

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

407



FROM : Office on Aging

SUBMITTAL DATE:
August 4, 2011

SUBJECT: Grant Award Agreement 11-H9003 with California Health and Human Services Agency and Riverside County Office on Aging

RECOMMENDED MOTION: That the Board of Supervisors:

- 1) Ratify and authorize Chair to execute the following: Standard Agreement 11-H9003 with the California Health and Human Services Agency and Contractor Certification (form CCC-307).
- 2) Direct Clerk of the Board to return the Standard Agreement and Contractor Certification to the Office on Aging for further processing.
- 3) Approve and direct the Auditor-Controller to make budget adjustments as shown on Schedule A.

BACKGROUND: Riverside County Office on Aging was awarded a California Aging and Disability Resource Center Program Grant by the California Health and Human Services Agency to enhance the delivery of consumer services under the existing Aging and Disability Resource Connection (ADRC) program.

Continued next page...

Hilary Clarke for Edward Walsh
Hilary Clarke, Deputy Director for Edward F. Walsh, Director

**FINANCIAL
DATA**

Current F.Y. Total Cost: \$ 140,000
Current F.Y. Net County Cost: \$ 0
Annual Net County Cost: \$ 0

In Current Year Budget: No
Budget Adjustment: Yes
For Fiscal Year: 11/12

SOURCE OF FUNDS: 100% Federal Funds

Positions To Be Deleted Per A-30 ☐

Requires 4/5 Vote ☒

C.E.O. RECOMMENDATION:

APPROVE

County Executive Office Signature

BY:

Lani Sioson
Lani Sioson

Dep't Recomm.: ☐ Consent ☒ Policy
Per Exec. Ofc.: ☐ Consent ☒ Policy

Prev. Agn. Ref.

ATTACHMENTS FILED
WITH THE CLERK OF THE BOARD

District: All

Agenda Number:

3.27

From: OFFICE ON AGING

SUBJECT: Grant Award Agreement 11-H9003 with California Health and Human Services Agency and Riverside County Office on Aging

Page 2
Continued,

Through this award, Riverside County Office on Aging's intent is to: 1) implement the ADRC Options Counseling Pilot Project and work with local ADRC stakeholders to test and evaluate a comprehensive set of State Long-Term Options Counseling Standards; 2) improve the Care Transitions program by expanding the current ADRC hospital to home care transition program to diverse and underserved communities. The goal is to reduce hospital readmission rates and to secure funding from partner hospitals for continuation of transition coach positions.

The term of this agreement with the California Health and Human Services Agency is July 1, 2011 through June 30, 2012; total grant amount is \$140,000.

There is no impact to County General Fund and we are requesting no matching funds.

August 4, 2011

**Office on Aging
SCHEDULE A
FY2011-2012**

INCREASE ESTIMATED REVENUE:

21450-5300100000-767140	Fed-Misc. Reimbursement	140,000
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TOTAL INCREASE ESTIMATED REVENUE:	140,000
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INCREASE APPROPRIATION:

21450-5300100000-510040	Regular Salaries	91,202
21450-5300100000-518100	Budgeted Benefits	39,806
21450-5300100000-520200	Communications	1,190
21450-5300100000-523700	Office Supplies	1,167
21450-5300100000-523720	Photocopying	1,167
21450-5300100000-526700	Rent-Lease Bldgs	1,700
21450-5300100000-529000	Misc Travel Expense	3,468
21450-5300100000-537240	Interfnd Exp-Utilities	300

TOTAL INCREASE APPROPRIATION:	140,000
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SUBJECT: FY11-12 Grant Award Agreement 11-H9003 with California Health and Human Services Agency and Riverside County Office on Aging

AGREEMENT NUMBER

11-H9003

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

California Health and Human Services Agency

CONTRACTOR'S NAME

Riverside County Office on Aging

2. The term of this Agreement is: July 1, 2011 or date of approval by the Department of General Services, whichever is later, through June 30, 2012

3. The maximum amount of this Agreement is: \$140,000.00
One Hundred Forty Thousand Dollars and 00/100

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	2 pages
Attachment 1, Scope of Work: Options Counseling Pilot Project	3 pages
Attachment 2, Options Counseling Pilot Project Work Plan	2 pages
Attachment 3, Scope of Work: Care Transitions Intervention	1 page
Attachment 4, Work Plan: Care Transitions Intervention	1 page

Exhibit B – Budget Detail and Payment Provisions	2 pages
Attachment 1, Budget	7 pages

Exhibit C* – General Terms and Conditions	GTC - 610
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Check mark one item below as Exhibit D:

<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	3 pages
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	

Exhibit E – Additional Provisions	2 pages
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Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

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

CONTRACTOR

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

Riverside County Office on Aging

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

6296 River Crest Drive, Suite K
Riverside, CA 92507

STATE OF CALIFORNIA

AGENCY NAME

California Health and Human Services Agency

BY (Authorized Signature)



DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Sonia Herrera, Staff Services Manager, Administration

ADDRESS

1600 Ninth Street, Room 460, Sacramento, CA 95814

**California Department of General
Services Use Only**

☐ Exempt per:

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>		<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 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.

