

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

109



FORM APPROVED COUNTY COUNSEL
 BY: GREGORY P. PRIAMOS DATE: 7/17/15
FISCAL PROCEDURES APPROVED
 PAUL ANGLIO, CPA, AUDITOR-CONTROLLER
 BY: Susana Garcia-Bocanegra 8/24/15
 Susana Garcia-Bocanegra Departmental Concurrence

FROM: Department of Public Health

SUBMITTAL DATE:
August 5, 2015


SUBJECT: Ratify Agreement Number 15-10442 between the California Department of Public Health (CDPH) and the County of Riverside Department of Public Health, Immunization Branch to provide mandated immunization activities for the period of July 1, 2015 to June 30, 2017. All Districts [\$965,604 - 100 % Federal Funding]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify Agreement Number 15-10442 between the California Department of Public Health (CDPH) and the County of Riverside, Department of Public Health, Immunization Branch in the amount of \$965,604 (\$482,802 per year) for the period of July 1, 2015 to June 30, 2017; and
2. Authorize the Auditor Controller to adjust the FY15/16 budget as detailed in Schedule A; and
3. Authorize the Chairperson to sign three (3) originals of said Agreement and two (2) copies of the Certification Regarding Lobbying on behalf of the County; and
4. Authorize the Director of Public Health to sign subsequent amendments that do not change the substantive terms of the agreement nor exceed the approved amount of \$965,604.

BACKGROUND:

Summary (continued on page 2)



 Susan D. Harrington, Director
 Department of Public Health

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 482,802	\$ 482,802	\$ 965,604	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 00.00	\$ 00.00	\$ 00.00	\$ 0	

SOURCE OF FUNDS: 100% Federal Funding
Budget Adjustment: Yes
For Fiscal Year: 15/16-16/17

C.E.O. RECOMMENDATION:

APPROVE

BY: 
 Christopher M. Hans

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

- A-30
- 4/5 Vote
- Positions Added
- Change Order

Prev. Agn. Ref.:

District: All

Agenda Number:

3-14

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Ratify Agreement Number 15-10442 between the California Department of Public Health (CDPH) and the County of Riverside Department of Public Health, Immunization Branch to provide mandated immunization activities for the period of July 1, 2015 to June 30, 2017. All Districts [\$965,604 – 100% Federal Funding]

DATE: August 5, 2015

PAGE: 2 of 3

BACKGROUND:

Summary

The Immunization Program is a State-mandated program that was established to ensure successful immunization of Riverside County children, adolescents and adults against vaccine-preventable diseases. The goal of this program is to raise and maintain immunization rates of 90% or better for our children by age 2 years and 95% or better for our school-age children kindergarten through grade 12.

The national recommendations are age-appropriate immunizations for polio, diphtheria, tetanus, pertussis, measles, mumps, rubella, hepatitis B, hepatitis A, chickenpox, Haemophilus influenza type B, meningococcal meningitis and invasive pneumococcal disease. This is a state mandated program.

Impact on Citizens and Businesses

The Immunization Program receives free vaccine from the California Department of Public Health to reduce the incidence of vaccine preventable disease such as influenza and pertussis. The Immunization Program distributes this vaccine to the Riverside County Health System and other community partners to ensure that the County's residents are able to receive the vaccines, especially in underserved areas of the County.

SUPPLEMENTAL:

Additional Fiscal Information

The State is the liaison for Federal funding from the Centers for Disease Control and Prevention. As the liaison, the State subcontracts with the local Health Department for immunization services. Funding for this award will be distributed as follows:

FY15/16 - \$482,802

FY16/17 - \$482,802

In this Agreement, the award amount has been increased from \$461,252 per year to \$482,802 annually. Because the FY15/16 County Budget was submitted with the lesser award amount, the \$21,550 annual increase will be added to the FY15/16 County budget as indicated in the attached Schedule A.

ATTACHMENTS:

Budget Adjustment

Budget Adjustment is required as specified in the Schedule A attached.

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
FORM 11: Ratify Agreement Number 15-10442 between the California Department of Public Health (CDPH) and the County of Riverside Department of Public Health, Immunization Branch to provide mandated immunization activities for the period of July 1, 2015 to June 30, 2017. All Districts [\$965,604 – 100% Federal Funding]

DATE: August 5, 2015

PAGE: 3 of 3

SCHEDULE A
Department of Public Health
Immunization Program
Budget Adjustment
FY 15/16

INCREASE IN APPROPRIATIONS:

10000-4200100000-521340	Maint – Communication Equip	\$ 626
10000-4200100000-521360	Maint – Computer Equip	\$ 7,965
10000-4200100000-524500	Admin Support – Direct	\$12,959
	Total Increase in Appropriations:	<u>\$21,550</u>

INCREASE IN ESTIMATED REVENUE:

10000-4200100000-762040	Fed – Health Grants	\$21,550
	Total Increase in Estimated Revenue:	<u>\$21,550</u>

CALIFORNIA IMMUNIZATION PROGRAM
RFA # 15-10146 Immunization Local Assistance Grant
Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter “Department”
TO
County of Riverside, hereinafter “Grantee”
Implementing the project, “Provide Immunization Services to the General Public,”
hereinafter “Project”

GRANT AGREEMENT NUMBER 15–10442

The Department awards this Grant and the Grantee accepts and agrees to use the Grant funds as follows:

AUTHORITY: The Department has authority to grant funds for the Project under Health and Safety Code, Section 120325-120380 of the Health & Safety Code, Chapter 435, which requires immunizations against childhood diseases prior to school admittance and Federal Grant # 5H23IP000717-03.

PURPOSE: The Department shall provide a grant to and for the benefit of the Grantee; the purpose of the Grant is to provide immunization services to the general public. Local Health Department (LHD) Health Officers are required to organize and maintain a program to make the required immunizations available. This grant assists the Grantee in defraying costs of the program which supports the State's objectives to control diseases that are preventable by vaccines. It is the California Department of Public Health's (CDPH) responsibility to provide this assistance to LHDs. The Grantee is to conduct a general immunization program which provides the general public with vaccines recommended by the Advisory Committee on Immunization Practices (ACIP). In addition, the Grantee identifies target populations in need of immunizations and initiates corrective action to improve immunization levels.

GRANT AMOUNT: The maximum amount payable under this Grant shall not exceed Nine Hundred Sixty Five Thousand Six Hundred Four dollars (\$965,604).

TERM OF GRANT: The term of the Grant shall begin on July 1, 2015, or upon approval of this grant, and terminates on June 30, 2017. No funds may be requested or invoiced for work performed or costs incurred after June 30, 2017.

PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant will be:

California Department of Public Health	Grantee:
Immunization Branch Attn: Robina Escalada, Health Program Specialist	County of Riverside Name: Tonya Geiger, P.H. Program Chief II
Address: 850 Marina Bay Pkwy., Bldg. P, 2 nd Floor	Address: 4210 Riverwalk Parkway, Ste. 400

City, ZIP: Richmond, CA 94804	City, ZIP: Riverside, CA 92505
Phone: (510) 620-3729	Phone: (951) 358-7170
Fax: (510) 620-3774	Fax: (951) 358-7912
E-mail: Robina.Escalada@cdph.ca.gov	E-mail: tgeiger@rivcocha.org

Direct all inquiries to:

California Department of Public Health, Immunization Branch	Grantee: County of Riverside
Attention: Colleen Mallen, Field Representative	Attention: Tonya Geiger, P.H. Program Chief II
Address: 3851 Rosecrans Street, Suite 704	Address: 4210 Riverwalk Parkway, Ste. 400
City, ZIP: San Diego, CA 92110-3115	City, ZIP: Riverside, CA 92505
Phone: (619) 692-8423	Phone: (951) 358-7170
Fax: (619) 692-5534	Fax: (951) 358-7912
E-mail: Colleen.Mallen@sdcountry.ca.gov	E-mail: tgeiger@rivcocha.org

Either party may change its Project Representative upon written notice to the other party.

