dept. of Public Health

2. Grant term From 07/01/2011 through 06/30/2016	3. Total grant amount \$ 500,000
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4. Grantee's Project Director		
Name Ms. Laurie Bowers-Kane	Telephone number (951) 358-5222	Address, if different from Grantee's address 4065 County Circle Drive, Riverside, California 92503

5. Grantee's Financial Officer		
Name Ms. Carley Linn	Telephone number (951) 358-6182	Address, if different from Grantee's address 4065 County Circle Drive, Riverside, California 92503

6. The grantee, in accepting this grant award, agrees to comply with the terms and conditions of the following exhibits which are made a part of this grant award by this reference and any applicable statutes or regulations:

- | | |
|--|----------------|
| Exhibit A – Scope of Work | 2 pages |
| Exhibit A Attachments I – IV | 29 pages |
| Exhibit B – Budget Detail and Payment Provisions | 8 pages |
| Exhibit B, Attachments I – V (Budget Years 1 – 5) | 5 pages |
| * Exhibit C – General Terms and Conditions | <u>GTC 610</u> |
| Exhibit D(F) – Special Terms and Conditions | 26 pages |
| Exhibit E – Additional Provisions | 12 pages |
| Exhibit E, Attachment I - Definitions | 4 pages |
| Exhibit F Contractor's Release | 1 page |
| Exhibit G Travel Reimbursement Information | 2 pages |
| Exhibit H Contractor Equipment Purchases with CDPH Funds | 2 pages |
| Exhibit I Inventory/Disposition of CDPH-Funded Equipment | 2 pages |
| Exhibit J HIPAA Business Associate Exhibit | 12 pages |

* Item marked with an Asterisk (*) is incorporated herein as if attached. View at: <http://www.ols.dgs.ca.gov/Standard+Language>.

In Witness Whereof, this agreement has been executed by the parties hereto.

GRANTEE

Grantee's Name (If other than an individual, state if a corporation, partnership, nonprofit organization, etc.)

Riverside County Community Health Agency Dept. of Public Health

Signed By (Authorized Signature)



Date Signed

Printed Name and Title of Person Signing that has delegated authority to bind the Grantee

Bob Buster, Chairman, Board of Supervisors

Mailing Address

4065 County Circle Drive, Riverside, California 92503

STATE OF CALIFORNIA

Agency Name

California Department of Public Health

Signed By (Authorized Signature)



Date Signed

Printed or Stamped Name and Title of Person Signing or their Designee

Sandra Winters, Chief, Contracts and Purchasing Services Section

Address

1501 Capitol Avenue, Suite 71.5178, MS 1802, P.O. Box 997377, Sacramento, CA 95899-7377

FORM APPROVED COUNTY COURTS
BY: NEAL R. KIPNIS

Exempt from DGS review per AG Opinions

Exempt from DGS review per this authority:

Exhibit A
Scope of Work

1. Service Overview

The Information and Education (I&E) Program is authorized by California Welfare and Institutions Code Section 14504.3(a-e) and Title XIX of the Federal Social Security Act, and is administered by the Office of Family Planning (OFP), Teen Pregnancy Prevention (TPP) Program. The goal of the I&E Program is to decrease teenage pregnancy through educational programs that equip teens at high risk for pregnancy with the knowledge, understanding, and behavioral skills necessary to make responsible decisions regarding at-risk behavior.

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

2. Service Location

The I&E projects are community-based and program services are offered in diverse settings such as mainstream and alternative schools, social service agencies, juvenile detention facilities, and youth centers.

3. Service Hours

The services shall be provided during normal Grantee working hours, including but not limited to, Monday through Friday, evenings, and weekends.

4. Project Representatives

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

California Department of Public Health Office of Family Planning ATTN: Chief, Teen Pregnancy Prevention Program Telephone: (916) 650-0414 Fax: (916) 650-0455	Riverside County Community Health Agency Department of Public Health ATTN: Laurie Bowers-Kane Telephone: (951) 358-5222 Fax: (951) 358-5235 Email: LABowers@rivcocha.org
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Exhibit A
Scope of Work

B. Direct all inquiries to:

California Department of Public Health Office of Family Planning Attention: Chief, Teen Pregnancy Prevention Program Mail Station Code 8400 1615 Capitol Avenue, Suite 73.430 P.O. Box 997420 Sacramento, CA, 95899-7420 Telephone: (916) 650-0414 Fax: (916) 650-0455	Riverside County Community Health Agency Department of Public Health Attention: Laurie Bowers-Kane 4065 County Circle Drive Riverside, CA 92503 Telephone: (951) 358-5222 Fax: (951) 358-5235 Email: LABowers@rivcocha.org
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C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this Agreement.

5. Services To Be Performed

See the following attached Exhibits labeled Exhibit A, Attachment I through IV for a detailed description of the services to be performed.

Exhibit A, Attachment I
Organization and Administration

1. Administrative Capacity

Grantee shall maintain the organizational capacity and staffing to manage grant funds, and the technical expertise to successfully implement the I&E Project activities.

2. Staffing

A. Grantee shall hire program staff with the appropriate training, experience, and knowledge required to deliver the services as stated Exhibit A, Scope of Work. Grantee shall meet and maintain the *Core Competencies for Adolescent Sexual and Reproductive Health* guide developed by the California Adolescent Sexual Health Workgroup (ASHWG) in the selection of appropriate I&E Project staff. At a minimum, there shall be a designated Project Coordinator and Health Educator(s) employed by the Grantee.

1) Project Director

The Project Director has the responsibility for ensuring the success and viability of I&E activities. For the purpose of this Contract, OFP mandates that the title Project Director is designated to perform the following duties:

- a. Supervising the Project Coordinator, Health Educator, and other staff.
- b. Approving I&E Project activities.
- c. Budget development and fiscal management.
- d. Staff hiring.
- e. Reviewing I&E Project evaluation documents, monthly progress reports, progress reports, corrective action plans, and correspondence.

In addition, the Project Director may conduct the Project Coordinator duties in the event there is a temporary absence of a Project Coordinator. If the Grantee chooses to staff a Project Director, OFP requires that the Project Director be employed by the Grantee and allocate no less than 5% Full Time Equivalent (FTE) toward I&E Project activities.

2) Program Coordinator

The overall responsibility of the Program Coordinator shall be to coordinate and document project activities. The Project Coordinator shall be employed by the Grantee and allocate no less than 25% FTE toward I&E Project activities. The Program Coordinator responsibilities shall include via staff or directly, but not be limited to, the following:

Exhibit A, Attachment I
Organization and Administration

- a. I&E Intervention programming.
- b. Developing documents required by the Contract.
- c. Overseeing local and statewide Continuous Program Improvement (CPI) data collection and evaluation.
- d. Supervising and training staff and volunteers.
- e. Monitoring the budget.
- f. Overseeing project activities and budget of subcontractors.
- g. Participating in Regional Network efforts.
- h. Attending OFP-sponsored meetings and trainings.
- i. Serve as the Liaison with OFP staff.

3) Health Educator(s)

Health Educator(s) are generally under the supervision of the Project Coordinator or Project Director. The core responsibility of the Health Educator is to conduct and implement the intervention activities. The Health Educator(s) shall allocate no less than a cumulative 50% FTE for one or more positions toward I&E Project activities. The Health Educator(s) may be employed by the Grantee or be a subcontractor of the Grantee. The Health Educator(s) responsibilities shall include, but not be limited to, the following:

- a. Assisting with CPI and local evaluation activities.
 - b. Referring target youth to Family PACT reproductive services.
 - c. Collection of data for biannual progress report.
 - d. Conducting trainings to enhance skills/knowledge on the issue of teen pregnancy prevention.
- B. The salaries paid to staff employed by the Grantee shall not exceed rates paid to State Civil Service personnel performing comparable work. The merit and cost of living adjustment paid to staff employed by the Grantee shall not exceed rates paid to State Civil Service personnel performing comparable work.
- C. Grantee shall hire fiscal/administrative staff with the appropriate training and expertise to maintain the fiscal integrity of the grant funds. Staff shall be knowledgeable of, and practice, standard accounting and payroll practices (including state and federal tax withholding requirements), maintenance of fiscal/administrative records/documents, appropriate tracking and review/approval of expenditures, and other administrative policies and procedures which will maintain the fiscal integrity of the grant funds awarded to the Grantee.

Exhibit A, Attachment I
Organization and Administration

D. Subcontractor Agreements

Prior written authorization will be required before the Grantee enters into and is reimbursed for any subcontract for services costing \$5,000 or more. Except as indicated in Exhibit D(F), Special Terms and Conditions, Provision 5. Subcontract Requirements, Paragraph a.(3), when securing subcontracts for services exceeding \$5,000, the Grantee shall obtain at least three bids or justify a sole source award.

Grantee is responsible for subcontractor monitoring, including visits to all subcontractors at least quarterly or more frequently if designated by OFP. Grantee shall establish an effective communication system with each subcontractor to receive all necessary information that the Grantee requires in completing and submitting reports to OFP.

- E. I&E Project staff, including subcontractors, whose positions are funded with Title XIX funds are required to complete a Time Study each quarter of the fiscal year.

3. Meetings, Trainings, and Site Visits

- A. Grantee is required to attend and participate in all meetings and trainings scheduled and sponsored by OFP. These include the participation of OFP-designated I&E Project staff, and when appropriate, subcontractors or community representatives. OFP sponsored state and regional training opportunities may include, but are not limited to, the following: an annual TPP meeting, orientation meeting(s), topic/issue specific training, and other OFP approved activities that support I&E Project staff development and organizational capacity.
- B. Grantee shall participate in regular program discussions, determined by OFP and the Grantee's designated OFP Program Consultant/Contract Manager, via telephone and/or webinar. Topics for discussion may include, but are not limited to, program updates, needs, and strategies to improve and/or maintain effective program services, compliance issues, and/or corrective action plan(s).
- C. The OFP will perform, at its discretion, formal and/or informal site visits.
- D. Grantee representation, designated by either the Project Director or Project Coordinator, is required to attend and participate in all scheduled TPP

Exhibit A, Attachment I
Organization and Administration

Regional Network meetings. Each Grantee will be required to report as to their level of participation on activities, coordination/sponsoring of meetings, events, and deliverables, in their progress report(s).

4. Communication

Grantee is required to maintain regular communication with the OFP Program Consultant (PC) and Contract Manager (CM) as follows:

- A. Maintain a reliable e-mail address and telephone number; regularly check e-mail and voice mail; return telephone calls on a timely basis.
- B. Immediately report to PC any barriers or challenges to implementing and/or administering the Contract, Scope of Work, Workplan, or evaluation requirements.
- C. Inform PC and CM of any staff changes or changes to contact information by submitting an Agency Information Form to PC and CM within five (5) working days of any changes.
- D. Inform PC and CM of vacation schedules for key staff and identify staff member who will function as key contact person during vacations or prolonged leave of absence.
- E. Submit prospective program activity calendars to PC on a monthly or quarterly basis.
- F. Inform PC when I&E Project Staff are unable to attend and/or participate in meetings and trainings scheduled and sponsored by OFP a minimum of 48 hours before the scheduled event.

Exhibit A, Attachment II
Fiscal Information

1. Financial Viability

Grantee shall be able to cover at least 90 days of payroll, indirect and operating expenses, as well as expenses incurred by a subcontractor or consultant prior to reimbursement by the State. Grantee will incur expenses, submit quarterly invoices, and then be reimbursed after OFP receives the invoice(s). The State has up to 45 days to pay invoices. Grantee is required to submit quarterly invoices to OFP within 30 days of the end of the quarter to ensure cash flow maintenance.

2. Fiscal Documents

Grantee shall prepare required financial information and fiscal documents in accordance with Generally Accepted Accounting Principles (GAAP). GAAP are guidelines that include standards, conventions, and rules accountants commonly follow in recording and summarizing business transactions, and in the preparation and presentation of financial statements. Grantee will certify that its accounting system is in accordance with GAAP and practices, consistently applied, and capable of identifying all eligible and ineligible costs associated with this Contract.

3. Standard Payroll Practices

- A. Grantee shall maintain adequate employee time recording documents (i.e., timesheets, time cards, Personnel Activity Reports, and payroll schedule) based on GAAP and OMB Circular No. A-122. Grantee must maintain documentation that provides linking documents that aggregate and summarize, by each employee, the hours worked by activity on the grant, and ensure that such documentation will be maintained on a daily, weekly, and monthly basis, so that it clearly supports the allocation methodology used to distribute salaries and benefits and the actual personnel service costs billed to the Contract.
- B. Dual compensation is not allowed. A Grantee cannot receive simultaneous compensation from two (2) or more funding sources for the same services performed even though both funding sources could benefit.
- C. Grantee shall maintain standard payroll practices including state and federal tax withholding requirements. Grantee must have appropriate procedures designating who may sign payroll time cards, requisitions, and invoices.

Exhibit A, Attachment II
Fiscal Information

- D. Grantee shall maintain accounting records that reflect actual expenditures including, but not limited to, accounting books, ledgers, documents, payroll records, including signed timesheets and Personnel Activity Reports. Standard accounting practices that properly reflect all direct and indirect expenses related to the Contract shall be followed. These records shall be kept and made available to the State for three (3) years after the date of the final Contract payment.

4. Title XIX Federal Financial Participation

- A. Medicare and Medicaid federal regulations allow matching for administrative activities at a dollar-for-dollar match for the majority of expenses necessary for the efficient administration of the Medi-Cal (Medicaid) Program. Federal Medicaid Title XIX provides Federal Financial Participation (FFP) reimbursement for approved State programs providing specific activities that meet the following two objectives:
- 1) Assisting Medi-Cal eligible individuals to enroll in the Medi-Cal/Family PACT Program.
 - 2) Assisting individuals on Medi-Cal to access Medi-Cal or Family PACT providers and services.
- B. I&E Program has been approved by Medi-Cal to receive FFP reimbursement for federally reimbursable activities. CDPH makes available reimbursement of FFP funds for I&E Project activities and selected administrative expenses. This reimbursement is provided through matching Title XIX Medicaid funds with OFP-allocated State General Funds or with local certified county/city government funds to maximize funding for I&E Program.
- C. To obtain FFP reimbursement, Grantee must:
- 1) Meet the two FFP objectives noted above in paragraph A (only FFP-allowable activities will be reimbursed);
 - 2) Document all activities performed by Grantee's staff via quarterly Time Studies;
 - 3) Provide certified, non-federal funds (State General Funds and/or local county/city government funds) to qualify for Title XIX reimbursement, and

Exhibit A, Attachment II
Fiscal Information

- 4) Have a target or target a population of adolescents that is Medi-Cal eligible (per Title XIX criteria) and/or are Medi-Cal beneficiaries.

D. FFP Time Study Process

Times Studies are the official OFP method used to document staff time spent on all activities to determine the percent of time that is FFP reimbursable. Grantee must use the OFP Time Study documents provided by OFP. The official method used to document staff time spent on all activities during the Time Study period each quarter is the:

- 1) Secondary Documentation Form.
- 2) Time Study FFP Calculation Template, using the information gathered on the Secondary Documentation Form.
- 3) Time Study Data Report for Summary of FFP reflects the percentage of Medi-Cal activities performed and the percentage of time spent on all activities. The Medi-Cal and time percentages generated from the Time Study Data Report for Summary of FFP will be reported on the Grantee's quarterly invoice. The Time Study Data Report for Summary of FFP is submitted to OFP with the Grantee's quarterly invoice for all employees claiming Title XIX reimbursement.

E. Time Study documents are used to:

- 1) Document 100 percent of staff time spent on all activities performed during the Time Study period.
- 2) Monitor activities to ensure they meet FFP objectives.
- 3) Determine the percent of FFP matchable staff time spent on I&E Project activities.
- 4) Verify high or low percentage of FFP matching activities for I&E Project.

5. Financial and Compliance Audit

On the 15th day of the fifth month following the completion of each fiscal year, Grantee shall obtain a single organization-wide financial and compliance audit.

Exhibit A, Attachment II
Fiscal Information

The audit shall be conducted according to Generally Accepted Auditing Standards. The cost of the audit may be included in the budget for this Contract up to \$3,000 each fiscal year.

Exhibit A, Attachment III
Scope of Services

1. Services to be Performed

A. Goal

The purpose of the I&E grant is to fund community-based and community driven programs that address the problems of teen and unintended pregnancy through prevention and health education activities, along with linkages to family planning services and reproductive health care. Grantee is required to address I&E Program goal for each I&E Project intervention.

The goal of I&E Program is to decrease teenage pregnancy through educational programs that equip teens at high risk for pregnancy with the knowledge, understanding, and behavioral skills necessary to make responsible decisions regarding at-risk behavior.