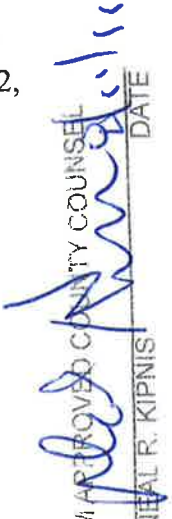
b. Establish a Drug-Free Awareness Program to inform employees about:

- 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 following has occurred: the Contractor has made false certification, or violated the

FORM APPROVED COUNTY COUNSEL
BY: 
DATE: 11/11/11

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

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

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

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

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

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

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

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

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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

EXHIBIT A

Scope of Work

- A. Contractor agrees to provide California Health and Human Services Agency (CHHS) services that enhance the delivery of consumer services under the existing Aging and Disability Resource Connection (ADRC) program, as described herein.

Aging and Disability Resource Connection (ADRC) Programs in California provide a coordinated entry point into the long-term care system for older adults and people with disabilities. ADRC programs raise visibility about the full range of available options, better coordinate aging and disability service systems, provide objective information and assistance, and empower individuals to make informed decisions about their long term supports for both public and private long term-care programs and support services. Since 2004, California has launched seven ADRC partnerships (covering 10 counties) to meet the challenge of a growing and changing long-term care population. California's ADRC model preserves the existing resources and expertise of local Area Agencies on Aging (AAA) and Independent Living Centers (ILC), while eliminating service and program overlaps. Using the best of both established and respected systems – through integration and partnership – ADRCs offer consumers a more coordinated system of long-term supports.

Subsequent to the US Supreme Court's Olmstead decision in 1999, Congress has allocated federal funds to improve consumer access to services that enable disabled individuals to live in the most integrated community setting possible instead of in high cost institutions. In 2006, the Centers for Medicare and Medicaid Services awarded the CHHS a five-year \$3 million Real Choice Systems Transformation Grant (STG) to support the California Community Choices project (9/06-9/11). The Choices project is focused on increasing consumer access to home and community-based long-term care services and diverting persons with disabilities and older adults from unnecessary institutionalization through development of California's long-term care infrastructure. ADRCs were established in Riverside and Orange County and a state pilot long-term care website was launched to improve consumer access to information about long-term services and supports. CHHS also supports ADRCs in San Diego and San Francisco as lead for an ADRC Enhancement project, funded by a 2009 Hospital Discharge Planning Model (HDM) Grant via an interagency agreement with the Department of Health Care Services.

In 2010, the US Department of Health and Human Services Program Announcement, "Implementing the Affordable Care Act (ACA): Making it Easier for Individuals to Navigate Their Health and Long-Term Care through Person-Centered Systems of Information, Counseling and Access" was released. Two new federal ADRC grants under the ACA were awarded to CHHS on September 30, 2010. These grants enable California to build on the initial investment in the ADRC model by strengthening ADRC protocols, technical tools and services developed under the STG and HDM grants.

This contract's Scope of Work is divided into two segments to reflect activities under each grant.

- B. ADRC Options Counseling and Assistance Programs: This federal grant award will be used to work with local ADRC stakeholders to test and evaluate a comprehensive set of State Long-Term Options Counseling Standards.

Contractor shall provide services in accordance with Exhibit A- Attachment 1, Scope of Work: Options Counseling Pilot Project; Exhibit A- Attachment 2, Options Counseling Pilot Project Work Plan. The term for this project is July 1, 2011-June 30, 2012.

- C. Care Transitions. This federal grant award will expand the current ADRC hospital to home care transition programs to diverse and underserved communities at four ADRCs. The goal of the program is to reduce hospital readmission rates and to secure funding from partner hospitals for continuation of transition coach positions.

Contractor shall provide services in accordance with Exhibit A- Attachment 3, Scope of Work: Care Transitions Intervention; Exhibit A- Attachment 4, Work Plan: Care Transitions Intervention. The term for this project is July 1, 2011-June 30, 2012.

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

CHHS

Karol Swartzlander, Project Director
California Community Choices
1600 9th Street, Room 460
Sacramento, CA 95814
(916) 651-6693

Riverside County Office on Aging

Renee Dar-Khan
Supervising Program Specialist
Information & Assistance
(951) 867-3800
Fax (951) 867-3830
rdarkhan@co.riverside.ca.us

Changes to the project representative information may be made by written notice to the other party and shall not require an amendment to this Agreement.

Exhibit A- Attachment 1
Scope of Work: Options Counseling Pilot Project

- A. Contractor agrees to provide the California Health and Human Services Agency (CHHS) services that support the development of state options counseling standards by providing ongoing options counseling services and conducting a pilot implementation of the draft options counseling standards through the ADRC service delivery model.