STANDARD PROVISIONS. The following exhibits are attached and made a part of this Grant by this reference:

- Exhibit A GRANT APPLICATION
 The Grant Application provides the description of the project.
- Exhibit B BUDGET DETAIL AND PAYMENT PROVISIONS
 The approved budget supersedes the proposed budget in the Grant Application.
- Exhibit C STANDARD GRANT CONDITIONS
- Exhibit D REQUEST FOR APPLICATIONS #15-10146
 Including all the requirements and Attachments contained therein
- Exhibit E ADDITIONAL PROVISIONS
- Exhibit F FEDERAL TERMS AND CONDITIONS

GRANTEE REPRESENTATIONS: The Grantee(s) accept all terms, provisions, and conditions of this grant, including those stated in the Exhibits incorporated by reference above. The Grantee(s) shall fulfill all assurances and commitments made in the application, declarations, other accompanying documents, and written communications (e.g., e-mail, correspondence) filed in support of the request for grant funding. The Grantee(s) shall comply with and require its contractors and subcontractors to comply with all applicable laws, policies, and regulations.

IN WITNESS THEREOF, the parties have executed this Grant on the dates set forth below.

Executed By:

Date: _____

Marion Ashley, Chairman
Board of Supervisors
Riverside University Health Systems –
Department of Public Health
P.O. Box 7600
Riverside, CA 92513

Date: _____

Yolanda Murillo, Chief
Contracts and Purchasing Services Section
California Department of Public Health
1616 Capitol Avenue, Suite 74.317
MS 1802, P.O. Box 997377
Sacramento, CA 95899-7377

FOR APPROVED COUNTY CLERK
BY: NEAL R. KIPNIS
DATE

County of Riverside
Grant # 15-10442
Total Pages: 19

EXHIBIT A

GRANT APPLICATION

CDPH Immunization Branch Fiscal Year 2015-17 APPLICATION COVER SHEET/CHECKLIST	Form 1
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DATE OF SUBMISSION	05/07/2015
ORGANIZATION NAME	Riverside University Health System – Department of Public Health
AGREEMENT NUMBER	<i>(Will be assigned by IZ/CDPH)</i>

Provide the name, phone number, and e-mail address of the person we can contact to confirm the date/time of the negotiation conference call.

Contact Name: Tonya Geiger	Phone Number: 951.358.7125
E-mail: tgeiger@rivcocha.org	

Type of Application:
<input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Continuation <input type="checkbox"/> Supplement <input type="checkbox"/> Revision

Budget Period:	Total Amount Requested:
From: <u>07/01/2015</u> To: <u>06/30/2017</u>	\$ <u>965,604</u>

Letter of Intent due N/A, 2015

APPLICATION CONTENTS:

Application due May 22, 2015

Please Check

- | | |
|---|---|
| Form 1: Application Cover Sheet/Checklist | ☒ |
| Form 2: Grantee Information Form | ☒ |
| Form 3: Local Project Synopsis | ☒ |
| Form 4: LHD Scope of Work | ☒ |
| Form 5A: FY 2015-16 Grantee Budget and/or Subgrantee Budget | ☒ |
| Form 5B: FY 2016-17 Grantee Budget and/or Subgrantee Budget | ☒ |

NOTE: The above documents must be completed and submitted with this Application Cover Sheet/Checklist Form. E-mail completed application to izb.admin@cdph.ca.gov by the submission deadline.

Form 2

**CDPH Immunization Branch
Grantee Information Form**

Date Form Completed: 05/07/2015

Organization	This is the information that will appear on your grant agreement cover.	
	Federal Tax ID #	95-6000930 Contract/Grant# (will be assigned by IZ/CDPH)
	Name	Riverside University Health System – Department of Public Health
	Mailing Address	PO Box 7600, Riverside, CA 92513
	Street Address (If Different)	4210 Riverwalk Parkway, Ste 400, Riverside, CA 92505
	County	Riverside
	Phone	951.358.7125 Fax 951.358.7912
Website	www.rivcoph.org www.rivcoimm.org	
Grant Signatory	The Grant Signatory has authority to sign the grant agreement cover.	
	Name	Marion Ashley
	Title	Chairman, Board of Supervisors
	If address(es) are the same as the organization above, just check this box and go to Phone <input type="checkbox"/>	
	Mailing Address	c/o Dept of Public Health, PO Box 7600, Riverside, CA 92513
	Street Address (If Different)	4065 County Circle Drive, Riverside, CA 92503
	Phone	951.358.7036 Fax 951.358.4529
E-mail	sharring@rivcocha.org	
Project Director	The Project Director is responsible for all of the day-to-day activities of project implementation and for seeing that all grant requirements are met. This person will be in contact with State Immunization Branch staff, will receive all programmatic, budgetary, and accounting mail for the project and will be responsible for the proper dissemination of program information.	
	Name	Tonya Geiger
	Title	P.H. Program Chief II, Immunizations, Staff Development & Family Planning
	If address(es) are the same as the organization above, just check this box and go to Phone <input type="checkbox"/>	
	Mailing Address	PO Box 7600, Riverside, CA 92513
	Street Address (If Different)	4210 Riverwalk Parkway, Ste 400, Riverside, CA 92505
	Phone	951.358.7170 Fax 951.358.7912
E-mail	tgeiger@rivcocha.org	

Payment Receiver	All payments are sent to the attention of this person at the designated address.	
	Name	<u>Fiscal Department - Grants Unit</u>
	Title	<u></u>
	If address(es) are the same as the organization above, just check this box and go to Phone <input type="checkbox"/>	
	Mailing Address	<u>PO Box 7600, Riverside, CA 92513</u>
	Street Address (If Different)	<u>4065 County Circle Drive, 4th Floor, Riverside, CA 92503</u>
	Phone	<u>951.358.5101</u> Fax <u>951.358.5292</u>
E-mail	<u>IMichael@rivcocha.org</u>	
Fiscal Reporter	The Fiscal Reporter prepares invoices, maintains fiscal documentation and serves as the primary contact for all related questions.	
	Name	<u>Yadira Romo</u> <u>Renona Weathersby</u>
	Title	<u>Principal Accountant</u> <u>Accountant</u>
	If address(es) are the same as the organization above, just check this box and go to Phone <input checked="" type="checkbox"/>	
	Mailing Address	<u></u>
	Street Address (If Different)	<u></u>
	Phone	<u>951.358.5996 / 951.358.5487</u> Fax <u>951.358.5292</u>
E-mail	<u>YRomo@rivcocha.org</u> <u>RWeathersby@rivcocha.org</u>	
Fiscal Signatory	The Fiscal Signatory has signature authority for invoices and all fiscal documentation reports.	
	Name	<u>Isabel Michaelis</u>
	Title	<u>Fiscal Manager</u>
	If address(es) are the same as the organization above, just check this box and go to Phone <input checked="" type="checkbox"/>	
	Mailing Address	<u></u>
	Street Address (If Different)	<u></u>
	Phone	<u>951.358.5101</u> Fax <u>951.358.5292</u>
E-mail	<u>IMichael@rivcocha.org</u>	

**CDPH Immunization Branch
Grant Application
Local Project Synopsis**

Form 3

Name of Grantee: Riverside University Health System, Department of Public Health

1. DESCRIPTION OF SERVICES TO BE PROVIDED:

Narrative

Riverside University Health System, Department of Public Health's (DOPH) goal is to improve the immunization rates among children in Riverside County. Immunizations that are provided to children are at the ten Family Care Centers throughout Riverside County will be supported by the Immunization Program. A selective review, which provides information on the immunizations up-to-date rates, is conducted annually. Annual CoCASA audits will be provided at the Family Care Centers to monitor and improve immunization rates in the public sector. The Administrative Services Supervisor will collaborate with registry field staff to promote CAIR, provide referrals for CAIR as needed, and ensure CAIR participation by the local Family Care Center clinics. Perinatal Hepatitis B Coordinator with the assistance of the Nurse Educator/RN III will provide coordination of care for babies born to positive Hepatitis B mothers and provide education to labs, providers and birthing hospitals regarding Perinatal Hepatitis B. The nurse educator and health education assistants will provide in-services to private providers. The Immunization Branch collaborates with the Disease Control Branch who follows California law and County guidelines for surveillance and reporting of all vaccine preventable diseases. The Immunization Coordinator communicates with the Communicable Disease (CD) staff on surveillance/outbreaks and school exclusions for all vaccine preventable diseases. The Inland Empire Immunization Coalition meets four times a year. The focus of the coalition is the expansion of immunization services throughout Riverside and San Bernardino counties through collaborative partnerships and educating parents on the importance of timely immunizations. The Immunization website provides education and information to the public on vaccine preventable diseases and links them to both Immunization Clinics at the Family Care Centers and the Parent Immunization Newsletter.