B. Target Populations

The target populations for I&E Program include vulnerable youth at high risk of unplanned pregnancy, including:

- 1) Youth in schools, juvenile justice facilities, community-based settings, social services and youth agencies, and foster care programs,
- 2) Pregnant and parenting teens, and
- 3) Parents of high-risk youths and other adults responsible for serving youths such as teachers, counselors, coaches, and social service workers.

C. I&E Project Interventions

- 1) It is OFP's objective for I&E Projects to implement scientific evidence based programs that have been supported by previous research demonstrating significant positive behavioral outcomes for pregnancy prevention as well as STI and HIV/AIDS prevention for targeted populations. Grantees shall implement a minimum of three (3) interventions and a maximum of five (5) interventions. Grantee shall implement one (1) I&E Core Intervention and a minimum of two (2) I&E Supplementary Interventions.

Exhibit A, Attachment III
Scope of Services

a. I&E Core Intervention

- i) Grantee is required to implement a Life Skill Education Intervention. I&E Life Skill Education Intervention proposes to introduce adolescents to basic life skills, education, and information that will assist adolescents in their development of skills required to navigate adult life. Life skills, such as healthy peer and adult relationships, communication skills, critical thinking and decision making, life goal planning, and healthy choices regarding reproductive and personal health care are critical areas of human development. Developing personal skills, related to these global categories, advances adolescents toward greater self-esteem and personal empowerment, thus assisting adolescents to develop well-balanced, future-oriented lives, and the avoidance of pregnancy.

I&E Life Skills Education Intervention is not intended to be a long-term, in-depth learning experience, but is an opportunity to quickly impart certain information that might create a desire and interest for some adolescents and for other adolescents to further their development of these skills. The Life Skill Education Intervention is to be as experiential as possible, with the intent of demonstrating to adolescents, how they can take control of certain situations and "feel" the personal success.

The Life Skill Education Intervention must incorporate activities through (1) one mandatory learning objective and (2) two additional learning objectives of the Grantee's choice. The learning objectives are intended to teach adolescents skill sets that help them develop life skills and behaviors.

- ii) Mandatory Learning Objective

The Grantee's Life Skill Education Intervention activities shall focus on the prevention of teen pregnancy, access and utilization of Family PACT services, and HIV/STI prevention behavioral outcomes, which will fulfill the FFP requirement.

Exhibit A, Attachment III
Scope of Services

Activities should include decreasing teen pregnancy and promoting referral and access to Medi-Cal/Medicaid pregnancy prevention and health care services. Examples of activities may include, but are not limited to, helping teens to be abstinent or access appropriate forms of birth control, discouraging disproportionate age gaps in dating relationships, recognizing personal success in incremental behavior change, providing referrals for family planning and reproductive health (Family PACT) services.

Develop and incorporate one or more behavioral, knowledge, and/or attitude outcome(s) as related to teen pregnancy prevention and HIV/STI prevention.

iii) Additional Learning Objectives

Grantee should identify and develop two (2) additional Life Skill Education learning objectives more reflective of the needs of the Grantee's target population, based on data from their Needs Assessment findings.

Examples of learning objectives that meet this criteria may include, but are not limited to:

- aa) Increasing an adolescent's performance in, and connections to, school.
- bb) Providing instruction in the skills of personal goal planning - short and long-term that will help adolescents build successful futures.
- cc) Developing communication skills (e.g., verbal/nonverbal communication, active listening, expressing feelings, etc.).
- dd) Developing strong personal and community connections (i.e., building healthy connections between adolescents, their families, schools and teachers, communities, family and community responsibility).

Exhibit A, Attachment III
Scope of Services

- ee) Focusing on couples, families and communities within the context of supporting adolescents in behaviors that prevent teen pregnancy.
 - ff) Dealing and coping with broader societal messages and myths.
- iv. Minimum Requirements:
- aa) Implement a total of three (3) Life Skill Education learning objectives: one (1) mandatory learning objective and two (2) additional learning objectives.
 - bb) Meet the special needs of parenting teens, if applicable.
 - cc) Address the cultural, linguistic, and literacy levels of teen participants.
 - dd) Tailor sessions for adolescents with special needs, if applicable.
 - ee) Provide handouts and/or an outline of the learning objectives with pertinent information presented in the course, referral sheets.
 - ff) Identify and assess one or more perceived behavioral change(s)/outcome skill(s), knowledge acquired, and/or perceived attitude change(s).
 - gg) Develop and implement behavioral assessments (pre-post tests/surveys for the selected behavioral outcomes the applicant proposes to assess, etc.).
 - hh) Length of the intervention shall be a minimum of one (1) one hour per learning objective for a total of three (3) hours to complete the Life Skill Education Intervention.

Exhibit A, Attachment III
Scope of Services

- ii) Implement the Life Skill Education Intervention to the required number of annual program participants detailed by the following geographic settings:

Category 1	Urban Setting = 60	Rural Setting = 25
Category 2	Urban Setting = 100	Rural Setting = 50
Category 3	Urban Setting = 150	Rural Setting = 75

b. I&E Supplementary Interventions

Grantee is required to implement a minimum of two (2) Supplementary Interventions that address I&E Program goal.

I&E Supplementary Interventions include, but are not limited to:

- i) Information Presentations
- ii) Targeted Prevention
- iii) Parenting Teens Education and Support
- iv) Parent-Child Sexuality Communication
- v) Peer-Based Outreach and Education
- vi) Youth Leadership
- vii) Teen Theater
- viii) Mentoring
- ix) Community Awareness and Mobilization
- x) Social Networking

A detailed description of I&E Supplementary Interventions, criteria elements, and minimum implementation requirements is found in Appendix 10 of I&E RFA #11-10017.

Exhibit A, Attachment III
Scope of Services

D. I&E Project Intervention Requirements

1) Selection of Interventions

Grantee shall select interventions that are known to influence behavior and result in desired outcomes and/or select curricula that have been proven effective via evidence-based evaluation, as available. This requirement will help ensure positive outcomes for youth. Intervention strategies shall meet the needs of Grantee's target population as indicated in Grantee's Needs Assessment.

Grantee shall select interventions that incorporate use youth development principles, creativity, and be cost-effective in reducing teen pregnancy among their proposed target population(s). Cost-effectiveness is expressed as the extent to which an activity is thought to be as valuable or worthy as it is expensive. Cost-effective can be a measure of the maximum health benefits of implementing the intervention's services/activities to the target population over a justifiable cost.

2) Target Population(s) and Setting(s)/location(s)

Grantee is required to meet the minimum number of youth/adolescents to be served annually by geographic setting based on the Grantee's funding level and the teen birth rate as referenced in I&E RFA #11-10017, Appendix 10 of the I&E RFA #11-10017, and the Contract. While these minimum number of youth requirements are detailed in Appendix 10 of the I&E RFA #11-10017, Grantee is encouraged to target as many youth as feasible within their community beyond the minimum that are required to be served with their grant award.

Grantee shall identify and describe the target population(s) and setting(s)/location(s) that the Grantee will serve through each intervention. The target populations(s) should detail how the Grantee will recruit and retain participants for each intervention. Additionally, the Grantee's target population description shall include the estimated target population sample size by count and percent by the reportable demographic categories defined within the Evaluation Section of the I&E RFA #11-10017. The

Exhibit A, Attachment III
Scope of Services

setting(s)/location(s) information should include the site(s) of service where I&E Project Intervention activities will be conducted.

3) Intervention Development

Grantee shall propose, develop, and implement I&E Project Intervention activities that qualify for FFP reimbursement to maximize funding for I&E Projects. FFP reimbursement for approved State programs includes providing specific activities that meet the following two objectives:

- a) Assisting Medi-Cal eligible individuals to enroll in the Medi-Cal/Family PACT Program.
- b) Assisting individuals on Medi-Cal to access Medi-Cal or Family PACT providers and services.

- E. To effectively evaluate intervention outcomes, Grantees shall clearly identify the specific demographics of their target population for each I&E Project Intervention. The required reportable demographics shall include, at a minimum, the estimated number of target population to be served, age group, gender, race/ethnicity, sexual orientation, and at risk population category.
- F. State-funded community-based programs, including those administered by OFP, that are intended to prevent adolescent or unintended pregnancies and/or STIs, including HIV/AIDS, and are supported by state funds or state-administered funds shall comply with the following California legislation:
- 1) The Health Education Content Standards for California Public Schools – Kindergarten through Grade Twelve. Please refer to <http://www.cde.ca.gov/ci/he/he/index.asp> for the applicable statute.
 - 2) The Sexual Health Education Accountability Act [See Appendix 1 of the I&E RFA #11-10017]. Additionally, State-funded programs providing sexual health education in public schools must state how their instruction complies fully with applicable Education Codes: California Comprehensive Sexual Health and HIV/AIDS Prevention Education Act. See Appendix 4 for the Certification of Compliance with the Sexual Health Education Accountability Act.

Exhibit A, Attachment III
Scope of Services

- 3) The Comprehensive Sexual Health and HIV/AIDS Prevention Education Act [See Appendix 3 of I&E RFA #11-10017].
- G. All I&E Project Interventions shall include information about Family PACT services. Grantees shall clearly focus on increasing the utilization of family planning services by enforcing the importance of what services are available, how they can be used, and in what ways they can benefit the target population and their families.
- H. Grantees must implement curriculums and/or lesson plan(s) as approved by OFP. The approved curricula/lesson plan(s) will meet CSHE requirements, California legislative mandates, and OFP requirements.
- I. During the term of the Contract, the OFP will not permit Grantees to change interventions unless there is substantial justification to do so. Substantial justification includes, but is not limited to, the following considerations:
- 1) There has been a substantial change/shift in the target population identified.
 - 2) Outcome data including, but not limited to, an updated Needs Assessment, indicates the selected intervention is not effective.
- J. Funding Level

Grantees are required to implement a minimum of three (3) I&E Project Interventions and a maximum of five (5) I&E Project Interventions based on the Grantee's teen birth rate, funding preference, and funding level.

Funding Preference and Funding Level	Annual Teen Birth Rates (number of live births per 1,000 females aged 15-19 years)	Funding Level	Minimum Proposed Number of Interventions
Category 1	30.0 to 49.9*	\$50,000	3
Category 2	50.0 to 69.9	\$75,000	4
Category 3	70 and greater	\$100,000	5

*The California State Rate for 2004-2005 is 38.4 per 1,000 females

Exhibit A, Attachment III
Scope of Services

2. Family PACT Clinical Service Linkages

Grantee shall establish formal partnerships with Family PACT providers to expand access and availability of clinical services to their targeted population(s) and to ensure that teens and young adults have access to sexual health services. All interventions shall include clinical service linkage activities. A list of Family PACT integration requirements for the intervention activities is provided in Appendix 11 of the I&E RFA #11-10017.

Grantees shall demonstrate their collaboration with, and establishment of, a relationship with one or more Family PACT providers to:

- 1) Promote awareness of and assistance with accessing comprehensive family planning reproductive health services for the purposes of preventing unintended pregnancy and STIs among pre-sexually active and sexually active teens.
- 2) Provide information about the availability of reproductive and sexual health services, including methods to prevent and treat STIs.
- 3) Increase the number of teens that access clinical services at Family PACT clinics. Services must address barriers to access to Family PACT clinics (for example, lack of public transportation, cultural diversity impacts, youth not feeling welcomed by the clinic, etc.).
- 4) Develop a plan of action to maximize collaborative efforts and best practices.
- 5) Meet I&E Program requirements including:
 - a. Coordinating a referral mechanism for teens to access Family PACT services at clinics with a teen-friendly environment.
 - b. Assisting with promotional activities to create awareness about their local Family PACT clinic(s).
 - c. Providing monthly or quarterly teen tours of Family PACT clinics. If monthly visits are not feasible, then Grantee is to implement activities that will allow participants to become familiar with Family PACT providers and their services through interventions such as one on one street outreach and informational presentation(s).

Exhibit A, Attachment III
Scope of Services

- d. Family PACT partnerships are documented through the submission of a Letter of Intent by Family PACT provider. Grantee is encouraged to partner with Family PACT providers based on geographical locations where services will be implemented as well as providers who can deliver linguistically and culturally appropriate care for the target populations.

3. Regional Network

Priority populations frequently require multi-faceted approaches to effectively reduce unintended pregnancies. Collaboration with agencies and organizations who are already working with individuals to whom you will be serving can enhance I&E Projects by providing a wealth of knowledge and a diversity of expertise. OPF has created a TPP Regional Network requirement to meet this need made up of representatives from Community Challenge Grant (CCG) Agencies, Adolescent Family Life Programs, local agencies such as school district or local public health representatives, parents, teens and other organizations involved with youth. Regional Networks shall meet at least quarterly to discuss youth issues in the region, receive training, develop media campaigns, etc. TPP Regional Networks have become adept at refining programs to meet the needs of youth and sharing experiences to help other agencies enhance their services.

- A. Grantees are required to participate in an assigned TPP Regional Network comprised of OFP's TPP Grantees.
- B. The Regional Networks will be configured into geographic areas across the state. OFP will announce the Regional Networks' configuration. Each Regional Network (Network) will have a CCG-funded Lead Agency to provide leadership and administrative support. Grantee shall:
 - 1) Send the Project Director or Project Coordinator or designee to attend each Network meeting. Representation shall strive to be consistent.
 - 2) Actively participate in developing and maintaining the Network.
 - 3) Report activities pertaining to the Network twice per year in progress reports.
 - 4) Complete agreed upon tasks, assigned by the Network, in a timely manner.

Exhibit A, Attachment III
Scope of Services

- C. Network meetings shall convene on a regular basis, at a minimum, not less than quarterly. Each Network shall agree on an organizational structure, mission statement, vision, and goals and objectives to be met on a yearly basis. Network activities may include, but are not limited to:
- 1) Supporting a region-wide activity during Teen Pregnancy Prevention Month.
 - 2) Developing educational, outreach and other materials.
 - 3) Guiding activities in such a way that people recognize the network as one organization.
 - 4) Making presentations to Boards of Supervisors or Legislators and/or other community leaders.
 - 5) Designing and/or participating in large scale public events.
 - 6) Mapping service locations to ensure that services are provided throughout the region.
 - 7) Creating a website for the networks' use in sharing information with the regional community.

4. Evaluation

A. Grantee shall conduct and participate in program/performance evaluation to monitor the progress or success of the intervention activities. Grantee is not required to hire an outside evaluator to perform and meet evaluation requirements as outlined in the Contract.

B. Reportable Demographics of Target Population

To effectively evaluate intervention outcomes, Grantee shall clearly identify the specific demographics of their target population for each I&E Project Intervention. The required reportable demographics shall include at a minimum:

- 1) Estimated number of target population to be served
- 2) Age Group — all ages may be served but should be reported by the following breakdown:

Exhibit A, Attachment III
Scope of Services

- a. Youth under age 11
- b. Youth Adolescents (ages 12-14)
- c. Adolescents (ages 15-17)
- d. Adolescents (ages 18-19)
- e. Young Adults (ages 20-24)
- f. Adults, Parents, Guardians, Mentor, Personnel who work with youth, etc.

3) Gender

4) Race/Ethnicity (e.g., Latino, Asian, African American, etc.)

5) Sexual Orientation, if applicable (e.g., gay, lesbian, bi sexual, transgendered youth questioning their sexuality, etc.)

6) At-risk population category, if applicable (e.g., foster care, absentee father, gang involvement, juvenile justice/incarcerated, homeless, substance abuse, parenting teen, special needs, etc.)

C. Behavioral Outcomes

Grantee will be required to monitor and evaluate I&E Project Interventions (e.g., surveys completed by participants at project entry and exit). Outcomes shall include actual sexual and contraceptive behavior as well as risk and protective factors. At a minimum, Grantee shall include a behavioral outcome that is clearly linked to increasing family planning clinical services and outreach through Family PACT Clinical Service Linkages. Other potential behavioral outcome measurements may include:

- 1) Increase in Condom Use
- 2) Increase in Consistency of Condom Use
- 3) Increase in Contraceptive Use
- 4) Reduction in the Number of Sexual Partners

Exhibit A, Attachment III
Scope of Services

- 5) Age of Sexual Debut
 - 6) Success Regarding Linking Participants to Clinical Reproductive Health Services
 - 7) Reduction in Sexual Risk-Taking Behaviors (e.g., alcohol, drugs, peer pressure)
 - 8) A Delay of Initiation of Sexual Intercourse
 - 9) Increase Emergency Contraceptive Use
 - 10) Reducing Childbirth
 - 11) Future Plans and/or Life Goals
- D. I&E Program evaluation will include, but is not limited to, Process Measures, Short Term Outcome Measures, Qualitative Outcomes, Statewide Evaluation, and Continuous Program Improvement (CPI) Evaluation.