B. Target Groups

1. Contractor shall provide options counseling services to the following consumer groups without regard to income level or source:
 - a. Older adults (individuals age 60 years and older);
 - b. Persons with disabilities (of all ages) including physical disabilities, mental illness, and intellectual disabilities/developmental delays/mental retardation/developmental disabilities; and
 - c. Caregivers, informal (unpaid) and formal (paid).

C. Options Counseling Work Group

Contractor shall designate a staff representative to participate on an Options Counseling work group to provide technical input on development of California Options Counseling Standards. A CHHS Program Manager will lead the work group via teleconferences, webinars, document review, and email communications. As a member of the Options Counseling Work Group, the contractor staff representative will conduct specific activities as specified in Attachment 2, Work Plan. Work Group activities include: assisting with an inventory of current Options Counseling best practices, methods, and system tools used in California ADRCs and Money Follows the Person (MFP) lead organizations; providing input on the Options Counseling information modules (e.g., content to be covered), methods (how to provide the service), and scope of service (extent of information to be included, and when to refer to licensed experts).

D. Training

Contractor shall designate at least one individual to attend an in-service training on California Options Counseling Standards.

E. Implement Options Counseling Standards

Contractor shall designate at least one staff person (or a combination of staff) as a designated options counselor to implement options counseling consistent with the standards established under the Options Counseling Work Group and options counseling training curriculum. ADRC will designate the amount of time dedicated staff will provide options counseling services consistent with established standards.

A detailed work plan for options counseling pilot implementation shall be submitted to CHHS for review and approval prior to implementation.

F. Reporting

Contractor shall submit data and reports in the format and within the timeframes specified by CHHS. These reports include, but shall not be limited to:

1. Semi-Annual Performance Reports – This report will be submitted using the Administration on Aging, web-based Semi-Annual Report Template (SART) found on the ADRC-TAE.org website. Contractor will be responsible for completing the local SART.
2. Year-End Financial Report – This report shall include, but not be limited to, fiscal summaries of actual expenditure of contract funds.

3. Contractor shall submit Fiscal Reports to:

California Health and Human Services Agency
1600 9th Street, Rom 460
Sacramento, CA 95814

G. Evaluation

Contractor shall support an evaluation to assess the quality of service and level of consistency in implementing California Options Counseling Standards across pilot sites. Evaluation of Options Counseling Standards will focus on improving consumer outcomes (services status, applications completed, satisfaction, etc.) and business operations (staff workload, time devoted to specific service functions and tasks, etc.). The Evaluator will inventory the Quality Improvement (QI) systems, both electronic systems and consumer follow-up methods, used by current ADRCs, and make recommendations for indicators that address quality, e.g., what consumers find most (or least) helpful. Managers, Options Counselors, and consumers will serve as key informants. Additional data collection indicators (beyond consumer demographics) may include, but are not limited to: primary (presenting need) and secondary (other needs) issues; number of issue(s) addressed; total consumer interaction time; materials provided; follow-up actions; urgent/protective needs or referrals; counselor caseload; and service setting need (e.g. home or facility). Evaluation reports will synthesize information, data and analyze trends and patterns to inform quality improvement of the Options Counseling service.

H. Contract Compliance and Monitoring

Contractor shall actively participate in all required fiscal and program compliance monitoring and evaluation. This includes, but is not limited to, a review and evaluation of the contractor's performance in relation to goals, adequacy of the Options Counseling service delivery system, and program cost/expenditures. CHHS will conduct the monitoring and evaluation through required semi-annual reports as well as

onsite visits. CHHS reserves the right to require the contractor to implement a corrective action plan that identifies specific action and timeframes to address any deficiencies identified through contract or program compliance monitoring and evaluation activities.

**Exhibit A- Attachment 2, Options Counseling Pilot Project Work Plan
July 1, 2011-June 30, 2012**

Measurable Outcomes: 1) improved Options Counseling services for consumers; 2) enhanced ADRC core service structure and standards.

Table Legend: PM=CHHS ADRC Program Manager; TA=ADRC Technical Advisor; TC=ADRC Training Consultant; WG= Options Counseling Work Group; ADRC=Aging and Disability Resource Connection Program Manager/Lead; LE=Lead Evaluator

[illegible]

Exhibit A- Attachment 3, Scope of Work: Care Transitions Intervention

- A. Contractor agrees to provide the California Health and Human Services Agency (CHHS) services to expand the current Care Transitions InterventionSM (CTI) program by increasing participation of identified underserved and/or underrepresented communities by 30% during the contract period.

The CTI, developed by Dr. Eric Coleman and the Care Transitions Program-www.caretransitions.org, was designed to address potential threats to patient safety during care transitions by providing patients with the tools and support they need to understand and take a more active role in managing their health care and care transitions. The intervention was also designed to help patients avoid repeat hospitalizations and potentially unnecessary institutionalization. Additionally, the model provides a framework for encouraging larger systems transformations, including improved clinical practice and cost savings attributable to reductions in hospital readmission.