2. EVALUATION PLANS:

All grantees participate in process evaluation per their Scope of Work activities. Grantees must complete a quarterly grant report detailing their activities.

The program objectives will be monitored on monthly basis. The immunization team will complete individual monthly program objective target reports that will be submitted to and reviewed by the management team. A monthly budget variance report will be monitored by the Administrative Services Supervisor, the Immunization Coordinator and the Program Chief.

**CDPH Immunization Branch
LHD Scope of Work**

Grant # 15-10442
RFA #15-10146
Date: 04/27/2015

Form 4

1. Service Overview

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

Sections 120325-120380 of the Health & Safety Code, Chapter 435, require immunizations against childhood diseases prior to school admittance. Local Health Department Health (LHD) Officers are required to organize and maintain a program to make the required immunizations available. This grant assists the Grantee in defraying costs of the program which supports the State's objectives to control diseases that are preventable by vaccines. It is the California CDPH's responsibility to provide this assistance to LHDs. The Grantee is to conduct a general immunization program which provides the general public with vaccines recommended by the Advisory Committee on Immunization Practices (ACIP). In addition, the Grantee identifies target populations in need of immunizations and initiates corrective action to improve immunization levels.

2.

Glossary of Acronyms

Abbreviation	Definition
ACIP	Advisory Committee on Immunization Practices
CAIR	California Immunization Registry
CDPH	California Department of Public Health
CoCASA	Clinic Assessment Software Application
HBsAg	Hepatitis B Surface Antigen
HBV	Hepatitis B Vaccine
HDAS	Health Department Authorized Sites
LHD	Local Health Department
LHJ	Local Health Jurisdiction
PEP	Post Exposure Prophylaxis
QAR	Quality Assurance Reviews
VFC	Vaccines for Children Program
VPDs	Vaccine Preventable Disease(s)

**CDPH Immunization Branch
LHD Scope of Work**

Grant # 15-10442
RFA #15-10146
Date: 04/27/2015

3. Services to be Performed

The LHD must agree to the following inclusive objectives and conduct the following activities. Many of the services to be performed are also objectives and activities required by the Federal Government and are conditions for funding of the California Immunization Program and/or statutory requirements of State and LHDs. The level of subvention grant funding to be awarded is not represented as sufficient for support of all the required activities; a significant amount of local support and funding is expected. Subvention grant funds must not be used to supplant (i.e., replace) local funds currently being expended for routine immunization services and activities.

A. Goals:

1) Program Management

Objective 1: To improve accountability, maximize efficiency and increase productivity under this grant.

a. Required Activities:

- i. Grantee agrees to assign the responsibility of monitoring each program activity:
1) Program Management; 2) Vaccine Accountability and Management; 3) Vaccine Availability; 4) Immunization Information Systems; 5) Provider Quality Assurance and Improvement; 6) Perinatal Hepatitis B Prevention; 7) Education, Information, Training, and Partnerships; 8) Prevention, Surveillance and Control of Vaccine Preventable Disease; and 9) Assessment of Compliance with Childcare and School Immunization Entry Requirements.
- ii. Monitor grant fund expenditures to maximize the utilization of the funding for achieving the goals and objectives. Grant invoices shall be reviewed and submitted quarterly to the CDPH Immunization Branch.
- iii. Facilitate and promote continuity of care through the utilization of a medical home among medically underserved children, adolescents and adults for all services including immunizations.
- iv. The Immunization Coordinator is required to participate in meetings, webinars and conference calls as requested by the CDPH Immunization Branch including, but not limited to, the CDPH Immunization Branch's Annual Immunization Coordinators' Meeting, New Immunization Coordinator Orientation (offered annually and required for all new Immunization Coordinators), regional coordinator's meetings, and conference calls related to influenza, outbreak control, changes in policies and procedures, and other important issues.
- v. Provide desk space and basic support for CDPH Immunization Field staff if available and as requested by CDPH.
- vi. Submit quarterly grant reports by the 15th of the month following the end of the quarter.

b. Performance Measures:

- i. Thoroughness and timeliness of Quarterly Grant Reports submitted.
- ii. Percentage of immunization funds expended.

c. Reporting Requirements:

- i. Grant reports.

CDPH Immunization Branch
LHD Scope of Work

Grant # 15-10442
RFA #15-10146
Date: 04/27/2015

2) Vaccine Accountability and Management

Objective 1: With the assistance of the CDPH Immunization Branch, the grantee is to provide guidance to LHD facilities and Health Department Authorized Sites (HDAS) that receive State-supplied vaccine to facilitate compliance with current protocols, policies, and procedures for vaccine storage and handling in accordance with manufacturers' specifications and as stated in the document: *VFC Participation Agreement and Certification of Capacity to Store Vaccines*.

a. Required Activities:

- i. Provide education and guidance to LHD facility and HDAS staff regarding the requirements stated in the above document as needed.

b. Suggested Activities:

- i. Promote CDPH requirements and recommendations for the storage and handling of vaccines.
- ii. Conduct Immunization Skills Institute trainings for local provider staff.

c. Performance Measures:

- i. Percentage of VFC Requirements being met, as measured by the Quality Assurance Visits conducted by CDPH Immunization Branch Representatives.

d. Reporting Requirements:

- i. Education activities developed and offered to LHD and HDAS.

Objective 2: The Grantee will provide guidance to LHD facilities and HDAS that receive State-supplied vaccine to facilitate compliance with current protocols, policies, and procedures for vaccine accountability including: ordering; patient eligibility screening; administration; waste minimization; dose accountability and reporting; and annual recertification requirements, as stated in the following documents:

- Policy for Provision of State-funded Vaccines to Privately Insured Patients by Local Health Department Jurisdictions.
- Vaccine Eligibility Guidelines for Health Department and CDPH Approved Health Department Authorized Sites (HDAS)

a. Required Activities:

- i. Provide education and guidance to LHD and HDAS facility staff regarding the requirements stated in the above documents as needed.
- ii. Facilitate the development and implementation of Corrective Action Plans for vaccine loss/waste incidents due to negligence in LHD facilities and HDAS as requested by the CDPH Immunization Branch.
- iii. Notify the CDPH Immunization Branch of suspected acts of fraud and/or abuse of State-supplied vaccine within the jurisdiction.
- iv. Provide guidance to LHD and HDAS staff regarding requirements and processes for dose-level tracking/accountability and reporting of State-supplied vaccine.

b. Suggested Activities:

- i. Assist in the management of State-supplied vaccine within the jurisdiction by assisting providers with transferring excess inventory or short-dated vaccine to

**CDPH Immunization Branch
 LHD Scope of Work**

other providers who could utilize the vaccine and providing guidance on the transfer of the vaccine and required documentation.

c. Performance Measures:

- i. Percentage of doses ordered by vaccine type that were deemed non-viable due to expiration and/or improper storage and handling.
- ii. Number of vaccine storage and handling incidents and vaccine dose accountability reports.

d. Reporting Requirements:

- i. Corrective action plans and implemented grant reports.