1) Process Measures

Process measures are outcomes that determine if a program has been implemented as planned as well as its strengths and weaknesses. These measures provide feedback to OFP about how well the intervention is being implemented and how to adjust or enhance the intervention. Process measures examine when, to whom, how often, and in what settings are the intervention and/or services provided. Examples of process measures include, but are not limited to, participant demographics, client service usage, referral sources, staff characteristics, program activities, minutes, participant outcome data, and participant satisfaction data.

Grantee will be required to submit two semi-annual progress reports and monthly performance reports to access process measures. Additionally, the OFP may request information on program taxonomy for additional evaluation activities. These reports will document the implementation of teen pregnancy intervention activities.

Exhibit A, Attachment III
Scope of Services

2) Short-Term Outcome Measures

Short term outcome measures are observable and measurable on the level of knowledge, attitude, skill, or aspiration change in program participants toward reaching your stated objective. These measures indicate whether or not the intervention objective's has made an impact on the intended target population. Grantees will be required to include, for each proposed intervention, short-term outcome measures to determine if there is an immediate impact on the targeted population.

3) Qualitative Outcomes

Qualitative Outcomes involve the collection of non-quantitative data (i.e., observational information/results that can be counted) and the facilitation of inductive reasoning (i.e., outcomes based on specific observations that support broader generalizations and theories). Qualitative Outcomes are observational information that can be used to describe how your project functions and what it means to the people involved. Some examples of qualitative outcomes include open-ended survey responses, feedback forms, photographs (with captions), case studies, testimonial quotes, etc.

Retrospectively, Qualitative Outcomes are important for understanding how and why the proposed outcomes of an intervention were achieved and the identification of any unintended consequences. Qualitative Outcomes will provide information from the perspectives of the population it involves by obtaining culturally-specific information about the beliefs, norms, behaviors, and social contexts affecting a particular health issue. Qualitative Outcomes can also provide important answers about the relevance of an intervention for the specific population(s).

4) Statewide Evaluation

Grantee will be required to participate in impact or outcome based evaluation protocols to determine the effectiveness of I&E Projects and interventions among projects.

Exhibit A, Attachment III
Scope of Services

5) Continuous Program Improvement (CPI) Evaluation

CPI is an evaluation process that is implemented by the Grantee with technical support provided by the OFP or its designee. Grantee will be required to participate, implement, monitor and evaluate their project, to improve their project interventions. This will involve a process outlined for each CPI tool to organize the information collected, report outcomes, measure and identify potential changes discovered through the CPI Summary, implement changes, as necessary, and to re-evaluate the impact of the change. Progress on the completion of CPI activities is provided to OFP in required progress reports and the Final and Approved CPI Summary is a required component of the second yearly progress report.

- E. OFP will provide ongoing technical assistance and consultation on program evaluation to Grantee. The evaluation efforts of all Grantees are legislatively mandated and are important to program effectiveness and the overall goals of the I&E Program.

5. Workplan

- A. The Workplan documents the activities necessary to implement the interventions described in the Grantee's Project Plan. Grantee is required to include Workplan activities for the following I&E Program Requirements:
- 1) I&E Project Interventions,
 - 2) TPP Regional Networks,
 - 3) Family PACT Clinical Service Linkages, and
 - 4) Administrative Activities.
- B. Grantee shall submit a Workplan within 30 days of the Contract's effective date. Grantee shall use the format and follow the Workplan instructions provided by OFP. The Workplan, although not attached, is incorporated into this Contract by reference.



Exhibit A, Attachment IV
Program Requirements

1. Reports

A. Grantee shall submit reports and other performance in the form and manner specified by OFP in accordance with the following schedule:

1) Mid-Year and Year-End Progress Reports

The Grantee shall submit a Mid-year and Year-End Progress Report for each fiscal year that summarizes all accomplishments during each report period to the PC. The Mid-Year Report period covers the first six months (July 1 – December 31) of the fiscal year, and the Year-End Progress Report covers the second six months (January 1 – June 30) of each fiscal year.

- a. The Mid-Year Report is due annually on February 1, 2011, for the period beginning July 1 and ending December 31 for each fiscal year.
- b. The Year-End Progress Report is due annually on August 1, 2011, for the period beginning January 1 and ending June 30 for each fiscal year.

MID-YEAR AND FINAL PROGRESS REPORT SUBMISSION DATE	REPORT PERIOD
Mid-Year - February 1	July 1 – December 31
Year-End - August 1	January 1 – June 30
Final – June 30	January 1 – June 30, 2016

- c. The Final Report for the last fiscal year (2015-2016) of the Contract will be due June 30, 2016.
 - d. Grantee shall revise and submit Progress Reports as directed by PC. Revisions will only be required for Progress Reports that are incomplete or unsatisfactory.
- 2) Grantee's failure to submit timely and acceptable progress reports is cause for the State to withhold up to one hundred percent (100%) from future quarterly payments, and/or demand repayment of the Grant Agreement funds pursuant to Exhibit E, Additional Provisions, Provision 15. Payment Withholds.

Exhibit A, Attachment IV
Program Requirements

3) Monthly Performance Reports

Grantee shall electronically submit a Monthly Performance Report (MPR) by the 10th day of each month. The MPR:

- a. Ensures that the Grantee meets program and contract requirements.
- b. Increases PC opportunities to provide technical assistance.
- c. Develops TPP's understanding of barriers and challenges to program implementation.
- d. Identifies best practices of high performing programs.
- e. Collects additional data to support TPP program success.
- f. Grantee will be required to report typical monthly activities such as, but not limited to:
 - i) Staffing.
 - ii.) Continuous Program Improvement activities.
 - iii.) Family PACT collaboration for clinical linkage.
 - iv.) Progress towards implementing and completing approved interventions.

B. 3-Year Project Sustainability Plan

Grantee shall develop a Project Sustainability Plan to demonstrate the capacity of the Grantee to maintain services at a level that will provide ongoing teen pregnancy prevention efforts in your community in the event of elimination of major financial, managerial and technical assistance from an external source, including the I&E Project grant. The sustainability plan will be developed in year two (FY 2012-2013) of the Contract. OFP will provide additional directives on meeting submission requirements deadlines and reporting, after commencement of the Contract term.

Examples of a sustainability plan's components include, but are not limited to:

Exhibit A, Attachment IV
Program Requirements

- 1) The Grantee's commitment to support the Grantee's I&E Project goals in the event of resource reductions.
- 2) Plans to maintain the required Grantee's I&E Project interventions including prioritization of interventions and other activities.
- 3) Development of periodic reports that evaluates and updates your agency's Needs Assessment and the associated outcome measures to illustrate success identifying, solving, and improving the teen birth rate in your community and to promote your community's commitment to healthy youth and reducing risky behaviors.
- 4) Support of diverse educational opportunities focused on gaining insights and identifying innovative strategies to promote youth sexual health, to reduce health inequities, and to address the needs of underserved communities.

C. 5-Year I&E Project Action Plan

Grantee will be responsible for the development and submission of a 5-year I&E Project Action Plan to include the components outlined below.

- 1) Core Values
- 2) Vision
- 3) Mission Statement
- 4) Organization Structure
- 5) 5-Year Goals, Objectives & Activities
- 6) Yearly Evaluation Measure
- 7) Recruitment and Retention Plan

The OFP will provide additional directives on meeting submission requirements and deadlines and reporting, after commencement of the Contract term.

Exhibit A, Attachment IV
Program Requirements

2. Grantee Requirements

Grantee shall:

- 1) Ensure projects will be guided by continuous input from the target population(s) served.
- 2) Ensure project staff value the cultural and linguistic characteristic of the target population(s) served.
- 3) Conduct project activities and provide educational materials (e.g., print, audio visual, electronic) that shall be appropriate in terms of culture, language, literacy level, age, and gender for the intended target population.
- 4) Provide services in a manner that respects the beliefs, privacy, and dignity of the individual. Individuals have the right to accept or reject services and their participation must be voluntary. Grantee agrees to keep signed consents on file, as appropriate, to document agreed upon participation in grant-related activities/ interventions.
- 5) Maintain accurate program implementation records which document the number of people served, materials developed, activities conducted, etc., including the utilization of State issued reporting forms to document program implementation when appropriate. These records may include, but are not limited to, logs, sign-in sheets, meeting minutes, survey and evaluation data, etc. It is recommended that the Grantee set up documentation files by intervention and other major activities and/or requirements. Planning documents, meeting minutes, sign-in sheets, etc., are retained as activities are completed. These records shall be kept and made available for three (3) years from the date of the final grant award payment.
- 6) All materials developed for use for activities related to community awareness and mobilization (e.g., brochures, radio or television public service announcements, newspaper articles, etc.) shall be reviewed and approved by OFP prior to their use and distribution.
- 7) Comply with all policies, procedures, and program letters related to administrative and programmatic compliance and Grantee performance, as outlined by OFP.

Exhibit A, Attachment IV
Program Requirements

- 8) Obtain prior approval by OFP to participate in data collection or research studies using OFP/I&E information for purposes other than those of fulfilling the requirements of this grant.
- 9) As a condition of funding, Grantee automatically grants the State a royalty free, unrestricted, and irrevocable license throughout the world to reproduce, prepare derivative works, distribute, use, duplicate or dispose of all products. This includes material and data that are collected, created and fixed in any medium of expression, produced, developed or delivered and paid for under the Contract for governmental purposes, and to have or permit others to do so. Grantee shall require all agreements or subcontracts with other parties who will perform all or part of the Workplan under the Contract, include clauses granting the State an unrestricted license identical to that set forth under the Contract. The provisions set forth herein shall survive the termination or expiration of this Contract or any project schedule.
- 10) The documents supporting the Needs Assessment are reviewed periodically to assess direction of project goals. The Needs Assessment findings and the documents supporting the Needs Assessment shall remain on file for audit purposes.

3. Information Technology

OFP requires the use of the internet, electronic mail, internet-based surveys (ie Survey Monkey), scanning equipment, Adobe, Microsoft Office programs, teleconferences, and web-based conferences (ie Webinars). Interventions may include, but are not limited to, the use of Social Networking sites, CD or DVD presentations, or webinars.

In the event technical requirements may change, the Grantee will be responsible for subsequent software upgrades to keep pace with the State requirements. For all business class computers purchased with grant funds, purchases must meet current CDPH hardware and/or software standards including a three (3) or four (4) year warranty for computers.

Exhibit A, Attachment IV
Program Requirements

4. Contract Documents

In addition to Exhibit A, Attachment IV, Provision 1. Reports, Grantee shall be required to submit, but not limited to, the following:

- 1) Agency Information Form
- 2) Workplan
- 3) Budget and Budget Justification for each Fiscal Year
- 4) I&E Project Interventions Curriculums and/or Lesson Plans
- 5) Certification of Compliance with the Sexual Health Education Accountability Act
- 6) Signed GTC 610 – Certification
- 7) Conflict of Interest Compliance Certificate
- 8) Payee Data Record
- 9) Darfur Contract Act
- 10) School Agreement Forms
- 11) CSHE Compliance Plan with Publicly Funded Schools
- 12) Duty Statements and Resumes for all I&E Staff
- 13) All subcontractor agreements for \$5,000 or more for review and approval by OFP. Additionally OFP reserves the right to request subcontractor budgets for less than \$5,000 upon written notification to Grantee.

All of the items required by this provision must be submitted to OFP by Grantee and approved, if applicable, prior to the beginning of operations. Grantee shall submit any updates to the contract documents to OFP within 10 days, unless specified otherwise in the Contract.

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Grantee for actual expenditures incurred in the quarter being invoiced and in accordance with the budget(s) attached hereto.
- B. Invoices shall include the Grant Number and shall be submitted in triplicate via U.S. Mail not more frequently than quarterly in arrears to:

California Department of Public Health
Office of Family Planning
Attn: Contract Manager
Post Office Box 997420
MS Code 8305
1615 Capitol Avenue
Sacramento, CA 95899-7420

- C. Invoices shall:
 - 1) Be prepared on Grantee letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent actual expenses for the service performed under this Grant.
 - 2) Bear the Grantee's name as shown on the Grant.
 - 3) Identify the billing and/or performance period covered by the invoice.
 - 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this agreement. Subject to the terms of this Grant, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this Grant and approved by OFP.
- D. Invoices submitted electronically will not be accepted.
- E. Expenditure Documentation Review (EDR)

Grantees will be required to submit documentation to OFP to substantiate each invoice, with the exception of the Initial Allotment Request. Documentation shall include, but is not limited, to:

- 1. Time Studies and supporting documentation
- 2. Salary schedule
- 3. Fringe benefit costs
- 4. General expenses (allocation methodology and /or receipts)

Exhibit B
Budget Detail and Payment Provisions

5. Office space rental (allocation methodology/rent documents)
6. Employee travel logs (gas and hotel receipts, per diem reimbursements, airfare, etc.)
7. Employee training (receipts for registration fees, training materials, etc.)
8. Equipment (purchase/maintenance receipts)
9. Subcontractor invoices (invoices and receipts for billing)
10. Food (sign-in log for supporting participant activity and food receipts)
11. Incentive and education materials/Outreach (receipts)
12. Program Event (agenda, announcement, receipts, miscellaneous supplies, etc.)
13. Stipends (cancelled checks, receipt)
14. Transportation for participants (receipts for bus passes, rental bus, taxi, etc.)
15. Indirect costs (Methodology i.e. Executive Director expenses, Fiscal Staff expenses, janitorial expenses, liability insurance, etc.)

F. Payment Schedule

1) Quarterly Invoice Payment Schedule

The periods covered by the quarterly invoice and the due dates of the quarterly invoice for each fiscal year of the Grant are described in the table below:

Payment Type	Period	Invoice Due Date
First Quarterly Invoice	July 1 – September 30	November 1st
Second Quarterly Invoice	October 1 – December 31	February 1st
Third Quarterly Invoice	January 1 – March 31	May 1st
Fourth Quarterly Invoice	April 1 – June 30	August 1st

- A. Quarterly invoices shall be submitted for payment within 30 days following the end of each calendar quarter.
- B. OFP may, at its discretion, chose not to honor any delinquent invoice if the Grantee fails to obtain prior written approval from OFP of an alternate submission deadline.

2) Annual Initial Allotment

- A. An annual initial allotment of up to 25 percent of the yearly grant can be requested at the beginning of each fiscal year. The request must

Exhibit B
Budget Detail and Payment Provisions

be submitted in a format determined by OFP and is subject to the following conditions:

- i) The prior year annual initial allotment issued by OFP under this Grant, if any, has been fully liquidated or repaid in full. All previous invoiced costs are justified.
- ii) At no time may the sum total of any annual initial allotment exceed 25 percent of the annual Grant amount.
- iii) The Budget Act of the current year and/or any subsequent years covered under the Grant appropriates sufficient funds for the program.
- iv) The Grantee is in compliance with the Grant and in "Good Standing" with OFP.

B. Grantee must submit an Annual Initial Allotment payment request for the period July 1 – June 30 of each fiscal year by August 1st of each fiscal year.

C. Annual Initial Allotment Recovery Schedule

Initial Allotments will be deducted from the first, second, and third quarterly invoice payments for each fiscal year of the Grant as described in the table below:

Quarter	Period	Amount of Initial Allotment Payment Deducted from Invoice
First Quarter	July 1 – September 30	1/3
Second Quarter	October 1 – December 31	1/3
Third Quarter	January 1 – March 31	1/3
Fourth Quarter	April 1 – June 30	Zero or any remaining percentage of Initial Allotment Balance

Exhibit B
Budget Detail and Payment Provisions

2. Amounts Payable

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

- 1) \$100,000.00 for the budget period of 07/01/2011 through 06/30/2012.
- 2) \$100,000.00 for the budget period of 07/01/2012 through 06/30/2013.
- 3) \$100,000.00 for the budget period of 07/01/2013 through 06/30/2014.
- 4) \$100,000.00 for the budget period of 07/01/2014 through 06/30/2015.
- 5) \$100,000.00 for the budget period of 07/01/2015 through 06/30/2016.

B. Payment allocations shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are fulfilled and/or goods are received.

3. Budget Contingency Clause

A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Contract shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant and Grantee shall not be obligated to fulfill any provisions of this Contract.

B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Grant with no liability occurring to the State, or offer a Grant Amendment to Grantee to reflect the reduced amount.

4. Supplemental Invoices

Supplemental invoices are necessary when expenses incurred during a given quarter were not included on a previously submitted invoice. Grantees shall not include expense(s) incurred in a previous quarter on a subsequent quarterly invoice. Grantees must submit a supplemental invoice claiming only the additional expense(s) and clearly label the invoice as "Supplemental" in the heading next to the invoice period. Grantees will be required to submit documentation to OFP to substantiate the supplemental invoice. Supplemental invoices shall be submitted for payment within 60 days following the end of each calendar quarter.

5. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

Exhibit B
Budget Detail and Payment Provisions

6. Expense Allowability / Fiscal Documentation

- A. Invoices, received from a Grantee and accepted and/or submitted for payment by the State, shall not be deemed evidence of allowable Grant costs.
- B. Grantee shall maintain for review and audit and supply to CDPH upon request, adequate documentation of all expenses claimed pursuant to this Grant to permit a determination of expense allowability.
- C. If the allowability or appropriateness of an expense cannot be determined by the State 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 State. 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 G entitled, "Travel Reimbursement Information".
- E. Costs and/or expenses deemed unallowable are subject to recovery by CDPH. See Provision 7 in this Exhibit entitled, "Recovery of Overpayments" for more information.

7. Allowable Line Item Shifts

- A. Subject to the prior review and approval of the State through a formal amendment to this agreement, the Grantee may shift up to 10 percent of the annual allocation under the agreement, provided that the total of all line item shifts over the life of the contract does not exceed \$15,000.
- B. Line item shifts may be proposed by either the State or the Grantee. If proposed by the Grantee, the Grantee shall provide to the State a detailed justification for the shift, including an explanation why the shift is necessary to carry out the purposes of the grant.

8. 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 State and/or Federal Government by one of the following options:
 - 1) Grantee's remittance to the State of the full amount of the audit exception within 30 days following the State's request for repayment;

Exhibit B
Budget Detail and Payment Provisions

- 2) A repayment schedule which is agreeable to both the State and the Grantee.
- B. The State reserves the right to select which option will be employed and the Grantee will be notified by the State 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 State'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 State, the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the Grantee's first receipt of State's notice requesting reimbursement of questioned audit costs or disallowed expenses.

9. Timely Submission of Final Invoice

- A. A final undisputed invoice shall be submitted for payment no more than 60 calendar days following the expiration or termination date of this Grant, unless a later or alternate deadline is agreed to in writing by OFP. Said invoice should be clearly marked "Final Invoice", thus indicating that all payment obligations of the State under this Grant have ceased and that no further payments are due or outstanding.
- B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Grantee fails to obtain prior written State approval of an alternate final invoice submission deadline. Written State approval shall be sought from OFP prior to the expiration or termination date of this Grant.
- C. The Grantee is hereby advised of its obligation to submit, with the final invoice, a "Contractor's Release (Exhibit F)" acknowledging submission of the final invoice to the State and certifying the approximate percentage amount, if any, of recycled products used in performance of this Grant.

10. Prohibited Expenses

The Grantee shall not use Grant funds to supplant any existing program funding. Grantee shall not use funds from this Grant for reimbursement of the costs related to any of the following goods, services, or activities:

Exhibit B
Budget Detail and Payment Provisions

- A. Bonuses/Commissions: Bonuses and commissions paid from Grant funds are prohibited.
- B. Lobbying: Grant funds may not be used for lobbying activities. Lobbying is an attempt to influence public officials in connection with the awarding of contracts, grants, or loans.
- C. Fund-raising: Grant funds shall not be used for fund raising activities, with the exception of securing the required community in-kind match up to a total amount of \$1,500.
- D. Purchase of Real Property: Grant funds cannot be used to purchase real property.
- E. Interest: The cost of interest payments is not an allowable expenditure.
- F. Lease-Purchase Options: It is prohibited to use Grant funds to enter into a lease-purchase contract for the purchase of equipment or any other personal property, or for the purchase of real property.
- G. Grant Writing: All costs associated with responding to any RFA and preparing the application are not reimbursable expenses.
- H. Clinical Services: Grant funds shall not be used to provide clinical services related to reproductive health, including diagnosis and treatment of infections and condition, including cancers, that threaten reproductive capability, medical family planning treatment and procedures, including contraceptive supplies and follow-up.
- I. Religious Doctrine/Benefits: The Grantee must comply with the mandates of the California Constitution (Article XVI, Section 5), which prohibit the use of public funds to aid any religious sect, church, creed, or sectarian purpose. Program activities shall not include sectarian beliefs and/or information related to the doctrines of any religious group or organization.
- J. Mental Health Counseling: Grant funds shall not be used to provide mental health counseling services to youth or other target populations. For purposes of this grant agreement, these services are formal assessment, evaluation, analysis, or treatment of a client/patient's psychiatric disorder by a licensed psychiatric provider, either individually or in a group setting.
- K. Existing Programs: Grant funds shall not be used to support pre-existing programs (outreach, counseling, educational, or other) funded by other public or private sources.
- L. Health Insurance: Grant funds shall not be used to pay for project participant's enrollment in any type of health insurance program. A client, who does not have

Exhibit B
Budget Detail and Payment Provisions

insurance and is in need of reproductive health clinical services, can be referred to a Family PACT provider who will provide services to eligible participants at no cost.

M. Food and Refreshment:

- 1) The purchase of food and refreshments for anyone other than the target population is prohibited.
- 2) Food and refreshment must be used as an incentive and only provided to the target population during prevention or educational activities, not for personnel, at health fairs, or collaborative meetings.
- 3) OFP recommends contributions for food or food incentives, from local community vendors, continue to be recommended in lieu of allocating funds.
- 4) The OFP PC and CM must pre-approve the use of food incentives.

N. Project Planning Costs: Funds shall not be used for project planning purposes, e.g. conducting needs assessments used for the application, developing curricula, planning a media campaign, etc.

Exhibit B Attachment i
Budget
(Year 1)
(07/01/2011 through 06/30/2012)

Personnel

Position Title	# of Staff	Annual Salary Range	FTE %	Annual Cost
Project Director	0	\$0 - \$0	0%	\$ 0
Project Coordinator	1	\$53,415 - \$67,344	30%	\$ 20,203
Health Educator	1	\$35,303 - \$45,962	82%	\$ 37,690
			Total Salary	\$ 57,893
			Fringe Benefits (47%)	\$ 27,210
			Total Personnel	\$ 85,103

Operating Expenses

Facilities 200 sq. ft. @ \$2.00 sq. ft. per total FTE per year	\$0
Expendable supplies & minor equip < \$5,000	\$1,213
Training	\$1,274
Travel	\$3,000
Communications	\$900

Total Operating Expenses \$ 6,387

Subcontracts

Personnel	Operating Expenses	Travel	Subcontracts	Indirect Costs	Total Costs
\$0	\$0	\$0	\$0	\$0	\$0

Total Subcontracts \$ 0

Other Costs

Educational Materials	\$0
Participation Materials	\$0

Total Other Costs \$ 0

Indirect Costs (11% of Total Personnel)

Indirect Costs \$ 8,510

Annual Budget Total \$ 100,000

Exhibit B Attachment 1
Budget
(Year 2)
(07/01/2012 through 06/30/2013)

Personnel

Position Title	# of Staff	Annual Salary Range	FTE %	Annual Cost
Project Director	0	\$0 - \$0	0%	\$ 0
Project Coordinator	1	\$53,415 - \$67,344	30%	\$ 20,203
Health Educator	1	\$35,303 - \$45,962	82%	\$ 37,690
		Total Salary		\$ 57,893
		Fringe Benefits (47%)		\$ 27,210
			Total Personnel	\$ 85,103

Operating Expenses

Facilities 200 sq. ft. @ \$2.00 sq. ft. per total FTE per year	\$0
Expendable supplies & minor equip <\$5,000	\$1,213
Training	\$1,274
Travel	\$3,000
Communications	\$900

Total Operating Expenses \$ 6,387

Subcontracts

Personnel	Operating Expenses	Travel	Subcontracts	Indirect Costs	Total Costs
\$0	\$0	\$0	\$0	\$0	\$0

Total Subcontracts \$ 0

Other Costs

Educational Materials	\$0
Participation Materials	\$0

Total Other Costs \$ 0

Indirect Costs (8.5% of Total Personnel)

Indirect Costs \$ 8,510

Annual Budget Total \$ 100,000

Exhibit B Attachment III
Budget
(Year 3)
(07/01/2013 through 06/30/2014)

Personnel

Position Title	# of Staff	Annual Salary Range	FTE %	Annual Cost
Project Director	0	\$0 - \$0	0%	\$ 0
Project Coordinator	1	\$53,415 - \$67,344	30%	\$ 20,203
Health Educator	1	\$35,303 - \$45,962	82%	\$ 37,690
		Total Salary		\$ 57,893
		Fringe Benefits (47%)		\$ 27,210
		Total Personnel		\$ 85,103

Operating Expenses

Facilities 200 sq. ft. @ \$2.00 sq. ft. per total FTE	
per year	\$0
Expendable supplies & minor equip < \$5,000	\$1,213
Training	\$1,274
Travel	\$3,000
Communications	\$900

Total Operating Expenses \$ 6,387

Subcontracts

Personnel	Operating Expenses	Travel	Subcontracts	Indirect Costs	Total Costs
\$0	\$0	\$0	\$0	\$0	\$0

Total Subcontracts \$ 0

Other Costs

Educational Materials	\$0
Participation Materials	\$0

Total Other Costs \$ 0

Indirect Costs (8% of Total Personnel)

Indirect Costs \$ 8,510

Annual Budget Total **\$ 100,000**

Exhibit B Attachment B
Budget
(Year 4)
 (07/01/2014 through 06/30/2015)

Personnel

Position Title	# of Staff	Annual Salary Range	FTE %	Annual Cost
Project Director	0	\$0 - \$0	0%	\$ 0
Project Coordinator	1	\$53,415 - \$67,344	30%	\$ 20,203
Health Educator	1	\$35,303 - \$45,962	82%	\$ 37,690
		Total Salary		\$ 57,893
		Fringe Benefits (47%)		\$ 27,210
		Total Personnel		\$ 85,103

Operating Expenses

Facilities 200 sq. ft. @ \$2.00 sq. ft. per total FTE	
per year	\$0
Expendable supplies & minor equip < \$5,000	\$1,213
Training	\$1,274
Travel	\$3,000
Communications	\$900

Total Operating Expenses \$ 6,387

Subcontracts

Personnel	Operating Expenses	Travel	Subcontracts	Indirect Costs	Total Costs
\$0	\$0	\$0	\$0	\$0	\$0

Total Subcontracts \$ 0

Other Costs

Educational Materials	\$0
Participation Materials	\$0

Total Other Costs \$ 0

Indirect Costs (1.5% of Total Personnel)

Indirect Costs \$ 8,510

Annual Budget Total \$ 100,000

**Exhibit B Attachment of
Budget
(Year 5)
(07/01/2015 through 06/30/2016)**

Personnel

Position Title	# of Staff	Annual Salary Range	FTE %	Annual Cost
Project Director	0	\$0 - \$0	0%	\$ 0
Project Coordinator	1	\$53,415 - \$67,344	30%	\$ 20,203
Health Educator	1	\$35,303 - \$45,962	82%	\$ 37,690
		Total Salary		\$ 57,893
		Fringe Benefits (47%)		\$ 27,210
			Total Personnel	\$ 85,103

Operating Expenses

Facilities 200 sq. ft. @ \$2.00 sq. ft. per total FTE per year	\$0
Expendable supplies & minor equip < \$5,000	\$1,213
Training	\$1,274
Travel	\$3,000
Communications	\$900

Total Operating Expenses \$ 6,387

Subcontracts

Personnel	Operating Expenses	Travel	Subcontracts	Indirect Costs	Total Costs
\$0	\$0	\$0	\$0	\$0	\$0

Total Subcontracts \$ 0

Other Costs

Educational Materials	\$0
Participation Materials	\$0

Total Other Costs \$ 0

Indirect Costs (10% of total personnel)

Indirect Costs \$ 8,510

Annual Budget Total \$ 100,000

Special Terms and Conditions

(For federally funded service contracts or agreements and grant agreements)

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

The terms "contract", "Contractor" and "Subcontractor" shall also mean, "agreement", "grant", "grant agreement", "Grantee" and "Subgrantee" respectively.

The terms "California Department of Public Health" and "CDPH" shall have the same meaning and refer to the California State agency that is a party to this Agreement.

This exhibit contains provisions that require strict adherence to various contracting laws and policies. 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 this Agreement, the provisions are superseded by an alternate provision appearing elsewhere in this Agreement, or the applicable conditions do not exist.

Index of Special Terms and Conditions

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1. Federal Equal Opportunity Requirements

(Applicable to all federally funded agreements entered into by the California Department of Public Health (CDPH) formerly known as California Department of Health Services (CDHS).)

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or CDPH, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
- c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment

Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- g. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or CDPH may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by CDPH, the Contractor may request in writing to CDPH, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

2. Travel and Per Diem Reimbursement

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

Reimbursement for travel and per diem expenses from CDPH 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 CDPH's 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 CDPH 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 CDPH. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

3. Procurement Rules

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

a. Equipment definitions

Wherever the term equipment /property is used, the following definitions shall apply:

- (1) **Major equipment/property:** 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 CDPH or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.
 - (2) **Minor equipment/property:** A tangible item having a base unit cost of **less than \$5,000** with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement.
- 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 3. Paragraph c of Provision 3 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.

To secure equipment above the annual maximum limit of \$50,000, the Contractor shall make arrangements through the appropriate CDPH Program Contract Manager, to have all remaining equipment purchased through CDPH's Purchasing Unit. The cost of equipment purchased by or through CDPH shall be deducted from the funds available in this Agreement. Contractor shall submit to the CDPH 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 CDPH. The equipment will be delivered to the Contractor's address, as stated on the face of the Agreement, unless the Contractor notifies the CDPH Program Contract Manager, in writing, of an alternate delivery address.

- (2) All equipment purchases are subject to Paragraphs d through h of Provision 3. Paragraph b of Provision 3 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, or bid 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 CDPH, prior written authorization from the appropriate CDPH 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 CDPH, 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 CDPH (e.g., when CDPH has a need to monitor certain purchases, etc.), CDPH may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. CDPH reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that CDPH 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. CDPH 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 3 by giving the Contractor no less than 30 calendar days written notice.

4. Equipment Ownership / Inventory / Disposition

(Applicable to agreements in which equipment and/or property is furnished by CDPH and/or when said items are purchased or reimbursed with state or federal funds.)

- a. Wherever the terms equipment and/or property are used in Provision 4, the definitions in Provision 3, Paragraph a, shall apply.

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

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

Upon receipt of equipment and/or property, the Contractor shall report the receipt to the CDPH Program Contract Manager. To report the receipt of said items and to receive property tags, Contractor shall use a form or format designated by CDPH's Asset Management Unit. If the appropriate form (i.e., Contractor Equipment Purchased with CDPH Funds) does not accompany this Agreement, Contractor shall request a copy from the CDPH Program Contract Manager.

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

(a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).

(b) Submit the inventory report to CDPH according to the instructions appearing on the inventory form or issued by the CDPH Program Contract Manager.

(c) Contact the CDPH Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by CDPH's Asset Management Unit.

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

c. Unless otherwise stipulated, CDPH 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 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 property.

- (1) In administering this provision, CDPH may require the Contractor and/or Subcontractor to repair or replace, to CDPH's satisfaction, any damaged, lost or stolen state equipment and/or 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 CDPH Program Contract Manager.

- e. Unless otherwise stipulated by the program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, shall only be used for performance of this Agreement or another CDPH 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 property to the CDPH Program Contract Manager and shall, at that time, query CDPH as to the requirements, including the manner and method, of returning state equipment and/or property to CDPH. Final disposition of equipment and/or property shall be at CDPH expense and according to CDPH instructions. Equipment and/or property disposition instructions shall be issued by CDPH immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, CDPH may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different CDPH agreement.

g. **Motor Vehicles**

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

- (1) If motor vehicles are purchased/reimbursed with agreement funds or furnished by CDPH 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 CDPH and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to CDPH.
- (2) If motor vehicles are purchased/reimbursed with agreement funds or furnished by CDPH 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 CDPH 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 CDPH 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 extension period 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 CDPH 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 CDPH Program Contract Manager. The certificate of insurance shall identify the CDPH contract or agreement number for which the insurance applies.
- (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 CDPH.
- (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 Public Health (CDPH)).
 - [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 CDPH, 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 each 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 CDPH, 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, CDPH may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

5. 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 costing \$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 following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:
 - (a) A local governmental entity or the federal government,
 - (b) A State college or university from any State,
 - (c) A Joint Powers Authority,
 - (d) An auxiliary organization of a California State University or a California community college,
 - (e) A foundation organized to support the Board of Governors of the California Community Colleges,
 - (f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,
 - (g) Entities of any type that will provide subvention aid or direct services to the public,
 - (h) Entities and/or service types identified as exempt from advertising in State Contracting Manual 5.80. View this publication at the following Internet address:

<http://www.ols.dgs.ca.gov/Contract+Manual/Chapters4through6.htm>.