- B. Contractor shall maintain fidelity to the CTI model as follows:

CTI is a four-week, low-cost, low-intensity self-management program designed to provide participants discharged from the acute care setting with skills, tools, and the support of a transition coach to ensure that their health and self-management needs are met.

Through visits and phone calls with a designated transition coach, typically a nurse, social worker, or community worker whose primary role is to “coach, not do,” participants develop improved capacity in four conceptual domains or “pillars:”

1. Medication self-management;
2. Using a patient-centered health record;
3. Making primary care provider/specialist appointments; and
4. Knowledge of “red flags”—indicators that a health condition is worsening and how to respond.

- C. Contractor shall acknowledge The Care Transitions InterventionSM in all materials and publications.
- D. Contractor is not precluded from referring participants to additional “wrap around” social service supports and short-term service coordination.
- E. Contractor will conduct specific activities as specified in Exhibit A- Attachment 4, Work Plan: Care Transitions Intervention. Expected outcomes include: increased patient confidence and capacity in the CTI four pillars; improved hospital readmission rates for patients with chronic conditions; improved critical pathways between hospitals and ADRCs; and, project sustainability through secured financial support from partner hospitals and other organizations that benefit from reduced hospital readmissions.

Exhibit A- Attachment 4, Work Plan: Care Transitions Intervention
July 1, 2011-June 30, 2012

	Lead	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Administrative Activities																			
Participate on CTI Learning																			
Community -Monthly Teleconferences	Monique ADRC																		
Designate one staff to attend a CTI																			
Master Training (TBD)	ADRC																		
Riverside CTI Development and Implementation																			
Data Analysis (2010 data)/Evaluation																			
Summary Report	Rachel																		
Needs Assessment	Team ADRC																		
Develop and Implement Outreach Strategies to Underserved	ADRC																		
Develop ADRC CTI Business Case	Monique/ADRC																		
Presentation of Business Case	ADRC HSAG																		
Evaluation Activities																			
Submit quarterly data report using the California CTI Access Database and participate on data analysis review																			
call with Evaluation Team	ADRC																		

ADRC=Riverside County Office on Aging

California Care Transitions Project Team

Karol Swartzlander, Care Transitions Project Manager, CA Health and Human Services Agency ; Monique Parrish, CTI Consultant, San Diego State Univ. Research Foundation (SDSURF); Eric Glunt, Evaluation Supervisor, SDSURF; Rachel Adams, Evaluation Coordinator, SDSURF; Andrea Silvery, Chief Quality Improvement Officer, Health Services Advisory Group(HSAG)

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

A. Invoicing and Payment

1. The maximum amount payable under this agreement shall not exceed \$140,000.00. Shown below are the amounts that cannot be exceeded for each of the fiscal year(s):

2011/12 \$140,000.00

2. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), CHHS agrees to pay the Contractor for said services in accordance with Exhibit B - Attachment 1, Budget.
3. Reimbursement for necessary travel expenses shall be made from funds within this Agreement and shall be set in accordance with the rates specified by the Department of Personnel Administration for comparable classes. Travel expenses must be itemized and submitted, along with supporting receipts and expense documentation, in a format approved by CHHS. The Program Contract Manager agrees to certify and maintain the documents substantiating travel and per diem for a period of three years after final payment of this Agreement. No travel outside the State of California by Contractor shall be reimbursed unless there is prior written authorization from CHHS.
4. Invoices shall include the Agreement Number 11-H9003 and Index Code 0100, and shall be submitted in triplicate not more frequently than monthly in arrears to:

California Health and Human Services Agency
1600 Ninth Street, Room 460
Sacramento, CA 95814
Attn: Karol Swartzlander

Any invoices submitted without the above referenced information may be returned to the Contractor for further re-processing.

B. State Budget Contingency Clause

1. 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 Agreement shall be of no further force and effect. In this event, CHHS shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
2. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, CHHS shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

C. For Contract With Federal Funds

1. 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.

EXHIBIT B
(Standard Agreement)

2. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the term of this Agreement for the purposes of this program. 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.
3. 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.
4. CHHS has the option to invalidate the Agreement under the 30-day cancellation clause or to amend the Agreement to reflect any reduction of funds.

D. 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.

E. Review

CHHS reserves the right to review service levels and billing procedures as they impact charges against this Agreement.

F. Final Billing

Invoices for services must be received by CHHS within 90 days following each state fiscal year, or 90 days following the end of the contract term, whichever comes first. The final invoice must include the statement "Final Billing."

G. Nonresident Tax Withholdings

Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have seven percent of their total payments withheld for state income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.