3) Vaccine Availability

Objective 1: The grantee will promote access to ACIP-recommended vaccines for children, adolescents and adults throughout the jurisdiction in LHD facilities and HDAS.

a. Required Activities:

- i. Ensure immunization services are provided directly by the LHD and/or identify, authorize and monitor community-based health care agencies to provide immunization services as described in the *Clinic Services Document*. LHDs are responsible for ensuring that their community partners that receive State-supplied vaccine are in compliance with all storage and handling requirements.
- ii. Assist LHD facilities and HDAS receiving State-supplied vaccine in developing and implementing policies that specify no charge may be made to the patient, parent, guardian or third party payer for the cost of the State-supplied vaccine. If a vaccine administration fee is charged, it may not exceed the maximum established by policy and a sliding scale/fee waiver process must be in place. Signage stating that those persons eligible to receive State-supplied vaccine (excluding influenza only) may not be denied vaccine for failure to pay the administration fee or make a donation to the provider must be posted in a prominent location.
- iii. In collaboration with LHD facilities and HDAS, monitor and facilitate compliance with requirements for the use of State-supplied vaccine.
- iv. Develop and implement an annual influenza vaccination strategy for utilization of State-supplied Influenza vaccine in accordance with State Influenza eligibility guidelines to promote the distribution of vaccine throughout the jurisdiction utilizing LHD facilities, community partners, HDAS and mass vaccination clinics.
- v. Operate or support mass influenza clinics that include immunization of school-aged children.

<u>Total population of jurisdiction</u>	<u>Minimum number of children to be immunized</u>
<10,000	50
10,000-50,000	200
>50,000-<100,000	350
100,000-500,000	500
>500,000-3.5 million	1,000
>3.5 million	2,500

**CDPH Immunization Branch
LHD Scope of Work**

- vi. Participate in CDPH Immunization Branch statewide Flu and Immunization Update calls.
- vii. Directly provide and/or work with community partners to implement special targeted vaccination initiatives as directed by the CDPH Immunization Branch such as new legislatively-required vaccines for school entry and mass vaccination.
- viii. For outbreak control activities, work with field representative and follow CDPH approval process for using 317 vaccine. Vaccine should only be administered by LHD staff unless prior approval by CDPH.
- ix. Develop and make available to the public a resource list of providers within the jurisdiction that provide low/no cost immunizations for children and adults.

b. Suggested Activities:

- i. Utilize existing local data and/or conduct assessments to identify low or lagging vaccination coverage levels for specific populations and/or specific vaccines (i.e., pockets of need) within the jurisdiction and develop and conduct activities to reduce these disparities.
- ii. Promote participation in the VFC Program to other jurisdictional facilities that provide immunizations (e.g., primary care, juvenile halls, community and school-based clinics and private providers).

c. Performance Measures:

- i. Number of operating LHD facilities and HDAS, along with immunizations at each location.
- ii. Mass vaccination clinic outcomes.

d. Reporting Requirements:

- i. Number and hours of operating sites.
- ii. Number of immunizations provided with state-funded vaccines and costs to patient.
- iii. Doses of influenza administered, age groups of recipients, and clinic settings for mass influenza clinics.

4) Immunization Information Systems

Objective 1: The Grantee is to assist in the promotion and implementation of the California Immunization Registry (CAIR).

a. Required Activities:

- i. Require LHD Immunization Clinics to enter all patients into CAIR either through weekly direct entry or bi-weekly electronic data upload (with the exception of outreach-based Flu vaccinations). Assist the CDPH Immunization Branch with addressing CAIR issues in LHD Immunization Clinics including areas such as frequency of use, data quality, and adherence to policies and procedures.
- ii. Assist with addressing CAIR issues in LHD Immunization Clinics including areas such as frequency of use, data quality, and adherence to policies and procedures.
- iii. Promote CAIR to VFC and non-VFC providers during general immunization outreach and education activities and refer interested providers to the CDPH Immunization Branch.

**CDPH Immunization Branch
LHD Scope of Work**

- iv. Refer participating CAIR providers needing assistance to the CAIR Help Desk for support.
- v. Participate in CAIR Trainings and/or CAIR Update meetings.
- vi. Run CoCasa reports or missing immunization reports to identify patients needing recall and any trends of gaps in immunization coverage.

b. Suggested Activities:

- i. State influenza doses should be entered into CAIR as feasible.
- ii. Assist in recruiting other LHD-based facilities that give immunizations to use CAIR including child cares, sexually transmitted disease clinics, juvenile halls/jails, primary care services, etc., and assist CDPH Immunization Branch with addressing implementation issues within these settings.
- iii. Promote CAIR to adolescent and adult medical providers as well as non-medical sites such as WIC agencies and schools within the jurisdiction.
- iv. Provide space for CAIR user trainings if available and requested by the CDPH Immunization Branch.
- v. Assist with distributing CAIR provider materials (e.g., Reminder/Recall postcards).

c. Performance Measures:

- i. Percentage of LHD Immunization Clinics entering all patients into CAIR according to established timeframes.
- ii. Participation in CAIR Trainings and/or CAIR Update meetings, if offered.

d. Reporting Requirements:

- i. Percentage of LHD clinics entering records into CAIR, along with timeframes of entry is completed.

5) Provider Quality Assurance and Improvement

Objective 1: To improve the quality and efficiency of immunization services, participate or follow up on VFC Compliance Visits, as requested by CDPH staff, to assess adherence to the Standards for Child and Adolescent Immunization Practices.

a. Required Activities:

- i. In conjunction with the CDPH Immunization Branch, participate in and support the VFC Compliance Visit process for all LHD facilities and HDAS within the jurisdiction and assist with the implementation of corrective action plans, strategies to reduce missed opportunities for vaccination, and linkage/referral to medical homes.
- ii. As directed by the CDPH Immunization Branch, conduct follow-up visits with LHD facilities and HDAS to provide assistance with implementation of mandatory corrective action plans.

b. Suggested Activities:

- i. Working with the Senior Field Representative, assist with conducting VFC compliance and educational visits at public and private VFC sites to improve the delivery and quality of immunization services within the jurisdiction.
- ii. Maintain an LHD database to monitor changes in immunization coverage and missed opportunities for providers that participate in the assessment.

**CDPH Immunization Branch
LHD Scope of Work**

- iii. Provide instructions and/or referral to the Local CAIR Representatives (LCR) or CAIR website to providers requesting guidance on using CoCASA for determining immunization coverage and missed opportunity rates.
- iv. Assist and support the VFC Program with conducting follow-up activities as requested.

c. Performance Measures:

- i. Percentage of immunization rate assessments completed for those facilities designated for assessment.
- ii. Feedback sessions conducted with sites needing additional support

d. Reporting Requirements:

- i. VFC Compliance Visit Reports and CoCASA Reports submitted to the CDPH Immunization Branch Senior Field Representative.

6) Perinatal Hepatitis B Prevention

Objective 1: Reduce the incidence of perinatal hepatitis B infection in the jurisdiction.

a. Required Activities:

- i. Educate prenatal care providers on:
 - 1) Screening all pregnant women for Hepatitis B Surface Antigen (HBsAg) as part of the first prenatal labs;
 - 2) Informing the planned delivery hospital of the mother's HBsAg-positive status at least one month prior to delivery date;
 - 3) Reporting HBsAg-positive pregnant women to the local health jurisdiction (LHJ) within the timeline stated by current California codes and regulations; and
 - 4) Educating HBsAg-positive pregnant women about the current ACIP recommendations on prevention of perinatal hepatitis B transmission.
- ii. Educate birth hospitals on:
 - 1) Identifying all pregnant HBsAg-positive on hospital admission;
 - 2) Immediately testing pregnant women with unknown HBsAg status on admission;
 - 3) Developing written policies and procedures or standing orders for the prevention of perinatal hepatitis B infection per the current ACIP recommendations, including administration of post-exposure prophylaxis (PEP) for infants of HBsAg-positive and notification of LHJ if PEP is refused by the parents; and administration of a universal Hepatitis B Vaccine (HBV) birth dose.
- iii. Create a method with LHJ Communicable Disease staff to identify HBsAg-positive pregnant women through laboratory report review.
- iv. Contact and educate HBsAg-positive women about current ACIP recommendations on prevention of perinatal hepatitis B transmission.
- v. Follow-up with birth hospitals to ensure that infants of HBsAg-positive women received appropriate PEP at birth.