- b. CDPH reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.
 - (1) Upon receipt of a written notice from CDPH requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by CDPH.
- c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of \$5,000 or more are subject to the prior review and written approval of CDPH. CDPH may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by CDPH.
- d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by CDPH, make copies available for approval, inspection, or audit.
- e. CDPH assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.
- f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.
- g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.
- h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

"(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from CDPH to the Contractor, to permit CDPH or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."
- i. Unless otherwise stipulated in writing by CDPH, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.
- j. 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, 8, 10, 11, 12, 13, 14, 17, 19, 20, 24, and 31 or other numbered provisions herein that deemed applicable.

6. Income Restrictions

Unless otherwise stipulated in this Agreement, the Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Agreement shall be paid by the Contractor to CDPH, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by CDPH under this Agreement.

7. Audit and Record Retention

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

- a. The Contractor and/or Subcontractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- b. The Contractor's and/or subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection,

audit, and reproduction.

- c. Contractor agrees that CDPH, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896).
- d. The Contractor and/or Subcontractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.
 - (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
 - (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- e. The Contractor and/or Subcontractor shall comply with the above requirements and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code § 10115.10, if applicable.
- f. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.
- g. The Contractor shall, if applicable, comply with the Single Audit Act and the audit reporting requirements set forth in OMB Circular A-133.

8. 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.

9. Federal Contract Funds

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
- b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this

Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.

- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- d. CDPH has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

10. Intellectual Property Rights

a. Ownership

- (1) Except where CDPH has agreed in a signed writing to accept a license, CDPH 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 CDPH 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 CDPH's Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of CDPH's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of CDPH. **Except as otherwise set forth herein, neither the Contractor nor CDPH 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 CDPH, Contractor agrees to abide by all license and confidentiality restrictions applicable to CDPH in the third-party's license agreement.
- (4) Contractor agrees to cooperate with CDPH in establishing or maintaining CDPH's exclusive rights in the Intellectual Property, and in assuring CDPH's 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 CDPH all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or CDPH and which result directly or indirectly from this Agreement or any subcontract.

- (5) Contractor further agrees to assist and cooperate with CDPH 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 CDPH's 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 CDPH 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 CDPH, 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 CDPH 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 Paragraph a, subparagraph (2)(a) of this provision] 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 CDPH to any work product made, conceived, derived from, or reduced to practice by Contractor or CDPH 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 CDPH and which result directly or indirectly from this Agreement, shall include CDPH's notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2007, etc.], Department of Public Health. This material may not be reproduced or disseminated without prior written permission from the Department of Public Health." 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 CDPH a license as described under Section 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 CDPH, without additional compensation, all its right, title and interest in and to such inventions and to assist CDPH 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

CDPH's prior written approval; and (ii) granting to or obtaining for CDPH, without additional compensation, a license, as described in Section 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 these terms is unattainable, and CDPH 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 CDPH.

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 CDPH 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 CDPH 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) CDPH 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 CDPH 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 CDPH's 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 CDPH 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. CDPH reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against CDPH.

- (2) Should any Intellectual Property licensed by the Contractor to CDPH under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve CDPH's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to CDPH. CDPH 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 CDPH 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, CDPH 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 CDPH for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges CDPH would suffer irreparable harm in the event of such breach and agrees CDPH 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, CDPH 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.

11. Air or Water Pollution Requirements

Any federally funded agreement and/or subcontract in excess of \$100,000 must comply with the following provisions unless said agreement is exempt under 40 CFR 15.5.

- a. Government contractors agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act [42 U.S.C. 1857(h)], section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended.

12. Prior Approval of Training Seminars, Workshops or Conferences

Contractor shall obtain prior CDPH approval of the location, costs, dates, agenda, instructors, instructional

materials, and attendees at any reimbursable training seminar, workshop, or conference conducted pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under this Agreement in any media. This provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor or Subcontractor to conduct routine business matters.

13. 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, its 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 CDPH 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 CDPH without prior written authorization from the CDPH 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.
- f. As deemed applicable by CDPH, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

14. 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 contractual 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 or agreements 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.

15. Dispute Resolution Process

- a. A Contractor grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Contractor and CDPH, the Contractor must seek resolution using the procedure outlined below.
 - (1) The Contractor should first informally discuss the problem with the CDPH Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall 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 therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.

- (2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with 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.
- b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).
- c. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.
- d. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Program Contract Manager.
- e. There are organizational differences within CDPH's 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 CDPH 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.

16. Financial and Compliance Audit Requirements

- a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.
- b. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code section 38030).
- c. The Contractor, as indicated below, agrees to obtain one of the following audits:
 - (1) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives \$25,000 or more from any State agency under a direct service contract or agreement; the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
 - (2) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives less than \$25,000 per year from any State agency under a direct service contract or agreement, the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
 - (3) If the Contractor is a State or Local Government entity or Nonprofit organization (as defined by the

Federal Office of Management and Budget [OMB] Circular A-133) and expends \$500,000 or more in Federal awards, the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in OMB Circular A-133 entitled "Audits of States, Local Governments, and Non-Profit Organizations". An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:

- (a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or
 - (b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.
- (4) If the Contractor submits to CDPH a report of an audit other than an OMB A-133 audit, the Contractor must also submit a certification indicating the Contractor has not expended \$500,000 or more in federal funds for the year covered by the audit report.
- d. Two copies of the audit report shall be delivered to the CDPH program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the CDPH Program Contract Manager shall forward the audit report to CDPH's Audits and Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.
 - e. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Contractor's total revenue. The CDPH program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.
 - f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.
 - g. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.
 - h. Nothing in this provision limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.
 - i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.
 - j. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.
 - k. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

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

17. Human Subjects Use Requirements

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

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

18. Novation Requirements

If the Contractor proposes any novation agreement, CDPH shall act upon the proposal within 60 days after receipt of the written proposal. CDPH 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, CDPH will initiate an amendment to this Agreement to formally implement the approved proposal.

19. Debarment and Suspension Certification

(Applicable to all agreements funded in part or whole with federal funds.)

- a. By signing this Agreement, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.
- b. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and
 - (4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
 - (5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
 - (6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the CDPH Program Contract Manager.

- d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
- e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDPH may terminate this Agreement for cause or default.

20. Smoke-Free Workplace Certification

(Applicable to federally funded agreements/grants and subcontracts/subawards, that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)

- a. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.
- b. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.
- c. By signing this Agreement, Contractor or Grantee certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.
- d. Contractor or Grantee further agrees that it will insert this certification into any subawards (subcontracts or subgrants) entered into that provide for children's services as described in the Act.

21. Covenant Against Contingent Fees

(Applicable only to federally funded agreements.)

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

22. Payment Withholds

(Applicable only if a final report is required by this Agreement. Not applicable to government entities.)

Unless waived or otherwise stipulated in this Agreement, CDPH may, at its discretion, withhold 10 percent (10%) of the face amount of the Agreement, 50 percent (50%) of the final invoice, or \$3,000 whichever is greater, until CDPH receives a final report that meets the terms, conditions and/or scope of work requirements of this Agreement.

23. Performance Evaluation

(Not applicable to grant agreements.)

CDPH may, at its discretion, evaluate the performance of the Contractor at the conclusion of this Agreement. If performance is evaluated, the evaluation shall not be a public record and shall remain on file with CDPH. Negative performance evaluations may be considered by CDPH prior to making future contract awards.

24. Officials Not to Benefit

No members of or delegate of Congress or the State Legislature shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this Agreement if made with a corporation for its general benefits.

25. Four-Digit Date Compliance

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

Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) 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.

26. 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.

27. Use of Small, Minority Owned and Women's Businesses

(Applicable to that portion of an agreement that is federally funded and entered into with institutions of higher education, hospitals, nonprofit organizations or commercial businesses.)

Positive efforts shall be made to use small businesses, minority-owned firms and women's business enterprises, whenever possible (i.e., procurement of goods and/or services). Contractors shall take all of the following steps to further this goal.

- (1) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
- (2) Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
- (3) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
- (4) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
- (5) Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

28. Alien Ineligibility Certification

(Applicable to sole proprietors entering federally funded agreements.)

By signing this Agreement, the Contractor certifies that he/she is not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act. (8 U.S.C. 1601, et seq.)

29. Union Organizing

(Applicable only to grant agreements.)

Grantee, by signing this Agreement, hereby acknowledges the applicability of Government Code Sections 16645 through 16649 to this Agreement. Furthermore, Grantee, by signing this Agreement, hereby certifies that:

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

30. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

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

- a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.
- b. As used herein, fringe benefits do not include:
 - (1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.
 - (2) Director's and executive committee member's fees.
 - (3) Incentive awards and/or bonus incentive pay.
 - (4) Allowances for off-site pay.
 - (5) Location allowances.
 - (6) Hardship pay.
 - (7) Cost-of-living differentials
- c. Specific allowable fringe benefits include:
 - (1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.
- d. To be an allowable fringe benefit, the cost must meet the following criteria:
 - (1) Be necessary and reasonable for the performance of the Agreement.
 - (2) Be determined in accordance with generally accepted accounting principles.
 - (3) Be consistent with policies that apply uniformly to all activities of the Contractor.
- e. Contractor agrees that all fringe benefits shall be at actual cost.

f. Earned/Accrued Compensation

- (1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See Provision f (3)(a) for an example.
- (2) For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.
- (3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the Agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.

(a) **Example No. 1:**

If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a one year agreement. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of an agreement, the Contractor during a one-year budget period may only claim up to three weeks of vacation and twelve days of sick leave as actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the Agreement are not an allowable cost.

(b) **Example No. 2:**

If during a three-year (multiple year) agreement, John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).

(c) **Example No. 3:**

If during a single year agreement, John Doe works fifty weeks and used one week of vacation and one week of sick leave and all fifty-two weeks have been billed to CDPH, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

31. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded agreements in excess of \$100,000 per Section 1352 of the 31, U.S.C.)

a. Certification and Disclosure Requirements

- (1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.
- (2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.
- (3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:

- (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
 - (b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
 - (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- (4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.
- (5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDPH Program Contract Manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Contractor

Printed Name of Person Signing for Contractor

Contract / Grant Number

Signature of Person Signing for Contractor

Date

Title

After execution by or on behalf of Contractor, please return to:

California Department of Public Health

CDPH reserves the right to notify the contractor in writing of an alternate submission address.

CERTIFICATION REGARDING LOBBYING

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Approved by OMB
0348-0046

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract</p> <p>b. grant</p> <p>c. cooperative agreement</p> <p>d. loan</p> <p>e. loan guarantee</p> <p>f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application</p> <p>b. initial award</p> <p>c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing</p> <p>b. material change</p> <p>For Material Change Only:</p> <p>Year _____ quarter _____</p> <p>date of last report _____.</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee</p> <p>Tier _____, if known:</p> <p>Congressional District, If known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, If known:</p>	
<p>6. Federal Department/Agency</p>	<p>7. Federal Program Name/Description:</p> <p>CDFA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$ _____</p>	
<p>10.a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI):</p>	<p>b. Individuals Performing Services (including address if different from 10a. (Last name, First name, MI):</p>	
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. required disclosure shall be subject to a not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>	
<p>Federal Use Only</p>		<p>Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)</p>

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Exhibit E
Additional Provisions

1. Additional Incorporated Exhibits

The following documents and any subsequent updates are not attached, but are incorporated herein and made a part hereof by this reference. The Grantee is required to fully comply with the directives in each document incorporated by reference herein and each update thereto. These documents may be updated periodically by OFP, as required by program directives, or change in law or policy. Unless otherwise indicated, OFP shall provide the Grantee with copies of said documents at or before the agreement is presented to the Grantee for review, acceptance, and signature and will require acknowledgement of receipt. Periodic updates to the below listed documents that are not electronically accessible via the Internet, an Extranet link or other mechanism will be presented to the Grantee under separate cover and acknowledgement of receipt will be required. OFP will maintain on file, all documents referenced herein and any subsequent updates.

- 1) Information and Education (I&E) Request for Applications (RFA) #11-10017 dated November 29, 2010 and all subsequent Addenda to the CCG RFA #11-10017
- 2) Grantee Application and all Exhibits/Attachment submitted in response to I&E RFA #11-10017 dated November 29, 2010
- 3) Grantee Workplan
- 4) I&E Program Manual
- 5) I&E Program Policy Letters
- 6) Federal Financial Participation User's Guide for the I&E Program dated November 2010

2. Avoidance of Conflicts of Interest by Grantee

- A. CDPH 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, CDPH 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 CDPH 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

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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 CDPH 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 CDPH to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, the conflict will be grounds for terminating the contract. CDPH may, at its discretion upon receipt of a written request from the Grantee, authorize an extension of the timeline indicated herein.

3. Domestic Partners

This provision supersedes and replaces Provision 7 (Domestic Partners) in the Department of General Services' Contractor Certification Clauses incorporated by reference within the General Terms and Conditions (GTC) cited on the face of the Agreement. Based upon an existing program exemption from Chapter 2 of Part 2 of Division 2 of the Public Contract Code that applies to this Agreement, CDPH concludes that this Agreement is not subject to the requirements of Public Contract Code Section 10295.3 governing domestic partners.

4. Governing Law

In addition to Exhibit C, Provision 14. Governing Law, Grantee also agrees to the following:

- A. If it is necessary to interpret this Contract, all applicable laws may be used as aids in interpreting the Contract. However, the parties agree that any such applicable laws shall not be interpreted to create contractual obligations upon CDPH or Grantee, unless such applicable laws are expressly incorporated into this Contract in some section other than this provision, Governing Law.
- B. Grantee shall comply with all applicable requirements specified in Federal and State laws and regulations.
- C. Any provision of this Contract that is in conflict with current or future applicable Federal or State laws or regulations is hereby amended to conform to the provisions of those laws and regulations. Such amendment of the Contract shall be effective on the effective date of the statutes or regulations necessitating it, and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.

Such amendment shall constitute grounds for termination of this Contract in accordance with the procedures and provisions of Provision 9. Termination,

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Additional Provisions

Paragraph B. The parties shall be bound by the terms of the amendment until the effective date of the termination.

- D. All Policy Letters issued by OFP subsequent to the effective date of this Contract shall provide clarification of Grantee's obligations pursuant to this Contract, and/or inform and provide clarification to Grantee regarding mandated changes in State or Federal law or regulations, or pursuant to judicial interpretation, but shall not add new obligations to the Contract.

In the event CDPH determines that there is an inconsistency between this Contract and a Policy Letter, the Contract shall prevail.

5. Entire Agreement

This written Contract, any amendments, and all documents incorporated by reference shall constitute the entire agreement between the parties. No oral representations shall be binding on either party unless such representations are reduced to writing and made an amendment to the Contract consistent with Provision 6. Amendment Process.

6. Amendment Process

In addition to Exhibit C, Provision 2. Amendment, Grantee also agrees to the following:

Should either party, during the life of this Contract, desire a change in this Contract, that change shall be proposed in writing to the other party. The other party shall acknowledge receipt of the proposal within ten (10) calendar days of receipt of the proposal. The party proposing any such change shall have the right to withdraw the proposal any time prior to acceptance or rejection by the other party. Any proposal shall set forth an explanation of the reason and basis for the proposed change and the text of the desired amendment to this Contract which would provide for the change. If the proposal is accepted, this Contract shall be amended to provide for the change mutually agreed to by the parties. No amendment will be considered binding on either party until it is formally approved by the State.

7. Authority of the State

Sole authority to establish, define, or determine the scope of services in this Contract reside with the State.

Sole authority to establish or interpret policy and its application related to the scope of services will reside with the State.

The Grantee may not make any limitations, exclusions, or changes in the scope of services, any changes in definition or interpretation of the scope of services; or any changes in the administration of the Contract without an amendment to this Contract, in accordance with Provision 6. Amendment Process.

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8. Notices

All notices to be given under this Contract will be in writing and will be deemed to have been given when received by CDPH or the Grantee:

California Department of Public Health
Office of Family Planning
MS 8400, P.O. Box 997420
Sacramento, CA 95899-7420
Attn: Chief, TPP Program

Riverside County Community Health
Agency Department of Public Health
4065 County Circle Drive
Riverside, CA 92503
Attn: Laurie Bowers-Kane

9. Termination

In addition to Exhibit C, Provision 7. Termination for Cause, Grantee also agrees to the following:

A. Termination Without Cause - State

CDPH may terminate performance of work under this Contract in whole, or in part, whenever for any reason CDPH determines that the termination is in the best interest of the State. Notification shall be given at least 60 days prior to the effective date of termination. The notice shall stipulate any final performance, invoicing, or payment requirements.