H. Budget Flexibility

Subject to the prior review and approval of the contract manager, line item shifts of up to \$20,000 or ten percent of the annual contract total, whichever is less, may be made up to a cumulative maximum of \$20,000, or 10%, whichever is less, for all line items shifts over the life of the contract. There must be substantial business justification for any shifts made. Fund shifts which increase Indirect, Operations & Meeting Costs, and Subcontracts line items are prohibited. Line item shifts may be proposed/requested by either the CHHS or the Contractor in writing and must not increase or decrease the total contract amount allocated. Any line item shifts must be approved in writing by the CHHS Project Director, or his or her designee, and must be submitted to the CHHS contracts office within 10 days of approval for inclusion in the contract folder. If the contract is formally amended, any line items shifts agreed to by the parties must be included in the amendment.

BUDGET SUMMARY

For the State Fiscal Year 2011-2012
Contract term July 1, 2011-June 30, 2012

BUDGET ITEM	Options Counseling	Care Transitions	Total
PERSONNEL SERVICES			
Salaries, Wages and Fringe Benefits	\$36,932	\$94,076	\$131,008
OPERATING/EQUIPMENT EXPENSES			
Subcontractor	0	0	0
Travel	2,568	900	3,468
Space	0	1,700	1,700
Equipment and Furniture	0	0	0
Utilities	0	300	300
Communications	0	1,190	1,190
Printing and Supplies	500	1,834	2,334
SUBTOTAL – O&E	\$3,068	\$5,924	\$8,992
INDIRECT COST	0	0	0
Other (Itemize):	0	0	0
TOTAL COST	\$40,000	\$100,000	\$140,000

OPTIONS COUNSELING PERSONNEL BUDGET

For the State Fiscal Year of July 1, 2011 through June 30, 2012

Job Title	Monthly Salary Rate	Number of Months Budgeted	Percent Rate on CAL ADRC	Amount of Benefits	SUBTOTAL
Supervising Prog Specialist	\$6,088	12	30% \$21,916	\$9,428	\$31,344
Office on Aging Svcs Asst	\$2,987	12	10% \$3,584	\$2,004	\$5,588
Enter this amount in the Budget Summary - Total					\$36,932

Options Counseling Work Group participation is in-kind contribution.

OPTIONS COUNSELING BUDGET NARRATIVE

For the State Fiscal Year of July 1, 2011 through June 30, 2012

The following format must be used when completing the Budget Narrative. Line items must be costed where appropriate and must match totals quoted on the Budget Summary. Identify your projected detailed expenses for each line item by following the instructions herein. **A Budget Narrative (and accompanying Personnel Budget) must be provided for each State Fiscal Year (SFY) of the contract period:**

- SFY July 1, 2010-June 30, 2011 (anticipated contract start July 1, 2011 or upon approval of the Department of General Services and contract end date June 30, 2012)

Budget line-item costs should include the following:

1. PERSONNEL SERVICES **1. TOTAL \$36,932**

Personnel services must be detailed in the Personnel Budget and the total inserted in the Budget Summary and Budget Narrative

- Identify each funded position title or classification.
- Identify the monthly salary rate.
- Number of months budgeted.
- Indicate the percent time each staff will spend on CAL ADRC program: (Full staff time represents 100 percent effort, i.e., an eight-hour day, 40-hour week). Employees will be required to keep time records reflecting all hours worked on program-related activities. When an employee's time is shared with other projects or activities, the proposal must include an allocation plan to distribute time and costs to the various activities.
- Fringe Benefits (List cost detail of each benefit to be paid.)

2. OPERATING/EQUIPMENT EXPENSES

Operating/equipment expenses must be outlined in detail and the totals for each line item carried forward to the Budget Summary.

a. SUBCONTRACTOR SERVICES

Specify the total costs for all subcontracted services. Identify the number of subcontractors by job title, services to be provided, and basis for costs such as by hour, day or other reasonable basis.

a. Subtotal \$0

b. TRAVEL

Specify the total cost for travel and per diem. Travel expenses include the cost for lodging, meal expenses, commercial carrier fares, private car mileage allowance and incidental expenses incurred by personnel traveling on program-related activities. Travel expenses shall be charged on the premise that such travel originates from the contractor's California office.

b. Subtotal \$2,568

Reimbursement for necessary travel expenses shall be made from funds within the contract and shall be set in accordance with the rates specified by the Department of Personnel Administration for comparable classes. No travel outside of the State of California by the contractor shall be reimbursed unless there is prior written authorization from CHHS.