**CDPH Immunization Branch
LHD Scope of Work**

- vi. Follow up with pediatrician to ensure that HBV vaccine series is given and document dates of receipt
- vii. Follow-up with pediatrician to ensure that PVS testing occurs at 9 months and document the results
- viii. Recommend that infected infants are referred to a gastroenterologist
- ix. Report the following to CDPH
 - a. HBsAg-positive pregnant women;
 - b. Infants who did not receive appropriate PEP at birth, either due to a PEP error or due to parental refusal of PEP for the infant; and
 - c. HBV-infected infants \leq 24 months of age.

b. Suggested Activities:

- i. Work with Perinatal Hepatitis B staff at the CDPH Immunization Branch as appropriate on provider enrollment, quality assurance, and/or follow-up activities.

c. Performance Measures

- i. Number of birth hospitals within the jurisdiction providing Hepatitis B birth dose and screening all pregnant women for HBsAg in accordance with recommendations.
- ii. Noncompliant birth hospitals have received education regarding recommendations.
- iii. Number of infants born to HBV-infected mothers who have completed PVS testing
- iv. Percentage of birth hospitals within the jurisdiction that deliver babies eligible for VFC vaccine which have enrolled in the VFC Program.

d. Reporting Requirements:

- i. Report the number of birthing hospitals that are compliant with Hepatitis B birth dose and HBsAg screen of pregnant women recommendations.
- ii. Provide updates regarding education and assistance provided to noncompliant birth facilities.
- iii. Report birth hospitals that have successfully enrolled and are actively participating in the VFC Program.

7) Education, Information, Training, and Partnerships

Objective 1: Expand immunization services, promote best practices and improve coverage rates among children, adolescents and adults within the jurisdiction through the development of partnerships and collaborative activities.

a. Required Activities:

- i. Develop and maintain partnerships and conduct collaborative activities with organizations and community groups serving children, adolescents, adults to expand immunization services, promote best practices and improve coverage rates. Organizations include, but are not limited to, hospitals and birthing facilities, child care providers, schools, juvenile/adult correction facilities, WIC and other social service agencies, nursing homes, home health agencies, colleges/adult schools and medical associations/organizations.

**CDPH Immunization Branch
LHD Scope of Work**

b. Suggested Activities:

- i. Participate in local and state immunization coalitions, task forces and work groups such as the California Immunization Coalition (CIC).

c. Performance Measures:

- i. Number of new partnerships developed.
- ii. Number and type of activities conducted with new and existing partnerships coalitions, task forces and/or workgroups.

d. Reporting Requirements:

- i. Report the number of new partnerships developed.
- ii. Report by number and type of activities conducted with new and existing partnerships, coalitions, task forces and/or workgroups.

Objective 2: Provide and/or promote education and training opportunities, materials, and information to health care providers, schools and childcare centers, community organizations, and the general public within the jurisdiction to promote best practices for immunization and raise awareness about the importance of immunizations.

a. Required Activities:

- i. Serve as the immunization expert and resource within the jurisdiction for healthcare providers, schools, community organizations and the general public.
- ii. Provide information on available education and training resources available through the Centers for Disease Control and Prevention (CDC), State and local health department such as such as EZIZ modules and the Epidemiology and Prevention of Vaccine Preventable Diseases (Epi-Vac) course to facilitate the orientation and training of new LHD Immunization Program staff.
- iii. Promote and encourage providers/organizations to sign up for EZIZ list-serve to receive information on upcoming educational/training opportunities and immunization-related news.
- iv. Collaborate with CDPH Immunization Branch to notify healthcare providers and other organizations within the jurisdiction about critical immunization information such as changes in the ACIP schedule and new laws/requirements.
- v. Order, stock and disseminate materials available through the Immunization Coordinators' website to providers, schools and other immunization stakeholders within the jurisdiction.
- vi. Conduct at least one annual community-wide educational campaign on immunization issues related to pediatric, adolescent, adults and/or seasonal influenza.

NOTE: A *campaign* is an organized effort through various communications activities to inform your designated audience (i.e., pregnant women, parents of preteens, providers, etc.) of a given issue (e.g., influenza vaccine promotion, encourage Tdap vaccination among pregnant women, etc.).

A campaign is considered completed by conducting at least two of the following communication activities:

**CDPH Immunization Branch
LHD Scope of Work**

- Send educational e-mail(s) to immunization stakeholders, such as school nurses, provider groups, LHD staff, WIC, Head Start, etc.
- Contribute an article to newsletters/bulletins
- Distribute materials to stakeholders, such as schools, youth programs, providers, WIC, MCAH, etc.
- Distribute materials for use at community health fairs/events
- Post message(s) on Facebook, Twitter
- Post a web banner on your website and/or signature line
- Advertise your message (outdoor advertising, print, radio, TV, Online)
- Conduct a health fair or other community event
- Conduct a presentation for grand round/In-service for providers
- Speak at a school assembly, PTA meeting, classroom, or at a parent-teacher night
- Conduct a presentation for a community group (e.g., prenatal class)
- Conduct a press event
- Issue a press release
- Issue a proclamation
- Participate in a media interview

b. Suggested Activities:

- i. Conduct presentations, workshops, trainings and/or contribute articles to provider newsletters on immunization-related topics to health care providers and other organizations about pediatric, adolescent and adult immunization issues including, but not limited to, ACIP recommendations, best practices, new vaccines, vaccine storage and handling, vaccine safety, VAERS reporting, vaccination documentation requirements.
- ii. Promote and/or implement activities supporting official national and/or statewide immunization campaigns (observances) such as Preteen Vaccine Week (PVW), National Infant Immunization Week/Toddler Immunization Month (NIIW/TIM), National Adult Immunization Awareness Week (NAIAW), National Immunization Awareness Month (NIAM), and National Influenza Vaccine Week (NIVW).
- iii. Conduct education and awareness activities targeted to parents and the general public promoting vaccine safety, efficacy and importance of recommended immunizations.
- iv. Provide and regularly maintain accurate website content and web links on vaccine preventable disease and immunizations representing pediatric, adolescent and adult issues and resources.

c. Performance Measures:

- i. Number of new immunization program staff completing training, and types of training completed.
- ii. Number of LHD immunization clinic staff completing training, and types of training completed.
- iii. Number and type of notifications sent to health care providers and other organizations.
- iv. Number and type of presentations/workshops/trainings provided.
- v. Number and type of children, adolescent, adult and/or influenza campaigns conducted. Describe immunization issue, audience and communication activities conducted.

**CDPH Immunization Branch
LHD Scope of Work**

d. Reporting Requirements:

- i. Report the number of new immunization program staff completing training, and types of training completed.
- ii. Report the number of LHD immunization clinic staff completing training, and types of training completed.
- iii. Report the number and type of notifications sent to health care providers and other organizations.
- iv. Report the number and type of presentations/workshops/trainings provided.
- v. Report the number and type of children, adolescent, adult and/or influenza campaigns conducted.