B. Termination for Cause – State

CDPH reserves the right to cancel or terminate this agreement immediately for cause. The term “for cause” shall mean that the Grantee fails to meet the terms, conditions, and/or responsibilities of this Contract. Contract termination or cancellation shall be effective as of the date indicated in CDPH’s notification to the Grantee. The notice shall stipulate any final performance, invoicing, or payment requirements.

C. Termination of Obligations

All obligations to provide services under this Contract will automatically terminate on the date the contract ends. Termination under this section does not relieve Grantee of its contract termination obligations under Provision 10. Phaseout Requirements.

D. Upon receipt of a notice of termination or cancellation, the Grantee shall take immediate steps to stop performance and to cancel or reduce subsequent agreement costs.

E. In the event of early termination or cancellation, the Grantee shall be entitled to payment for all allowable costs authorized under this Contract and incurred up to the date of termination or cancellation, including authorized non-cancelable

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obligations, provided such expenses do not exceed the stated maximum amounts payable.

10. Phaseout Requirements

In addition to Exhibit D(F), Provision 4. Equipment Ownership/Inventor/Disposition, Paragraph f., Grantee also agrees to the following:

- A. The objective of the Phaseout Period is to ensure that, at the termination of this Contract, the orderly transfer of necessary documents are made from the Grantee to CDPH or to a successor Grantee, if applicable. The Grantee shall not provide services during the Phaseout Period.
- B. Phaseout for this Contract will consist of the processing, payment and monetary reconciliation(s) necessary regarding invoices for payment for services.
- C. Phaseout for the Contract will consist of the completion of all financial and reporting obligations of the Grantee. The Grantee will submit to CDPH all reports required under this Contract for the period from the last submitted report through the expiration or termination date.
- D. All information provided by the Grantee will be accompanied by letter, signed by the responsible authority, certifying, under penalty of perjury, to the accuracy and completeness of the materials supplied.
- E. Phaseout Period will commence within 60 calendar days prior to the termination or end of this Contract. Phaseout related activities conducted after the termination or end of this Contract are non-payable items.

11. Disputes

In addition to Exhibit C, Provision 6. Disputes and Exhibit D(F), Provision 15. Disputes, Grantees also agrees to the following:

This Disputes section will be used by the Grantee as the means of seeking resolution of disputes on contractual issues.

Filing a dispute will not preclude CDPH from recouping the value of the amount in dispute from the Grantee or from offsetting this amount from subsequent invoice payment(s). If the amount to be recouped exceeds 20 percent of the invoice payment, amounts of up to 20 percent will be withheld from successive invoice payments until the amount in dispute is fully recouped.

A. Disputes Resolution by Negotiation

OFP and Grantee agree to try to resolve all contractual issues by negotiation and mutual agreement at the Project Representative level. The parties recognize that

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the implementation of this policy depends on open mindedness, and the need for both sides to present adequate supporting information on matters in question.

B. Notification of Dispute

Within 15 calendar days of the date the dispute concerning performance of this Contract arises or otherwise becomes known to the Grantee, the Grantee will notify the Project Representative in writing of the dispute, describing the conduct (including actions, inactions, and written or oral communications) that it is disputing.

The Grantee's notification will state, on the basis of the most accurate information then available to the Grantee, the following:

- 1) That it is a dispute pursuant to this section.
- 2) The date, nature, and circumstances of the conduct which is subject of the dispute.
- 3) The names, phone numbers, function, and activity of each Grantee, subcontractor, CDPH/State official or employee involved in or knowledgeable about the conduct.
- 4) The identification of any documents and the substances of any oral communications involved in the conduct. Copies of all identified documents will be attached.
- 5) The reason for the Grantee's dispute.
- 6) The cost impact to the Grantee directly attributable to the alleged dispute, if any.
- 7) The Grantee's desired remedy.

The required documentation, including cost impact data, will be carefully prepared and submitted with substantiating documentation by the Grantee. This documentation will serve as the basis for any subsequent appeal.

12. Audit

In addition to Exhibit C, Provision 4. Audit and Exhibit D(F), Provision 7. Audit and Record Retention, Grantee also agrees to the following:

The Grantee will maintain such books and records necessary to disclose how the Grantee discharged its obligations under this Contract. These books and records will disclose the services provided under this Contract, the manner and amount of payment

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Additional Provisions

made for those services, the persons eligible to services, the manner in which the Grantee administered its daily business, and the cost thereof.

A. Books and Records

These books and records will include, but are not limited to, all physical records originated or prepared pursuant to the performance under this Contract including working papers, reports submitted to CDPH, financial records, and other documentation pertaining to services rendered.

B. Records Retention

Notwithstanding any other records retention time period set forth in this Contract, these books and records will be maintained for a minimum of three (3) years from the end of the Contract, unless a longer period is required by law; in which the record or data was created or applied; and for which the financial record was created or the Contract is terminated, or, in the event the Grantee has been duly notified that CDPH, Department of Health Care Services (DHCS), Department of Justice (DOJ), or the Comptroller General of the United States, or their duly authorized representatives, have commenced an audit or investigation of the Contract, until such time as the matter under audit or investigation has been resolved, whichever is later.

13. Insurance Requirements

Grantee shall comply with the following insurance requirements:

A. Commercial General Liability

The Grantee must furnish to CDPH 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 Grantee. 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 Grantee's limit of liability.

B. The certificate of insurance must identify the Agreement number for which the certificate of insurance applies and include the following provisions:

- 1) The insurer will not cancel the insured's coverage without giving 30 days prior written notice to the CDPH, and

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Additional Provisions

- 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.
- C. The Grantee agrees that the insurance required herein will remain in effect at all times during the term of the agreement. In the event said insurance coverage expires at any time or times during the term of this agreement, the Grantee 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 the agreement or for a period of not less than one year. CDPH may, in addition to any other remedies it may have, terminate this agreement on the occurrence of such event. New certificates of insurance are subject to the approval of DGS, and the Grantee agrees that no work or services shall be performed prior to such approval.
- D. CDPH will not be responsible for any payment of premiums, deductibles, or assessments on the insurance policy.

14. Inspection Rights

In addition to Exhibit D (F), Provision 8. Site Inspection, Grantee also agrees to the following:

Through the end of the records retention period specified in Provision 12. Audit, Paragraph B. Records Retention, Grantee shall allow the CDPH, DHCS, DHHS, the Comptroller General of the United States, DOJ, and other authorized State agencies, or their duly authorized representatives to inspect, monitor or otherwise evaluate the quality, appropriateness, and timeliness of services performed under this Contract, and to inspect, evaluate, and audit any and all books, records, and Facilities maintained by Grantee and subcontractors pertaining to these services at any time during normal business hours.

Books and records include, but are not limited to, all physical records originated or prepared pursuant to the performance under this Contract, including working papers, reports, financial records, and books of account, Subcontracts, information systems and procedures, and any other documentation pertaining services rendered. Upon request and through the end of the records retention period specified in Provision 12. Audit, Paragraph B. Records Retention, Grantee shall furnish any record, or copy of it, to CDPH or any other entity listed in this section, at Grantee's sole expense.

A. Facility Inspections

OFP may conduct unannounced validation reviews of the Grantee's primary or other service sites, selected at OFP's discretion, to verify compliance of these sites with State and Federal regulations and Contract requirements.

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Additional Provisions

B. Access Requirements and State's Right To Monitor

Authorized State and Federal agencies will have the right to monitor all aspects of the Grantee's operation for compliance with the provisions of this Contract and applicable Federal and State laws and regulations. Such monitoring activities will include, but are not limited to, inspection and auditing of Grantee, subcontractor, and facilities, management systems and procedures, and books and records as the Director deems appropriate, at any time during the Grantee's or other facility's normal business hours. The monitoring activities will be either announced or unannounced.

To assure compliance with the Contract and for any other reasonable purpose, the State and its authorized representatives and designees will have the right to premises access, with or without notice to the Grantee.

Staff designated by authorized State agencies will have access to all areas and the Grantee will provide, and will require any and all of its subcontractors to provide, reasonable facilities, cooperation and assistance to State representative(s) in the performance of their duties. Access will be undertaken in such a manner as to not unduly delay the work of the Grantee and/or the subcontractor(s).

15. Payment Withholds

In addition to Exhibit D(F), Provision 22. Payment Withholds, Grantee also agrees to the following:

A. Grantee is subject to the denial of payment, reduction of payment, or withhold of payment for failure to correct cited deficiencies and/or failure to provide OFP with timely and acceptable reports. OFP may reduce or withhold a scheduled grant payment if the Grantee does not meet any or all of the following:

- 1) Three repeated and uncorrected findings of deficiencies in the financial audits conducted by DHCS.
- 2) Grantee's failure to submit timely and acceptable reports.
- 3) The evaluation requirements for the grant period.
- 4) The contract requirements specified by OFP.
- 5) Grantee's failure to submit documents to support invoiced expenses.
- 6) Achievement of the objectives and activities specified in the Workplan and/or Exhibit A, Attachment 3, Scope of Services.

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Additional Provisions

- B. Upon receipt and approval of the Final Progress Report each year, OFP may pay all or a portion of any previously withheld funds based on the Grantee's achievement of the project Workplan, reporting requirements, and applicable match requirements.
- C. The State reserves the right to demand immediate repayment of any annual initial allotment that has not yet been fully offset if Grantee fails to submit timely and acceptable reports.

16. Corrective Actions

Upon written notice by OFP of any problems related to the submittal of reports required under this Contract, or upon written notice by OFP of noted concerns and/or contractual deficiencies, Grantee shall submit Corrective Actions with measurable benchmarks within 15 days from the date of OFP's written notice to Grantee. Within 30 days of OFP's receipt of Grantees Corrective Action plan, OFP shall approve the Corrective Action plan or request revisions. Within 15 days after receipt of a request for revisions to the Corrective Action Plan, Grantee shall submit a revised Corrective Action Plan for OFP approval.

Grantee shall ensure that a Corrective Action Plan is developed to correct cited deficiencies and that corrections are completed and verified within the established guidelines established by OFP.

17. Disallowed Activities

Use of Contract funds for any of the following activities, is grounds for termination pursuant to Provision 9. Termination, Paragraph B:

1. Case Management

The development of case plans for the evaluation, treatment, and/or care of individuals who are unable to arrange for services on their own behalf; assess the individual's needs and coordinate the delivery of needed services; ensure that services are obtained in accordance with the case plan; and follow up and monitor progress to ensure that services are having an impact on the problem. This includes coordination and assurance in health services, legal services, social services, and victim services, whether these services are offered to individuals or reached through group based interventions.

2. Clinical Services

Delivery of clinical services related to reproductive health, including diagnosis and treatment of infections and conditions, including cancers that threaten

Exhibit E
Additional Provisions

reproductive capability, and medical family planning treatment and procedures, including contraceptive supplies and follow-up.

3. Curriculum Development

Contract funds shall not be used to develop or test new non-evaluated or modified curriculum.

4. Existing Programs

Contract funds shall not be used to support pre-existing programs (outreach, counseling, educational or other) funded by other public or private sources.

5. Fund Raising

Contract funds shall not be used for fund raising activities.

6. Grant Writing

Costs associated with responding to any Request for Applications are not reimbursable with Contract funds.

7. Health Insurance

Contract funds shall not be used to pay for project participant's enrollment in any type of health insurance program. A client, who does not have insurance and is in need of reproductive health clinical services, can be referred to a Family PACT provider who will provide services to eligible participants at no cost.

8. Mental Health Counseling

Contract funds shall not be used to provide mental health counseling services for youth or other targeted populations.

9. Religious Doctrine/Beliefs

The Grantee shall comply with the mandates of the California Constitution (Article XVI, Section 5), which prohibit the use of public funds to aid any religious sect, church, creed or sectarian purpose. Program activities shall not include sectarian beliefs and/or information related to the doctrines of any religious group or organization.

10. Lobbying

Contract funds will not be used to support lobbying activities. Lobbying is defined as communicating with a member of a legislative body, or a government official or employee, with the intention of impacting the formulation of legislation; or

Exhibit E
Additional Provisions

swaying the general public with the specific intention of promoting a "yes" or "no" vote on a particular piece of legislation. Educating legislators, their staff, government employees, or the general public about OFP, CCG, or teen pregnancy prevention related issues is not considered lobbying.

11. **Abstinence**

As described in I&E RFA #11-10017, Section I,C.3.c, OFP will not support abstinence-only, abstinence-only-until-marriage, and fear-based interventions, activities, and/or curriculum implementation.

18. **Word Usage**

Unless the context of this Contract clearly requires otherwise, (a) the plural and singular numbers shall each be deemed to include the other; (b) the masculine, feminine, and neuter genders shall each be deemed to include the others; (c) "shall," "will," "must," or "agrees" are mandatory, and "may" is permissive; (d) "or" is not exclusive; and (e) "includes" and "including" are not limiting.

Exhibit E, Attachment I
Definitions

1. Adolescent Family Life Program (AFLP) – AFLP is a case management program that focuses on the coordination of client services ensuring healthy pregnancy outcomes, promotes personal health and safety practices, improves, social and economic well-being of pregnant and parenting teens 20 years of age for females and through 21 for males.
2. California Department of Public Health - The California Department of Public Health (CDPH) is the state agency responsible for public health in California. It is a subdivision of the California Health and Human Services Agency. CDPH is dedicated to optimizing the health and well-being of the people in California.
3. Clinical Services – Personal family planning reproductive health care with a focus on access to all family planning methods; individualized education and counseling about positive sexual practices and relationships; and, prevention of conditions that threaten reproductive capability including diagnosis and treatment of sexually transmitted infections (STIs), HIV testing and limited cancer screening.
4. Collaboration – The process by which citizens, agencies, organizations, and businesses make formal, sustained commitments for working together to accomplish a shared vision. It involves two or more agencies sharing information and resources to achieve common goals.
5. Contract – Means the written agreement between CDPH and the Contractor/Grantee.
6. Contract Manager – The fiscal agent for the agreement between the Grantee and the State of California. Responsible for maintaining all official documentation from Grantee and executed grant agreements.
7. Corrective Actions – Means specific identifiable activities or undertaking of the Grantee that address program deficiencies or problems.
8. Culturally Appropriate – The organization's capacity to design and implement programs, interventions, and services which effectively incorporate cultural and language barriers to the delivery of appropriate and necessary services.
9. Evidence-based Programs/Curriculums – Programs/curriculums are considered evidence based if it has been shown to have evidence of having a positive impact on the outcomes that they are designed to change through a set of stringent scientific literature reviews and criteria. Evidence based programs/curriculums have been evaluated using a defined set of rigorous standards to assess the quality of the research design, research implementation methodology, and the efficacy of the program.
10. Family PACT Program – A state program that provides comprehensive family planning services to low income men and women with a family income at or below 200 percent of the federal poverty level with no other source of family planning coverage. Eligible persons are individuals at risk of pregnancy or causing pregnancy who do not qualify for Medi Cal

Exhibit E, Attachment I
Definitions

and do not have access to health insurance. Eligibility is determined at the provider's office with a point of service activation of a client membership card.

11. Federal Financial Participation (FFP) Funding - Medicare and Medicaid federal regulations allow matching for administrative activities at a dollar-for-dollar match for the majority of expenses necessary for the efficient administration of the Medi-Cal program. The I&E Program has been approved by Medi-Cal to receive FFP reimbursement for federally reimbursable activities. The CDPH, OFP makes available reimbursement of FFP funds for I&E Program activities and selected administrative expenses. This reimbursement is provided through matching Title XIX Medi-Cal (Medicaid) with OFP-allocated State General Funds or with local certified county/city government funds to maximize funding for I&E Program.
12. Federal Medi-Cal Title XIX—Funds only those activities that are necessary for the proper and efficient administration of the State's Medi-Cal program. This refers to "Outreach" activities to reach potential Medi-Cal eligibles and assisting them with "access" to Medi-Cal services.
13. Goals – A broad statement, or long-term objective, of a program's impact.
14. Good Standing - A Grantee may be deemed in "Good Standing" with OFP for purposes of this grant provided the following conditions are met: 1) Grantee is in compliance with all Contract requirements such as, but not limited to, timely submission of monthly performance reports, progress reports, and invoices; 2) Grantee is meeting the objectives of the Workplan; and 3) Grantee is complying with all policies, procedures, and program letters related to administrative and programmatic compliance as outlined by OFP.
15. Grant Agreement – A statutorily based formal agreement between the CDPH and a successful applicant agency awarded funds for the implementation of a CCG local project. A Grant Agreement is also referred to as Contract for purposes of this Grant Agreement. A Grant Agreement delineates how the grant funds are to be spent; the services to be provided by the applicant, the budget, and the evaluation process and payment provisions. Grant Agreements are exempt from review and approval from the Department of General Services.
16. Grantee – The agency with whom the State has a formal written Grant Agreement/Contract.
17. In-Kind Contribution – Non-monetary resources and services contributed by an outside entity/individual, to assist the program in carrying out its goals, objectives, and activities.
18. Intermediate Outcome – The desired result of a program's intervention(s) that can be expected within 3-4 years of the Grant cycle. Results may include positive effects on behaviors, knowledge, attitudes, or conditions such as access to services.