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| <p>c. SPACE
Specify the estimated cost for space. Estimated costs may be based on the amount expected to be paid for rent. Where the facility is owned by the contractor, costs may be reimbursed on the basis of depreciation or a use allowance. When space is rented, indicate whether the charge also provides for services such as utilities or maintenance. Include the amount of square footage and the rate per square foot.</p> <p>d. EQUIPMENT/FURNITURE RENTAL/PURCHASE
Specify the amount to be paid for equipment and/or furniture rental/purchase. The amount expected to be paid for the rental/purchase of equipment/furniture may be included in the budget but must receive prior approval from CHHS. Any equipment/furniture purchased with contract funds becomes the property of CHHS and arrangements must be made at termination of the contact for transfer of the equipment to the CHHS.</p> <p>e. UTILITIES
Specify the cost for utilities that are not provided with rental of space. May include power, water, electricity, gas, etc.</p> <p>f. COMMUNICATIONS
Specify the cost for telephones, facsimile, postage, etc. Identify the type of service, number of telephones, basis for payment, etc.</p> <p>g. PRINTING AND SUPPLIES
Specify the costs for printing, photocopying and other reproduction services. Specify the estimated cost of office supplies such as paper, forms, folders, pens, pencils, etc. Only costs incurred specifically for the program are allowable.</p> | <p>c. Subtotal \$0</p> <p>d. Subtotal \$0</p> <p>e. Subtotal \$0</p> <p>f. Subtotal \$0</p> <p>g. Subtotal \$500</p> |
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2. TOTAL OPERATING/EQUIPMENT EXPENSES: \$3,068

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| <p>3. INDIRECT COSTS
Specify the rate and the amount of any indirect costs. Indicate the cost basis upon which it was determined. If the proposer has an Indirect Cost Rate (ICR) approved by federal agencies of the Department of Health and Human Services or other public grantors, a copy of the negotiation agreement should be submitted with the budget. All other ICRs must be fully explained and justified before they can be approved.</p> <p>4. OTHER EXPENSES
Any expenses not specified in the above categories must be identified and fully explained/justified.</p> | <p>3. TOTAL \$0</p> <p>4. TOTAL 0</p> |
|--|---|

***TOTAL COST: \$40,000**

*This amount must match the Total Cost on the Budget Summary.

CARE TRANSTIONS PERSONNEL BUDGET

For the State Fiscal Year of July 1, 2011 through June 30, 2012

Job Title	Monthly Salary Rate	Number of Months Budgeted	Percent Rate on CAL ADRC	Amount of Benefits	SUBTOTAL
Social Worker V	\$4,590	12	100% \$55,080	\$23,738	\$78,818
Social Service Worker III	\$4,179	12	10% \$5,015	\$2,420	\$7,435
Mental Health Srvcs Supvsr	\$6,675	12	7% \$5,607	\$2,216	\$7,823
Enter this amount in the Budget Summary - Total					\$94,076

CARE TRANSITION BUDGET NARRATIVE

For the State Fiscal Year of July 1, 2011 through June 30, 2012

The following format must be used when completing the Budget Narrative. Line items must be costed where appropriate and must match totals quoted on the Budget Summary. Identify your projected detailed expenses for each line item by following the instructions herein. **A Budget Narrative (and accompanying Personnel Budget must be provided for each State Fiscal Year (SFY) of the contract period:**

- SFY July 1, 2010-June 30, 2011 (anticipated contract start July 1, 2011 or upon approval of the Department of General Services and contract end date June 30, 2012)

Budget line-item costs should include the following:

1. PERSONNEL SERVICES

1. TOTAL \$94,076

Personnel services must be detailed in the Personnel Budget and the total inserted in the Budget Summary and Budget Narrative

- Identify each funded position title or classification.
- Identify the monthly salary rate.
- Number of months budgeted.
- Indicate the percent time each staff will spend on CAL ADRC program:
(Full staff time represents 100 percent effort, i.e., an eight-hour day, 40-hour week).
Employees will be required to keep time records reflecting all hours worked on program-related activities. When an employee's time is shared with other projects or activities, the proposal must include an allocation plan to distribute time and costs to the various activities.
- Fringe Benefits (List cost detail of each benefit to be paid.)

2. OPERATING/EQUIPMENT EXPENSES

Operating/equipment expenses must be outlined in detail and the totals for each line item carried forward to the Budget Summary.

a. SUBCONTRACTOR SERVICES

a. Subtotal \$0

Specify the total costs for all subcontracted services. Identify the number of subcontractors by job title, services to be provided, and basis for costs such as by hour, day or other reasonable basis.

b. TRAVEL

b. Subtotal \$900

Specify the total cost for travel and per diem. Travel expenses include the cost for lodging, meal expenses, commercial carrier fares, private car mileage allowance and incidental expenses incurred by personnel traveling on program-related activities. Travel expenses shall be charged on the premise that such travel originates from the contractor's California office.

Reimbursement for necessary travel expenses shall be made from funds within the contract and shall be set in accordance with the rates specified by the Department of Personnel Administration for comparable classes. No travel outside of the State of California by the contractor shall be reimbursed unless there is prior written authorization from CHHS.

- c. **SPACE**
Specify the estimated cost for space. Estimated costs may be based on the amount expected to be paid for rent. Where the facility is owned by the contractor, costs may be reimbursed on the basis of depreciation or a use allowance. When space is rented, indicate whether the charge also provides for services such as utilities or maintenance. Include the amount of square footage and the rate per square foot.