8) Prevention, Surveillance and Control of Vaccine Preventable Disease (VPD)

Objective 1: Assist with the prevention, surveillance and control of vaccine preventable disease (VPD) within the jurisdiction.

a. Required Activities:

- i. Work collaboratively with LHD Communicable Disease Control staff and the CDPH Immunization Branch to address VPD outbreaks within the jurisdiction including: securing vaccine to immunize at risk patients; assisting with the organization and implementation of efforts to vaccinate susceptible individuals; developing and disseminating messages to inform the public of the outbreak, prevention and availability of vaccine; organizing outreach events as needed; performing vaccine accountability and management; and reporting vaccine utilization.
- ii. For outbreak control activities, work with field representative and follow CDPH approval process for using 317 vaccine. Vaccine should only be administered by LHD staff if prior approval is given by CDPH.
- iii. Ensure that LHD Immunization Clinics are knowledgeable about and utilize the Vaccine Adverse Events Reporting System (VAERS) for reporting adverse events following immunizations in accordance with CDPH Immunization Branch guidelines.

b. Suggested Activities:

- i. Support the maintenance of an effective system for identification and reporting of suspect, probable and confirmed cases of VPDs following the guidelines set forth by Title 17.
- ii. Support the investigation and follow-up of reported suspect, probable and confirmed VPDs following the guidelines set forth by the CDC and CDPH Immunization Branch.

c. Performance Measures:

- i. Percentage of cases reported and followed up according to established timelines.

d. Reporting Requirements:

- i. Report on activities done with communicable disease staff on outbreaks.

9) Assessment of Compliance with Childcare and School Immunization Entry Requirements

**CDPH Immunization Branch
LHD Scope of Work**

Objective 1: Assist the CDPH Immunization Branch with assessing compliance with Child Care and School Immunization Entry Requirements according to CDPH Immunization Branch guidelines and instructions.

a. Required Activities:

- i. Based on lists provided by the CDPH Immunization Branch, follow-up with childcare and school sites that do not complete the electronic Fall Assessment.
- ii. As requested, conduct selective review site visits to a random sample of child care centers, kindergartens, and/or seventh-grade schools (cohort will rotate annually) identified by the CDPH Immunization Branch including interviewing staff, reviewing randomly selected student records, providing guidance regarding noncompliant students, and completing and submitting requested documentation.
- iii. In coordination with the CDPH Immunization Branch, provide guidance and encourage compliance with existing school and child care entry requirements and regulations by all child care centers and schools within the jurisdiction. *The Annual School Immunization Assessment Reporting and Follow-Up Policy* details LHD responsibilities.

b. Suggested Activities:

- i. Conduct presentations, workshops and trainings on school and child care law immunization requirements.
- ii. Provide guidance, including site visits as necessary, to address issues identified in schools grades pre-K through 12th.

c. Performance Measures:

- i. Percentage of jurisdictional sites which have completed the annual immunization assessment.

d. Reporting Requirements:

- i. Numbers of schools followed-up with.
- ii. Percentage of late responders that submitted paperwork.

CDPH Immunization Branch
Funding Application for Immunization Subvention Grant Funds

RFA #15-10146
Date: 04/27/2015

Exhibit B - Budget

Form 5A

Applicant: **Riverside University Health System – Department of Public Health**
Budget Period: **July 1, 2015 - June 30, 2016**

<u>Objective</u>		<u>Funding Amount</u>
1	Program Management	126,916.00
2	Vaccine Accountability and Management	59,776.00
3	Vaccine Availability	72,888.00
4	Immunization Information Systems	61,283.00
5	Provider Quality Assurance and Improvement	45,839.00
6	Perinatal Hepatitis B Prevention	30,013.00
7	Education, Information, Training and Partnerships	61,045.00
8	Prevention, Surveillance and Control of Vaccine Preventable Disease (VPD)	5,371.00
9	Assessment of Compliance with Childcare and School Immunization Entry Requirements	19,671.00
	Total Funding Requested within this Application:	482,802.00
	Total Personnel:	431,958.00
	Total General Expenses:	50,844.00
	Budget Total:	482,802.00

CDPH Immunization Branch
Funding Application for Immunization Subvention Grant Funds

RFA #15-10146
Date: 04/27/2015

Exhibit B - Budget

Form 5B

Applicant: **Riverside University Health System – Department of Public Health**
Budget Period: **July 1, 2016 - June 30, 2017**

<u>Objective</u>		<u>Funding Amount</u>
1	Program Management	\$ 108,390.00
2	Vaccine Accountability and Management	\$ 65,919.00
3	Vaccine Availability	\$ 74,623.00
4	Immunization Information Systems	\$ 63,527.00
5	Provider Quality Assurance and Improvement	\$ 50,266.00
6	Perinatal Hepatitis B Prevention	\$ 32,272.00
7	Education, Information, Training and Partnerships	\$ 60,463.00
8	Prevention, Surveillance and Control of Vaccine Preventable Disease (VPD)	\$ 5,699.00
9	Assessment of Compliance with Childcare and School Immunization Entry Requirements	\$ 21,643.00
Total Funding Requested within this Application:		\$ 482,802.00
Total Personnel:		\$ 432,160.00
Total General Expenses:		\$ 50,642.00
Budget Total:		\$ 482,802.00

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. Upon completion of project activities as provided in Exhibit A Grant Application, and upon receipt and approval of the invoices, the State agrees to reimburse the Grantee for activities performed and expenditures incurred in accordance with the costs specified herein.
- B. Invoices shall include the Grant Number and shall be submitted in triplicate not more frequently than quarterly in arrears to:
- Robina Escalada
California Department of Public Health
Immunization Branch
850 Marina Bay Pkwy., Bldg. P, 2nd Floor
Richmond, CA 94804
- 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 activities performed and are in accordance with Exhibit A Grant Application 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 Grant. Subject to the terms of this Grant, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable and approved by CDPH.

2. 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 Agreement 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 Agreement and Grantee shall not be obligated to fulfill any provisions of this Agreement.
- 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 Agreement with no liability occurring to the State, or offer an agreement amendment to Grantee to reflect the reduced amount.

3. 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

4. Amounts Payable

- A. The amounts payable under this Grant shall not exceed:
- 1) \$482,802 for the budget period of 07/01/2015 through 06/30/2016.
 - 2) \$482,802 for the budget period of 07/01/2016 through 06/30/2017.
- 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.

5. Timely Submission of Final Invoice

- A. A final undisputed invoice shall be submitted for payment no more than sixty (60) calendar days following the expiration or termination date of this Grant, unless a later or alternate deadline is agreed to in writing by the program grant manager. Said invoice should be clearly marked "Final Invoice", 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.

6. Allowable Line Item Shifts

- A. Cumulative line item shifts of up to \$25,000 or 10% of the annual agreement total may be made, whichever is greater, up to a cumulative annual maximum of \$50,000, provided the annual agreement total does not increase or decrease.
- B. Line item shifts meeting this criteria shall not require a formal agreement amendment.
- C. Grantee shall adhere to State requirements regarding the process to follow in requesting approval to make line item shifts.
- D. Line item shifts may be proposed/requested by either the State or the Grantee.

7. Travel and Per Diem Reimbursement

Any reimbursement for necessary travel and per diem shall be at the rates currently in effect as established by the California Department of Human Resources (CalHR).

EXHIBIT C

STANDARD GRANT CONDITIONS

1. **APPROVAL:** This Grant is of no force or effect until signed by both parties and approved by the Department of General Services, if required. The Grantee may not commence performance until such approval has been obtained
2. **AMENDMENT:** No amendment or variation of the terms of this Grant shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or Agreement not incorporated in the Grant is binding on any of the parties. In no case shall the Department materially alter the scope of the Project set forth in Exhibit A.
3. **ASSIGNMENT:** This Grant is not assignable by the Grantee, either in whole or in part, without the written consent of the Grant Manager in the form of a written amendment to the Grant.
4. **AUDIT:** Grantee agrees that the Department, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to this Grant. Grantee agrees to maintain such records for a possible audit for a minimum of three (3) years after final payment or completion of the project funded with this Grant, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to the project.
5. **CONFLICT OF INTEREST:** Grantee certifies that it is in compliance with all applicable state and/or federal conflict of interest laws.
6. **INDEMNIFICATION:** Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the project, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of any activities related to the Project.

7. FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:

Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of all grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of any applicable state or federal law, or the provisions of this Grant. Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.

8. GOVERNING LAW: This Grant is governed by and shall be interpreted in accordance with the laws of the State of California.

9. INCOME RESTRICTIONS: Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Grant shall be paid by the Grantee to the Department, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the Department under this Grant.

10. INDEPENDENT ACTOR: Grantee, and its agents and employees of Grantee, in the performance of the Project, shall act in an independent capacity and not as officers, employees or agents of the Department.

11. MEDIA EVENTS: Grantee shall notify the Department's Grant Manager in writing at least twenty (20) working days before any public or media event publicizing the accomplishments and/or results of the Project and provide the opportunity for attendance and participation by Department's representatives.

12. NO THIRD-PARTY RIGHTS: The Department and Grantee do not intend to create any rights or remedies for any third-party as a beneficiary of this Grant or the project.

13. NOTICE: Grantee shall promptly notify the Department's Grant Manager in writing of any events, developments or changes that could affect the completion of the project or the budget approved for this Grant.

14. PROFESSIONALS: Grantee agrees that only licensed professionals will be used to perform services under this Grant where such services are called for.

15. RECORDS: Grantee certifies that it will maintain Project accounts in accordance with generally accepted accounting principles. Grantee further certifies that it will comply with the following conditions for a grant award as set forth in the Request for Applications (Exhibit D) and the Grant Application (Exhibit A).

- Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
- Establish separate accounts which will adequately and accurately depict all amounts received and expended on this Project, including all grant funds received under this Grant;
- Establish separate accounts which will adequately depict all income received which is attributable to the Project, especially including any income attributable to grant funds disbursed under this Grant;
- Establish an accounting system which will adequately depict final total costs of the Project, including both direct and indirect costs; and,
- Establish such accounts and maintain such records as may be necessary for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations.

16. RELATED LITIGATION: Under no circumstances may Grantee use funds from any disbursement under this Grant to pay for costs associated with any litigation between the Grantee and the Department.

17. RIGHTS IN DATA: Grantee and the Department agree that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work submitted under Exhibit A in the performance of the Project funded by this Grant shall be in the public domain. Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Project, subject to appropriate acknowledgment of credit to the Department for financial support. Grantee shall not utilize the materials submitted to the Department (except data) for any profit making venture or sell or grant rights to a third-party who intends to do so. The Department has the right to use submitted data for all governmental purposes.

18. VENUE: The Department and Grantee agree that any action arising out of this Grant shall be filed and maintained in the Superior Court, County of Sacramento, California. Grantee waives any existing sovereign immunity for the purposes of this Grant, if applicable.

County of Riverside
Grant # 15-10442
Total Pages: 25

EXHIBIT D

REQUEST FOR APPLICATIONS #15-10146



State of California—Health and Human Services Agency
California Department of Public Health



KAREN L. SMITH, MD, MPH
Director and State Health Officer

EDMUND G. BROWN JR.
Governor

DATE: April 30, 2015

TO: Local Health Officers
Immunization Coordinators
Receiving Immunization Program Local Assistance Grants

FROM: Maria E. Volk, MPA, Acting Assistant Branch Chief *Maria E. Volk*
Immunization Branch

SUBJECT: Application for Immunization Local Assistance Grant Funds,
Fiscal Year 2015-2017

GRANT AGREEMENT FUNDING ANNOUNCEMENT/RELEASE

The California Department of Public Health (CDPH), Immunization Branch, is pleased to release the grant application process to Local Health Department (LHD) grantees for FY 2015-17. CDPH has authority to grant funds for the Project under Health and Safety Code, Section 120325-120380, Chapter 435, which requires immunizations against childhood diseases prior to school admittance. LHDs serve as the lead health agency in their respective jurisdictions. LHD's Health Officers are required to organize and maintain a program to make the required immunizations available. This grant assists the Grantee in defraying costs of the program which supports the State's objectives to control diseases that are preventable by vaccines. It is CDPH's responsibility to provide this assistance to LHDs. The Grantee is to conduct a general immunization program which provides the general public with vaccines recommended by the Advisory Committee on Immunization Practices (ACIP). In addition, the Grantee identifies target populations in need of immunizations and initiates corrective action to improve immunization levels.

OVERVIEW

This letter also provides an overview of the allocation of funding application process. As in past years, your State Immunization Branch Field Representative will discuss the contractual dollar amount available to your Department for FY 2015-17. In addition, your representative is available for assistance and consultation regarding any programmatic issues included in the grant and preparation of your proposed budget. For your reference, a copy of the Allowable/ Non-Allowable Use of 317 and VFC (Vaccines for Children) Federal Assistance (FA) Operations Funds is enclosed.

Local Health Officers
Immunization Coordinators
Receiving Immunization Program Local Assistance Grants
April 30, 2015
Page 2 of 2

This year CDPH will be initiating a two year grant. The award figure for both years will be the same. Similar to prior years, the availability of federal local assistance grant funds is dependent upon funds received from the Centers for Disease Control and Prevention and, at CDPH's discretion, we may award additional funding if it becomes available. Should funding be reduced, we will promptly notify you of such changes and will work with you to revise your budget to match available funds.

SUBMISSION OF FINAL APPLICATION PACKAGE

Completed application packages must be submitted by **Friday, May 22, 2015** to izb.admin@cdph.ca.gov.

The application package contains the following:

- Form 1: Application Cover Sheet/Checklist
- Form 2: Grantee Information Form
- Form 3: Local Project Synopsis
- Form 4: LHD Scope of Work
- Form 5A: FY 2015-16 Grantee Budget and/or Subgrantee Budget
- Form 5B: FY 2016-17 Grantee Budget and/or Subgrantee Budget

Thank you.

Enclosures

cc: Perinatal Hepatitis B Coordinators
State Immunization Branch Field Representatives
Ruby Escalada, CDPH, Immunization Branch
Noemi Marin, CDPH, Immunization Branch
Rossana Ordonez, CDPH, Immunization Branch
Jonathan Tandoc, CDPH, Immunization Branch

**Allowable Uses of
317 and Vaccines for Children (VFC) Federal Assistance (FA) Operations Funds**

The Centers for Disease Control and Prevention (CDC) developed the following table to assist states and their sub-recipients in preparing budgets that are in compliance with federal grants policies and CDC award requirements. The table was developed using a combination of OMB Circular A-87, PHS Grants Policy Statement 9505, and POB-identified program priorities.

Object Class Category/Expenses	Allowable with 317 operations funds
Personnel	
Salary/wages	X
Fringe	
Compensation/fringe benefits	X
Travel	
State/Local/Regional conference travel expenses	X
Local meetings/conferences (Ad hoc) (excluding meals)	X
In-state travel costs	X
Out of state travel costs (e.g. NIC, Hep B Coordinator's Meeting, Program Managers/PHA Meeting, ACIP meetings, AFIX and VFC trainings, Program Managers Orientation, and other CDC-sponsored immunization program meetings)*	X
*Please refer to Operations Funding Categories, pg. 10-11 for additional information.	
VFC-only site visits	X
AFIX-only site visits	X
Combined (AFIX & VFC site visits)	X
Perinatal hospital record reviews	X
Equipment*	
Fax machines for vaccine ordering	X
Vaccine storage equipment for VFC vaccine	X
Copy machines	X
*Equipment: an article of tangible nonexpendable personal property having useful life of more than one year <u>and</u> an acquisition cost of <u>\$5,000 or more</u> per unit.	