Exhibit E, Attachment I
Definitions

19. Intervention – Specific programmatic activities/strategies that have sufficient strength to improve selected determinants that have been identified.
20. Local Government Non-Federal Funds – Local government (city, county or non-federal tribal) funds may be used as matching funds to obtain FFP reimbursement.
21. Linguistically Appropriate – Accessibility to service providers who can communicate effectively in the language of their clients.
22. Modified Curriculum – A curriculum derived from a compilation of two or more evaluated curriculum for use by an educator, author or agency/institution for the purposes of adapting the content to more effectively address cultural, linguistic or the learning needs of a target population.
23. Non-Evaluated Curriculum – A curriculum that has not been peer reviewed, field tested, and published in at least one professional journal. The outcome objectives desired have not been shown to be significant and effective with the target population(s).
24. Non Evidence Based Program/Curriculum – Programs/curriculums that have not been independently reviewed against a set of stringent criteria for the quality of their research design, research implementation methods, and their strength of effectiveness, regardless of whether it has been published in a peer reviewed professional, scientific journal.
25. Office of Family Planning – The Office of Family Planning (OFP) is charged by the California Legislature " to make available to citizens of the State who are of childbearing age comprehensive medical knowledge, assistance, and services relating to the planning of families". The purpose of family planning is to provide women and men a means by which they decide for themselves the number, timing, and spacing of their children. The OFP is a division within the Center for Family Health, California Department of Public Health, and is overseen by the California Health and Human Services Agency.
26. Policy Letters – Means a document that has been dated and issued by OFP, and provides clarification of the Grantee's obligations pursuant to this Contract, and clarifies mandated changes in State or Federal statutes or regulations, or pursuant to judicial interpretation, but does not add new obligations to the Contract.
27. Program Consultant – The primary contact person for the OFP funded Grantee. Monitors and provides oversight on all grantee contract deliverables. Provides technical assistance and assists with program requirements; provides consultation on program development and implementation to grantees.
28. Project Representative - The administrative, fiscal, and legal agent for the Contract between the Grantee and the State of California.

Exhibit E, Attachment I
Definitions

29. Regional Network – A group of several Grantees assigned to a geographic region for the purpose of developing broad collaborative efforts to increase the visibility of teen pregnancy prevention efforts and issues.
30. Short-Term Outcome – The desired result of a program’s intervention evaluated for immediate changes in behavior, knowledge or attitude or the completion of a short-term product such as a plan.
31. State – Means the State of California.
32. State General Fund (SGF)–Funds all types of I&E Program activities included in the Workplan and is used to provide dollar-for dollar matching of Title XIX funding in accordance with federal regulations.
33. Stakeholders – Individuals or organizations who stand to gain or lose the success or failure of a system or program. They may be persons, agencies and organizations with an investment or “stake” in the health of the community and the local public health system. This broad definition includes persons and organizations that benefit from and/or participate in the delivery of services that promote the public’s health and overall well-being.
34. Subcontract – Means a written agreement entered into by the Contractor with a person(s) or organization(s) to perform a service(s) for the Grantee specifically related to fulfilling the Grantee’s obligations to CDPH under the terms of this Contract.
35. Subcontractor – Any individual or entity that enters into a written subcontract with the Grantee specifically related to securing or fulfilling the grantee’s obligation to the State under the terms of the grant agreement.
36. Teen Pregnancy Prevention Program - The purpose of the Teen Pregnancy Prevention Program is to utilize a variety of approaches and strategies to: reduce teenage and unintended pregnancy and absentee fatherhood, promote responsible parenting and assist adolescents in accessing clinical services.
37. Working day (s) – Means State working day(s).
38. Workplan – An agreement that provides additional agency-specific detail than is contained in the program Scope of Work regarding the Agency’s activities to meet goals and objectives of the I&E Project.

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 Public Health (CDPH) 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 CDPH or purchased with or reimbursed by contract funds)

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

CDPH Distribution: Accounting (Original) Program



Travel Reimbursement Information*(Mileage Reimbursement Increase Effective 1/1/11)*

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/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):

Travel Location / Area	Reimbursement Rate
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.

Meal / Expense	Reimbursement Rate
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 (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 **51 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.
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.		

Exhibit H

CONTRACTOR EQUIPMENT PURCHASED WITH CDPH FUNDS

Current Contract Number: _____ Date Current Contract Expires: _____

Previous Contract Number (if applicable): _____ CDPH Program Name: _____

Contractor's Name: _____ CDPH Program Contract Manager: _____

Contractor's Complete Address: _____ CDPH Program Address: _____

Contractor's Contact Person: _____ CDPH Program Contract Manager's Telephone Number: _____

Contact's Telephone Number: _____ Date of this Report: _____

(THIS IS NOT A BUDGET FORM)

STATE/ CDPH PROPERTY TAG (If motor vehicle, list license number.)	QUANTITY	ITEM DESCRIPTION 1. Include manufacturer's name, model number, type, size, and/or capacity. 2. If motor vehicle, list year, make, model number, type of vehicle (van, sedan, pick-up, etc.) 3. If v an, include passenger capacity.	UNIT COST PER ITEM (Before Tax)	CDPH PURCHASE ORDER (STD 65) NUMBER	DATE PURCHASED	MAJOR/MINOR EQUIPMENT SERIAL NUMBER (If motor vehicle, list VIN number.)	OPTIONAL PROGRAM USE ONLY
			\$				
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INSTRUCTIONS FOR CDPH 1203 (Please read carefully.)

The information on this form will be used by the California Department of Public Health (CDPH) Asset Management (AM) to tag contract equipment and/or property (see definitions A, and B) which is purchased with CDPH funds and is used to conduct state business under this contract. After the Standard Agreement has been approved and each time state/CDPH equipment and/or property has been received, the CDPH Program Contract Manager is responsible for obtaining the information from the Contractor and submitting this form to CDPH AM. The CDPH Program Contract Manager is responsible for ensuring the information is complete and accurate. (See *Health Administrative Manual (HAM)*, Section 2-1060 and Section 9-2310.)

Upon receipt of this form from the CDPH Program Contract Manager, AM will fill in the first column with the assigned state/ CDPH property tag, if applicable, for each item (See definitions A and B). AM will return the original form to the CDPH Program Contract Manager, along with the appropriate property tags. The CDPH Program Contract Manager will then forward the property tags and the original form to the Contractor and retain one copy until the termination of this contract. The Contractor should place property tags in plain sight and, to the extent possible, on the item's front left-hand corner. The manufacturer's brand name and model number are not to be covered by the property tags.

1. If the item was shipped via the CDPH warehouse and was issued a state/CDPH property tag by warehouse staff, fill in the assigned property tag. If the item was shipped directly to the Contractor, leave the first column blank.
2. Provide the quantity, description, purchase date, base unit cost, and serial number (if applicable) for each item of:
 - A. **Major Equipment:**
 - Tangible item having a base unit cost of \$5,000 or more and a life expectancy of one (1) year or more.
 - Intangible item having a base unit cost of \$5,000 or more and a life expectancy of one (1) year or more (e.g., software, video).
These items are issued green numbered state/ CDPH property tags.
 - B. **Minor Equipment/Property.** Specific tangible items with a life expectancy of one (1) year or more that have a base unit cost less than \$5,000. **These items are issued green unnumbered "BLANK" state/ CDPH property tags** with the exception of the following, which are issued numbered tags: Personal Digital Assistant (PDA), PDA/cell phone combination (Blackberries), laptops, desktop personal computers, LAN servers, routers, and switches. **NOTE:** It is CDPH policy not to tag modular furniture. (See your Federal rules, if applicable.)
3. Provide the CDPH Purchase Order (STD 65) number if the items were purchased by CDPH. (See HAM, Section 2-1050.1.)
4. If a vehicle is being reported, provide the Vehicle Identification Number (VIN) and the vehicle license number to CDPH Vehicle Services. (See HAM, Section 2-10050.)
5. If all items being reported do not fit on one form, make copies and write the number of pages being sent in the upper right-hand corner (e.g., "Page 1 of 3.") The CDPH Program Contract Manager should retain one copy and send the original to: California Department of Public Health, Asset Management, MS 1801, P.O. Box 997377, 1501 Capitol Avenue, Sacramento, CA 95899-7377.
6. Property tags that have been lost or destroyed must be replaced. Replacement property tags can be obtained by contacting AM at (916) 650-0124.
7. Use the version on the CDPH Intranet forms site. The CDPH 1203 consists of one page for completion and one page with information and instructions.

Exhibit 1

INVENTORY/DISPOSITION OF CDPH-FUNDED EQUIPMENT

Current Contract Number: _____ Date Current Contract Expires: _____
 Previous Contract Number (if applicable): _____ CDPH Program Name: _____
 Contractor's Name: _____ CDPH Program Contract Manager: _____
 Contractor's Complete Address: _____ CDPH Program Address: _____
 Contractor's Contact Person: _____ CDPH Program Contract Manager's Telephone Number: _____
 Contractor's Telephone Number: _____ Date of this Report: _____

(THIS IS NOT A BUDGET FORM)

STATE/ CDPH PROPERTY TAG (If motor vehicle, list license number.)	QUANTITY	ITEM DESCRIPTION 1. Include manufacturer's name, model number, type, size, and/or capacity. 2. If motor vehicle, list year, make, model number, type of vehicle (van, sedan, pick-up, etc.) 3. If van, include passenger capacity.	UNIT COST PER ITEM (Before Tax)	CDPH ASSET MGMT. USE ONLY (DISPOSAL) Number	ORIGINAL PURCHASE DATE	MAJOR/MINOR EQUIPMENT SERIAL NUMBER (If motor vehicle, list VIN number.)	OPTIONAL— PROGRAM USE ONLY
			\$				
			\$				
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			\$				
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INSTRUCTIONS FOR CDPH 1204
(Please read carefully.)

The information on this form will be used by the California Department of Public Health (CDPH) Asset Management (AM) to: (a) conduct an inventory of CDPH equipment and/or property (see definitions A, and B) in the possession of the Contractor and/or Subcontractors, and (b) dispose of these same items. Report all items, regardless of the items' ages, per number 1 below, purchased with CDPH funds and used to conduct state business under this contract. (See *Health Administrative Manual (HAM)*, Section 2-1060 and Section 9-2310.)

The CDPH Program Contract Manager is responsible for obtaining information from the Contractor for this form. The CDPH Program Contract Manager is responsible for the accuracy and completeness of the information and for submitting it to AM.

Inventory: List all CDPH tagged equipment and/or property on this form and submit it within 30 days prior to the three-year anniversary of the contract's effective date, if applicable. **The inventory should be based on previously submitted CDPH 1203s,** "Contractor Equipment Purchased with CDPH Funds." AM will contact the CDPH Program Contract Manager if there are any discrepancies. (See HAM, Section 2-1040.1.)

Disposal: (*Definition: Trade in, sell, junk, salvage, donate, or transfer; also, items lost, stolen, or destroyed (as by fire).*) The CDPH 1204 should be completed, along with a "Property Survey Report" (STD. 152) or a "Property Transfer Report" (STD. 158), whenever items need to be disposed of (a) during the term of this contract and (b) 30 calendar days before the termination of this contract. After receipt of this form, the AM will contact the CDPH Program Contract Manager to arrange for the appropriate disposal/transfer of the items. (See HAM, Section 2-1050.3.)

1. List the state/ CDPH property tag, quantity, description, purchase date, base unit cost, and serial number (if applicable) for each item of;

A. Major Equipment: **(These items were issued green numbered state/ CDPH property tags.)**

- Tangible item having a base unit cost of \$5,000 or more and a life expectancy of one (1) year or more.
- Intangible item having a base unit cost of \$5,000 or more and a life expectancy of one (1) year or more (e.g., software, video.)

B. Minor Equipment/Property: **(These items were issued green state/ CDPH property tags.)**

Specific tangible items with a life expectancy of one (1) year or more that have a base unit cost less than \$5,000. The minor equipment and/or property items were issued green unnumbered "BLANK" state/ CDPH property tags with the exception of the following, which are issued numbered tags: Personal Digital Assistant (PDA), PDA/cell phone combination (Blackberries), laptops, desktop personal computers, LAN servers, routers and switches.

2. If a vehicle is being reported, provide the Vehicle Identification Number (VIN) and the vehicle license number to CDPH Vehicle Services. (See HAM, Section 2-10050.)

3. If all items being reported do not fit on one page, make copies and write the number of pages being sent in the upper right-hand corner (e.g. "Page 1 of 3.")

4. The CDPH Program Contract Manager should retain one copy and send the original to: California Department of Public Health, Asset Management, MS1801, P.O. Box 997377, 1501 Capitol Avenue, Sacramento, CA 95899-7377.

5. Use the version on the CDPH Intranet forms site. The CDPH 1204 consists of one page for completion and one page with information and instructions.

For more information on completing this form, call AM at (916) 650-0124.

Exhibit J
HIPAA Business Associate Exhibit

I. Recitals

- A. This Contract (Agreement) has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act ("HIPAA") and its implementing privacy and security regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations:").
- B. The California Department of Public Health ("CDPH") wishes to disclose to Business Associate certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information ("PHI") pursuant to HIPAA regulations.
- C. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium that relates to the past, present, or future physical or mental condition of an individual, the provision of health and dental care to an individual, or the past, present, or future payment for the provision of health and dental care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI shall have the meaning given to such term under HIPAA and HIPAA regulations, as the same may be amended from time to time.
- D. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI, or confidential data that is essential to the ongoing operation of the Business Associate's organization and intended for internal use; or interference with system operations in an information system.
- E. As set forth in this Agreement Contractor is the Business Associate of CDPH that provides services, arranges, performs or assists in the performance of functions or activities on behalf of CDPH and creates, receives, maintains, transmits, uses or discloses PHI.
- F. CDPH and Business Associate desire to protect the privacy and provide for the security of PHI created, received, maintained, transmitted, used or disclosed pursuant to this Agreement, in compliance with HIPAA and HIPAA regulations.
- G. The purpose of this Exhibit is to satisfy certain standards and requirements of HIPAA and the HIPAA regulations, and other applicable laws.
- H. The terms used in this Exhibit, but not otherwise defined, shall have the same meanings as those terms are defined in the HIPAA regulations.

In exchanging information pursuant to this Agreement, the parties agree as follows:

Exhibit J**HIPAA Business Associate Exhibit****II. Permitted Uses and Disclosures of PHI by Business Associate**

- A. **Permitted Uses and Disclosures.** Except as otherwise indicated in this Exhibit, Business Associate may use or disclose PHI only to perform functions, activities or services specified in this Agreement, for, or on behalf of CDPH, provided that such use or disclosure would not violate the HIPAA regulations, if done by CDPH.
- B. **Specific Use and Disclosure Provisions.** Except as otherwise indicated in this Exhibit, Business Associate may:
- 1) **Use and disclose for management and administration.** Use and disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.
 - 2) **Provision of Data Aggregation Services.** Use PHI to provide data aggregation services to CDPH. Data aggregation means the combining of PHI created or received by the Business Associate on behalf of CDPH with PHI received by the Business Associate in its capacity as the Business Associate of another covered entity, to permit data analyses that relate to the health care operations of CDPH.

III. Responsibilities of Business Associate

Business Associate agrees:

- A. **Nondisclosure.** Not to use or disclose Protected Health Information (PHI) other than as permitted or required by this Agreement or as required by law.
- B. **Safeguards.** To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI, including electronic PHI, that it creates, receives, maintains, uses or transmits on behalf of CDPH; and to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and which incorporates the requirements of section C, Security, below. Business Associate will provide CDPH with its current and updated policies.
- C. **Security.** The Business Associate shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing CDPH PHI. These steps shall include, at a minimum:
- 1) complying with all of the data system security precautions listed in the Business Associate Data Security Standards set forth in Attachment 1 to this Exhibit;
 - 2) providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III-

Exhibit J

HIPAA Business Associate Exhibit

Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies; and

In case of a conflict between any of the security standards contained in any of these enumerated sources of security standards, the most stringent shall apply. The most stringent means that safeguard which provides the highest level of protection to CDPH PHI from breaches and security incidents.