Approximately 85.8 square feet @ 19.81 per square foot per year

c. Subtotal \$1,700
- d. **EQUIPMENT/FURNITURE RENTAL/PURCHASE**
Specify the amount to be paid for equipment and/or furniture rental/purchase. The amount expected to be paid for the rental/purchase of equipment/furniture may be included in the budget but must receive prior approval from CHHS. Any equipment/furniture purchased with contract funds becomes the property of CHHS and arrangements must be made at termination of the contact for transfer of the equipment to the CHHS.

d. Subtotal \$0
- e. **UTILITIES**
Specify the cost for utilities that are not provided with rental of space.
Includes electricity and water

e. Subtotal \$300
- f. **COMMUNICATIONS**
Includes monthly costs for one (1) office phone lease charges from county and one (1) cell phone

f. Subtotal \$1,190
- g. **PRINTING AND SUPPLIES**
Specify the costs for printing, photocopying and other reproduction services. Specify the estimated cost of office supplies such as paper, forms, folders, pens, pencils, etc. Only costs incurred specifically for the program are allowable.

g. Subtotal \$1,834

2. TOTAL OPERATING/EQUIPMENT EXPENSES: \$5,924

3. **INDIRECT COSTS**
Specify the rate and the amount of any indirect costs. Indicate the cost basis upon which it was determined. If the proposer has an Indirect Cost Rate (ICR) approved by federal agencies of the Department of Health and Human Services or other public grantors, a copy of the negotiation agreement should be submitted with the budget. All other ICRs must be fully explained and justified before they can be approved.

3. **TOTAL \$0**
4. **OTHER EXPENSES**
Any expenses not specified in the above categories must be identified and fully explained/justified.

4. **TOTAL \$0**

***TOTAL COST: \$100,000**

*This amount must match the Total Cost on the Budget Summary.

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

A. Dispute Provisions

1. If the Contractor disputes a decision of the State's designated representative regarding the performance of this Agreement or on other issues for which the representative is authorized by this Agreement to make a binding decision, Contractor shall provide written dispute notice to the State's representative within 15 calendar days after the date of the action. The written dispute notice shall contain the following information:
 - a. the decision under dispute;
 - b. the reason(s) Contractor believes the decision of the State representative to have been in error (if applicable, reference pertinent contract provisions);
 - c. identification of all documents and substance of all oral communication which support Contractor's position; and
 - d. the dollar amount in dispute, if applicable.
2. Upon receipt of the written dispute notice, the State program management will examine the matter and issue a written decision to the Contractor within 15 calendar days. The decision of the representative shall contain the following information:
 - a. a description of the dispute;
 - b. a reference to pertinent contract provisions, if applicable;
 - c. a statement of the factual areas of agreement or disagreement; and
 - d. a statement of the representative's decision with supporting rationale.
3. The decision of the representative shall be final unless, within 30 days from the date of receipt of the representative's decision, Contractor files with the California Health and Human Services Agency a notice of appeal addressed to:

California Health and Human Services Agency
1600 9th Street, Room 460
Sacramento, CA 95814
Attention: Sonia Herrera

Pending resolution of any dispute, Contractor shall diligently continue all contract work and comply with all of the representative's orders and directions.

B. Termination Without Cause

This Agreement may be terminated without cause by the State upon 30 days written notice to the contractor.

C. Debarment and Suspension

For federally funded agreements, **Contractor certifies** that to the best of his/her knowledge and belief that he/she and their principals or affiliates or any sub-contractor utilized under this agreement, are not debarred or suspended from federal financial assistance programs and activities nor proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. The Contractor also certifies that it or any of its sub-contractors are not listed on the Excluded Parties Listing System (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17).

EXHIBIT D
(Standard Agreement)

D. Certification Regarding Lobbying

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds.

1. For Agreements with Contractors who are State entities not under the authority of the Governor, or cities, private firms or agencies which are receiving in excess of \$100,000 in federal funds from CHHS to perform services. By signing this Agreement the Contractor certifies that to the best of his or her knowledge and belief, that:
 - a. 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into of a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
 - b. 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, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal Grant or agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
 - c. The Contractor shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.
2. This certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U. S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of no less than \$10,000 and not more than \$100,000 for each such failure.

E. Computer Software Copyrights

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 contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

F. A-133 Audit

Pursuant to Office of Management and Budget (OMB) Circular A-133 §____.200 "Audit Requirements", non-federal entities that expend \$500,000 or more in a year in Federal awards from all sources combined shall have a single or program-specific audit conducted for that year in accordance with the provisions of OMB Circular A-133. All OMB Circular A-133 audit reports shall meet the reporting requirements established in OMB §____.320 "Report Submission" and a copy shall be forwarded to CHHS.

EXHIBIT D
(Standard Agreement)

G. Subcontractors

(Applicable to agreements in which the Contractor subcontracts out a portion of the work) Nothing contained in this Agreement or otherwise shall create any contractual relationship between CHHS and any subcontractors, and no subcontractor shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be fully responsible to CHHS for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the obligation of CHHS to make payments to the Contractor. As a result, CHHS shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

H. Indirect Costs/Administrative Overhead

For agreements with other governmental entities and public universities, indirect costs are expenses incurred for administrative services such as, but not limited to, accounting; personnel and payroll administration; accounts payable services; general and specialized insurance coverage; compliance and regulatory monitoring; independent audit services; and legal services. Indirect costs are applied to personnel, operating expenses, supplies, equipment, and travel expenses. Per State Contracting Manual, Section 3.06.B, agencies shall assure that all administrative fees are reasonable considering the services being provided. Agencies may only pay overhead charges on the first \$25,000 of each subcontract. Any subcontractor receiving \$25,000 or more must be clearly identified in the budget display and excluded when the total indirect costs are calculated.

EXHIBIT E
(Standard Agreement)

ADDITIONAL PROVISIONS

A. Property Acquisitions

1. Property, as used in this section, shall include:
 - a. Tangible property (including furniture) with a unit cost of \$5,000 or more and a useful life of one (1) year or more. Actual cost includes the purchase price plus all costs to acquire, install and prepare the equipment for its intended use.
 - b. Furniture - Standard office furnishings including desks, chairs, bookcases, credenzas, tables, coat racks, etc.
 - c. Portable Assets - Items considered "highly desirable" because of their portability and value; e.g., calculators, typewriters, dictaphones, cameras, etc.
 - d. Electronic Data Processing (EDP) Equipment - All computerized and auxiliary automated information handling equipment including those for system design and analysis, conversion of data, computer programming, information storage and retrieval, voice, video and data communications, requisite system controls, simulation and all related interactions between people and machines.
2. The State reserves title to all property of any kind purchased from, advanced, or reimbursed by, funds from the State, and not fully consumed in the performance of this Agreement. Inventory and disposition of such property is subject to this paragraph, as well as paragraphs (a), (b) below:
 - a. Contractor shall maintain an inventory record for each piece of property purchased or built with funds provided under the terms of this Agreement. The inventory record of each piece of such equipment should include the date acquired, total cost, serial number, model identification (on purchased equipment), location and any other information or description necessary to identify said equipment. Contractor shall, at the request of the CHHS, submit an inventory of property purchased under this Agreement.
 - b. At the termination of this Agreement, the Contractor shall provide a final inventory to the State, and shall, at the time query the State as to the State's requirements for returning said property. Final disposition of such property shall be a State expense and in accordance with the CHHS instructions issued immediately after the receipt of the final inventory.

B. State reserves the right to have prior approval over the location, costs, dates, agenda, instructors, instructional materials and attendees for all training seminars, workshops, conferences, and over any reimbursable publicity or educational materials to be made available for distribution.

C. Contractor must receive in writing prior authorization from the State for reimbursement of any purchase order or subcontract exceeding \$2,500 for any articles, supplies, equipment, or services. Contractor shall provide in its request for authorization all particulars necessary for evaluation of the necessity or desirability of incurring such cost and the reasonableness of the price or cost. Three competitive quotations should be submitted or adequate justification provided for the absence of bidding.

EXHIBIT E
(Standard Agreement)

- D. Payments are not permitted for construction, renovation, alteration, improvement, or repair of privately-owned property when such work would enhance the value of the property to the benefit of the owner.
- E. Intellectual Property Rights
1. All deliverables as defined in the Scope of Work originated or prepared by the Contractor pursuant to this agreement including papers, reports, charts, and other documentation, but not including Contractor's administrative communications and records relating to this Agreement, shall upon delivery and acceptance by CHHS become the exclusive property of CHHS and may be copyrighted by CHHS.
 2. All inventions, discoveries or improvements of the techniques or programs or materials developed pursuant to this agreement shall be the property of CHHS. CHHS agrees to grant a nonexclusive royalty-free license for any such invention, discovery, or improvement to the Contractor and further agrees that the Contractor may sublicense additional persons on the same royalty-free basis.
 3. This Agreement shall not preclude the Contractor from developing materials outside this Agreement, which are competitive, irrespective of their similarity to materials which might be delivered to CHHS pursuant to this Agreement. All preexisting intellectual property, copyrights, trademarks and products shall be the sole property of the Contractor.
- F. Confidentiality
- The contractor agrees to protect the personal information of all individuals by following applicable federal and state privacy and security requirements.
- G. Informed Consent
- Contractor shall also collect and maintain contact information and consent forms for consumer participation in research as required by SB 13 (Bowen, Chapter 241, Statutes of 2005) and the California Committee for the Protection of Human Subjects.
- H. Contractor is also subject to all applicable terms and conditions that apply to subrecipients found in Part II of the Federal Department of Health and Human Services Grants Policy Statement, <http://www.hhs.gov/asfr/ogapa/grantinfomation/hhsgps107.pdf>.