- D. **Mitigation of Harmful Effects.** To mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its subcontractors in violation of the requirements of this Exhibit.
- E. **Business Associate's Agents.** To ensure that any agents, including subcontractors, to whom Business Associate provides PHI received from or created or received by Business Associate on behalf of CDPH, agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI, including implementation of reasonable and appropriate administrative, physical, and technical safeguards to protect such PHI; and to incorporate, when applicable, the relevant provisions of this Exhibit into each subcontract or subaward to such agents or subcontractors.
- F. **Availability of Information to CDPH and Individuals.** To provide access as CDPH may require, and in the time and manner designated by CDPH (upon reasonable notice and during Business Associate's normal business hours) to PHI in a Designated Record Set, to CDPH (or, as directed by CDPH), to an Individual, in accordance with 45 CFR Section 164.524. Designated Record Set means the group of records maintained for CDPH that includes medical, dental and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for CDPH health care component health plans; or those records used to make decisions about individuals on behalf of CDPH. Business Associate shall use the forms and processes developed by CDPH for this purpose and shall respond to requests for access to records transmitted by CDPH within fifteen (15) calendar days of receipt of the request by producing the records or verifying that there are none.
- G. **Amendment of PHI.** To make any amendment(s) to PHI that CDPH directs or agrees to pursuant to 45 CFR Section 164.526, in the time and manner designated by CDPH.
- H. **Internal Practices.** To make Business Associate's internal practices, books and records relating to the use and disclosure of PHI received from CDPH, or created or received by Business Associate on behalf of CDPH, available to CDPH or to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by CDPH or by the Secretary, for purposes of determining CDPH's compliance with the HIPAA regulations.
- I. **Documentation of Disclosures.** To document and make available to CDPH or (at the direction of CDPH) to an Individual such disclosures of PHI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of PHI, in accordance with 45 CFR 164.528.
- J. **Notification of Breach.** During the term of this Agreement:
- 1) **Discovery of Breach.** To notify CDPH **immediately by telephone call plus email or fax** upon the discovery of breach of security of PHI in computerized form if the PHI was, or is reasonably believed to have been, acquired by an unauthorized person, or **within 24 hours by email or fax** of the discovery of any suspected security incident, intrusion or unauthorized

Exhibit J

HIPAA Business Associate Exhibit

use or disclosure of PHI in violation of this Agreement and this Exhibit, or potential loss of confidential data affecting this Agreement. Notification shall be provided to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves electronic PHI, notification shall be provided by calling the CDPH ITSD Help Desk. Business Associate shall take:

- i. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment and
 - ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
- 2) **Investigation of Breach.** To immediately investigate such security incident, breach, or unauthorized use or disclosure of PHI or confidential data. **Within 72 hours of the discovery**, to notify the CDPH Program Contract Manager(s), the CDPH Privacy Officer, and the CDPH Chief Information Security Officer of:
- i. What data elements were involved and the extent of the data involved in the breach,
 - ii. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data,
 - iii. A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized,
 - iv. A description of the probable causes of the improper use or disclosure; and
 - v. Whether Civil Code sections 1798.29 or 1798.82 or any other federal or state laws requiring individual notifications of breaches are triggered.
- 3) **Written Report.** To provide a written report of the investigation to the CDPH Program Contract Managers, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.
- 4) **Notification of Individuals.** To notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and to pay any costs of such notifications, as well as any costs associated with the breach. The CDPH Program Contract Managers, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer shall approve the time, manner and content of any such notifications.
- 5) **CDPH Contact Information.** To direct communications to the above referenced CDPH staff, the Contractor shall initiate contact as indicated herein. CDPH reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the Agreement to which it is incorporated.

Exhibit J

HIPAA Business Associate Exhibit

CDPH Program Contract Manager	CDPH Privacy Officer	CDPH Chief Information Security Officer
See the Scope of Work exhibit for Program Contract Manager information	Privacy Officer Privacy Office, c/o Office of Legal Services California Department of Public Health P.O. Box 997377, MS 0505 Sacramento, CA 95899-7377 Email: privacy@cdph.ca.gov Telephone: (916) 440-7671	Chief Information Security Officer Information Security Office California Department of Public Health P.O. Box 997413, MS 6302 Sacramento, CA 95899-7413 Email: cdphiso@cdph.ca.gov Telephone: IT Service Desk (916) 440-7000 or (800) 579-0874

K. **Employee Training and Discipline.** To train and use reasonable measures to ensure compliance with the requirements of this Exhibit by employees who assist in the performance of functions or activities on behalf of CDPH under this Agreement and use or disclose PHI; and discipline such employees who intentionally violate any provisions of this Exhibit, including by termination of employment. In complying with the provisions of this section K, Business Associate shall observe the following requirements:

- 1) Business Associate shall provide information privacy and security training, at least annually, at its own expense, to all its employees who assist in the performance of functions or activities on behalf of CDPH under this Agreement and use or disclose PHI.
- 2) Business Associate shall require each employee who receives information privacy and security training to sign a certification, indicating the employee's name and the date on which the training was completed.
- 3) Business Associate shall retain each employee's written certifications for CDPH inspection for a period of three years following contract termination.

IV. Obligations of CDPH

CDPH agrees to:

- A. **Notice of Privacy Practices.** Provide Business Associate with applicable and relevant Notice(s) of Privacy Practices that CDPH HIPAA-covered healthcare components produce in accordance with 45 CFR 164.520, as well as any changes to such notice(s).
- B. **Permission by Individuals for Use and Disclosure of PHI.** Provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures.
- C. **Notification of Restrictions.** Notify the Business Associate of any restriction to the use or disclosure of PHI that CDPH has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.

Exhibit J

HIPAA Business Associate Exhibit

- D. **Requests Conflicting with HIPAA Rules.** Not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA regulations if done by CDPH.

V. Audits, Inspection and Enforcement

From time to time, CDPH may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement and this Exhibit. Business Associate shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the CDPH Privacy Officer or the CDPH Chief Information Security Officer in writing. The fact that CDPH inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems and procedures does not relieve Business Associate of its responsibility to comply with this Exhibit, nor does CDPH's:

- A. Failure to detect or
- B. Detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices constitute acceptance of such practice or a waiver of CDPH's enforcement rights under this Agreement and this Exhibit.

VI. Termination

- A. **Termination for Cause.** Upon CDPH's knowledge of a material breach of this Exhibit by Business Associate, CDPH shall:
 - 1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by CDPH;
 - 2) Immediately terminate this Agreement if Business Associate has breached a material term of this Exhibit and cure is not possible; or
 - 3) If neither cure nor termination is feasible, report the violation to the Secretary of the U.S. Department of Health and Human Services.
- B. **Judicial or Administrative Proceedings.** Business Associate will notify CDPH if it is named as a defendant in a criminal proceeding for a violation of HIPAA. CDPH may terminate this Agreement if Business Associate is found guilty of a criminal violation of HIPAA. CDPH may terminate this Agreement if a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the Business Associate is a party or has been joined.
- C. **Effect of Termination.** Upon termination or expiration of this Agreement for any reason, Business Associate shall promptly return or destroy all PHI received from CDPH (or created or received by Business Associate on behalf of CDPH) that Business Associate still maintains in any form, and shall retain no copies of such PHI or, if return or destruction is not feasible, shall continue to extend the protections of this Exhibit to such information, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

Exhibit J**HIPAA Business Associate Exhibit****VII. Miscellaneous Provisions**

- A. **Disclaimer.** CDPH makes no warranty or representation that compliance by Business Associate with this Exhibit, HIPAA or the HIPAA regulations will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- B. **Amendment.** The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon CDPH's request, Business Associate agrees to promptly enter into negotiations with CDPH concerning an amendment to this Exhibit embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA regulations or other applicable laws. CDPH may terminate this Agreement upon thirty (30) days written notice in the event:
- 1) Business Associate does not promptly enter into negotiations to amend this Exhibit when requested by CDPH pursuant to this Section or
 - 2) Business Associate does not enter into an amendment providing assurances regarding the safeguarding and security of PHI that CDPH in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA regulations.
- C. **Assistance in Litigation or Administrative Proceedings.** Business Associate shall make itself and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under this Agreement, available to CDPH at no cost to CDPH to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CDPH, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inactions or actions by the Business Associate, except where Business Associate or its subcontractor, employee or agent is a named adverse party.
- D. **No Third-Party Beneficiaries.** Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than CDPH or Business Associate and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- E. **Interpretation.** The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA regulations and applicable state laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA regulations.
- F. **Regulatory References.** A reference in the terms and conditions of this Exhibit to a section in the HIPAA regulations means the section as in effect or as amended.
- G. **Survival.** The respective rights and obligations of Business Associate under Section VII.C of this Exhibit shall survive the termination or expiration of this Agreement.

Exhibit J

HIPAA Business Associate Exhibit

H. ***No Waiver of Obligations.*** No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

Exhibit J

HIPAA Business Associate Exhibit

Attachment 1

Business Associate Data Security Standards

1. General Security Controls

- A. **Confidentiality Statement.** All persons that will be working with CDPH PHI must sign a confidentiality statement. The statement must include at a minimum, General Use, Security and Privacy safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to CDPH PHI. The statement must be renewed annually. The Business Associate shall retain each person's written confidentiality statement for CDPH inspection for a period of three (3) years following contract termination.
- B. **Background check.** Before a member of the Business Associate's workforce may access CDPH PHI, Business Associate must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk for theft of confidential data. The Business Associate shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.
- C. **Workstation/Laptop encryption.** All workstations and laptops that process and/or store CDPH PHI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. The encryption solution must be full disk unless approved by the CDPH Information Security Office.
- D. **Server Security.** Servers containing unencrypted CDPH PHI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- E. **Minimum Necessary.** Only the minimum necessary amount of CDPH PHI required to perform necessary business functions may be copied, downloaded, or exported.
- F. **Removable media devices.** All electronic files that contain CDPH PHI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes etc.). Must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher
- G. **Antivirus software.** All workstations, laptops and other systems that process and/or store CDPH PHI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- H. **Patch Management.** All workstations, laptops and other systems that process and/or store CDPH PHI must have security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation

Exhibit J

HIPAA Business Associate Exhibit

timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.

- I. **User IDs and Password Controls.** All users must be issued a unique user name for accessing CDPH PHI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Must be at least eight characters. Must be a non-dictionary word. Must not be stored in readable format on the computer. Must be changed every 60 days. Must be changed if revealed or compromised. Must be composed of characters from at least three of the following four groups from the standard keyboard:
 - Upper case letters (A-Z)
 - Lower case letters (a-z)
 - Arabic numerals (0-9)
 - Non-alphanumeric characters (punctuation symbols)
- J. **Data Sanitization.** All CDPH PHI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PSCI is no longer needed.

2. System Security Controls

- A. **System Timeout.** The system must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.
- B. **Warning Banners.** All systems containing CDPH PHI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.
- C. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for CDPH PHI, or which alters CDPH PHI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If CDPH PHI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
- D. **Access Controls.** The system must use role based access controls for all user authentications, enforcing the principle of least privilege.
- E. **Transmission encryption.** All data transmissions of CDPH PHI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end to end at the network level, or the data files containing CDPH PHI can be encrypted. This requirement pertains to any type of CDPH PHI in motion such as website access, file transfer, and E-Mail.

Exhibit J

HIPAA Business Associate Exhibit

F. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting CDPH PHI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

3. Audit Controls

A. **System Security Review.** All systems processing and/or storing CDPH PHI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.

B. **Log Reviews.** All systems processing and/or storing CDPH PHI must have a routine procedure in place to review system logs for unauthorized access.

C. **Change Control.** All systems processing and/or storing CDPH PHI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

4. Business Continuity / Disaster Recovery Controls

a. **Disaster Recovery.** Business Associate must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic CDPH PHI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this agreement for more than 24 hours.

Data Backup Plan. Business Associate must have established documented procedures to backup CDPH PHI to maintain retrievable exact copies of CDPH PHI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and the amount of time to restore CDPH PHI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of CDPH data.

5. Paper Document Controls

A. **Supervision of Data.** CDPH PHI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. CDPH PHI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

B. **Escorting Visitors.** Visitors to areas where CDPH PHI is contained shall be escorted and CDPH Protected Health Information shall be kept out of sight while visitors are in the area.

Exhibit J

HIPAA Business Associate Exhibit

- C. **Confidential Destruction.** CDPH PHI must be disposed of through confidential means, using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PSCI is no longer needed.
- D. **Removal of Data.** CDPH PHI must not be removed from the premises of the Business Associate except with express written permission of CDPH.
- E. **Faxing.** Faxes containing CDPH PHI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending.
- F. **Mailing.** CDPH PHI shall only be mailed using secure methods. Large volume mailings of CDPH Protected Health Information shall be by a secure, bonded courier with signature required on receipt. Disks and other transportable media sent through the mail must be encrypted with a CDPH approved solution, such as a solution using a vendor product specified on the CSSI.

Darfur Contracting Act

Pursuant to Public Contract Code (PCC) sections 10475-10481, the Darfur Contracting Act's intent is to preclude State agencies from contracting with scrutinized companies that do business in the African nation of Sudan. A scrutinized company is a company doing specified types of business in Sudan as defined in PCC section 10476. Scrutinized companies are ineligible to, and cannot, contract with a State agency for goods or services (PCC section 10477(a)) unless obtaining permission from the Department of General Services according to the criteria set forth in PCC section 10477(b).

Therefore, to be eligible to contract with the California Department of Public Health, please initial one of the following three paragraphs and complete the certification below:

1. _____ We do not currently have, or we have not had within the previous
Initials three years, business activities or other operations outside of the United States.

OR

2. _____ We are a scrutinized company as defined in Public Contract Code
Initials section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b) or submit a contract/purchase order. A copy of the written permission from DGS is included with our bid, proposal or contract/purchase order.

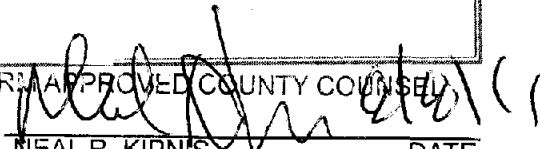
OR

3. _____ We currently have, or we have had within the previous three years,
Initials business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company as defined in Public Contract Code section 10476.

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind this company to the clause listed above. This certification is made under the laws of the State of California.

<i>Company Name (Printed)</i>		<i>Federal ID Number</i>	
<i>By (Authorized Signature)</i>			
<i>Printed Name and Title of Person Signing</i>			
<i>Date Executed</i>		<i>Executed in the County and State of</i>	

FORM APPROVED COUNTY COUNSEL
BY: 
NEAL R. KIPNIS DATE

CCC-307

CERTIFICATION

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

<i>Contractor/Bidder Firm Name (Printed)</i> Riverside County Community Health Agency DOPH		<i>Federal ID Number</i> 95-6000930
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the

FORWARD APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS
DATE: 11/11/11

following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

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

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

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

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

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

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

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

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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

Information and Education Grant

**Certification of Compliance with the Sexual Health Education
Accountability Act**

The Sexual Health Education Accountability Act (Health and Safety (H&S) Code Sections 151000 – 151003) requires sexual health education programs (programs) that are funded or administered, directly or indirectly, by the State, to be comprehensive and not abstinence-only. Specifically, these statutes require programs to provide information that is medically accurate, current, and objective, in a manner that is age, culturally, and linguistically appropriate for targeted audiences. Programs cannot promote or teach religious doctrine, nor promote or reflect bias, as defined in Section 422.56 of the Penal Code, and are required to explain the effectiveness of one or more drug and/or device approved by the federal Food and Drug Administration for preventing pregnancy and sexually transmitted disease. Programs directed at minors are additionally required to specify that abstinence is the only certain way to prevent pregnancy and sexually transmitted disease.

In order to comply with the mandate of H&S Code Section 151002(d), the Office of Family Planning requires each applicable grantee submit a signed declaration as a condition of funding.

The undersigned hereby certifies that this Teen Pregnancy Prevention (TPP) Program will comply with all applicable provisions of H&S Code Sections 151000 – 151003. The undersigned further acknowledges that this TPP Program is subject to monitoring for compliance with the provisions of H&S Code Sections 151000–151003 and may be subject to contract termination or other appropriate action if it violates any condition of funding, including those enumerated in H&S Code Sections 151000–151003.

Attestation

_____	11-10297
Grantee Name	Grant Number
_____	_____
Signature of Agency Officer	Date
_____	_____
Printed Name of Officer	

Title of Agency Officer	

FORM APPROVED COUNTY COUNSEL
BY: NEAL R. KIPNIS 11/11/11
DATE