**Allowable Uses of
317 and Vaccines for Children (VFC) Federal Assistance (FA) Operations Funds**

Supplies	
Vaccine administration supplies (including, but not limited to, nasal pharyngeal swabs, syringes for emergency vaccination clinics)	X
Office supplies-computers, general office (pens, paper, paper clips, etc.), ink cartridges, calculators	X
Personal computers/Laptops/Tablets	X
Pink Books, Red Books, Yellow Books	X
Printers	X
Laboratory supplies (influenza cultures and PCRs, cultures and molecular, lab media serotyping)	X
Digital data logger with valid certificate of calibration/validation/testing report	X
Vaccine shipping supplies (storage containers, ice packs, bubble wrap, etc.)	
Contractual	
State/Local conferences expenses (conference site, materials printing, hotel accommodations expenses, speaker fees). Food is not allowable.	X
Regional/Local meetings	X
General contractual services (e.g., IAPs, local health departments, contractual staff, advisory committee media, provider trainings)	X
GSA Contractual services	X
Other IIS contractual agreements (support, enhancement, upgrades)	X
FA	
Non-CDC Contract vaccines	X
Indirect	
Indirect costs	X
Miscellaneous	
Accounting services	X
Advertising (restricted to recruitment of staff or trainees, procurement of goods and services, disposal of scrap or surplus materials)	X
Audit Fees	X
BRFSS Survey	X
Committee meetings (room rental, equipment rental, etc.)	X

**Allowable Uses of
317 and Vaccine for Children (VFC) Federal Assistance (FA) Operations Funds**

Communication (electronic/computer transmittal, messenger, postage, local and long distance telephone)	x
Consumer information activities	x
Consumer/provider board participation (travel reimbursement)	x
Data processing	x
Laboratory services (tests conducted for immunization programs)	x
Local service delivery activities	x
Maintenance operation/repairs	x
Malpractice insurance for volunteers	x
Memberships/subscriptions	x
NIS Oversampling	x
Pagers/cell phones	x
Printing of vaccine accountability forms	x
Professional service costs directly related to immunization activities (limited term staff), Attorney General Office services	x
Public relations	x
Publication/printing costs (all other immunization related publication and printing expenses)	x
Rent (requires explanation of why these costs are not included in the indirect cost rate agreement or cost allocation plan)	x
Shipping (other than vaccine)	x
Shipping (vaccine)	x
Software license/Renewals (ORACLE, etc.)	x
Stipend Reimbursements	x
Toll-free phone lines for vaccine ordering	x
Training costs – Statewide, staff, providers	x
Translations (translating materials)	x
Vehicle lease (restricted to awardees with policies that prohibit local travel reimbursement)	x
VFC enrollment materials	x
VFC provider feedback surveys	x
VIS camera-ready copies	x

**Non-Allowable Uses of
317 and Vaccines for Children (VFC) Federal Assistance (FA) Operations Funds**

Expense	NOT allowable with federal immunization funds
Honoraria	x
Advertising costs (e.g., conventions, displays, exhibits, meetings, memorabilia, gifts, souvenirs)	x
Alcoholic beverages	x
Building purchases, construction, capital improvements	x
Land purchases	x
Legislative/lobbying activities	x
Bonding	x
Depreciation on use charges	x
Research	x
Fundraising	x
Interest on loans for the acquisition and/or modernization of an existing building	x
Clinical care (non-immunization services)	x
Entertainment	x
Payment of bad debt	x
Dry cleaning	x
Vehicle Purchase	x
Promotional Materials (e.g., plaques, clothing and commemorative items such as pens, mugs/cups,	x
Purchase of food (unless part of required travel per diem costs)	x

Other restrictions which must be taken into account while writing the budget:

Funds may be spent only for activities and personnel costs that are directly related to the Immunization Agreement. Funding requests not directly related to immunization activities are outside the scope of this cooperative agreement program and will not be funded.

CDPH Immunization Branch
Fiscal Year 2015-17
APPLICATION COVER SHEET/CHECKLIST

Form 1

DATE OF SUBMISSION	
ORGANIZATION NAME	
AGREEMENT NUMBER	(Will be assigned by IZ/CDPH)

Provide the name, phone number, and e-mail address of the person we can contact to confirm the date/time of the negotiation conference call.

Contact Name:	Phone Number:
E-mail:	

Type of Application:

New
 Renewal
 Continuation
 Supplement
 Revision

Budget Period:	Total Amount Requested:
From: _____ To: _____	\$ _____

Letter of Intent due _____, 2015

APPLICATION CONTENTS:

Application due May 22, 2015

- | | <u>Please Check</u> |
|---|----------------------------|
| Form 1: Application Cover Sheet/Checklist | <input type="checkbox"/> |
| Form 2: Grantee Information Form | <input type="checkbox"/> |
| Form 3: Local Project Synopsis | <input type="checkbox"/> |
| Form 4: LHD Scope of Work | <input type="checkbox"/> |
| Form 5A: FY 2015-16 Grantee Budget and/or Subgrantee Budget | <input type="checkbox"/> |
| Form 5B: FY 2016-17 Grantee Budget and/or Subgrantee Budget | <input type="checkbox"/> |

NOTE: The above documents must be completed and submitted with this Application Cover Sheet/Checklist Form. E-mail completed application to izb.admin@cdph.ca.gov by the submission deadline.

CDPH Immunization Branch Grantee Information Form

Date Form Completed: _____

Organization	This is the information that will appear on your grant agreement cover.	
	Federal Tax ID # _____	Contract/Grant# _____ (will be assigned by IZ/CDPH)
	Name _____	
	Mailing Address _____	
	Street Address (If Different) _____	
	County _____	
	Phone _____	Fax _____
Website _____		
Grant Signatory	The <i>Grant Signatory</i> has authority to sign the grant agreement cover.	
	Name _____	
	Title _____	
	<i>If address(es) are the same as the organization above, just check this box and go to Phone</i> <input type="checkbox"/>	
	Mailing Address _____	
	Street Address (If Different) _____	
	Phone _____	Fax _____
E-mail _____		
Project Director	The <i>Project Director</i> is responsible for all of the day-to-day activities of project implementation and for seeing that all grant requirements are met. This person will be in contact with State Immunization Branch staff, will receive all programmatic, budgetary, and accounting mail for the project and will be responsible for the proper dissemination of program information.	
	Name _____	
	Title _____	
	<i>If address(es) are the same as the organization above, just check this box and go to Phone</i> <input type="checkbox"/>	
	Mailing Address _____	
	Street Address (If Different) _____	
	Phone _____	Fax _____
E-mail _____		

Payment Receiver	All payments are sent to the attention of this person at the designated address.	
	Name	_____
	Title	_____
	<i>If address(es) are the same as the organization above, just check this box and go to Phone</i> <input type="checkbox"/>	
	Mailing Address	_____
	Street Address (If Different)	_____
	Phone _____ Fax _____	_____
E-mail	_____	
Fiscal Reporter	The <i>Fiscal Reporter</i> prepares invoices, maintains fiscal documentation and serves as the primary contact for all related questions.	
	Name	_____
	Title	_____
	<i>If address(es) are the same as the organization above, just check this box and go to Phone</i> <input type="checkbox"/>	
	Mailing Address	_____
	Street Address (If Different)	_____
	Phone _____ Fax _____	_____
E-mail	_____	
Fiscal Signatory	The <i>Fiscal Signatory</i> has signature authority for invoices and all fiscal documentation reports.	
	Name	_____
	Title	_____
	<i>If address(es) are the same as the organization above, just check this box and go to Phone</i> <input type="checkbox"/>	
	Mailing Address	_____
	Street Address (If Different)	_____
	Phone _____ Fax _____	_____
E-mail	_____	

**CDPH Immunization Branch
Grant Application
Local Project Synopsis**

Form 3

Name of Grantee:

1. DESCRIPTION OF SERVICES TO BE PROVIDED:

Narrative

2. EVALUATION PLANS:

*All grantees participate in process evaluation per their Scope of Work activities.
Grantees must complete a quarterly grant report detailing their activities.*

CDPH Immunization Branch
LHD Scope of Work

Form 4

1. Service Overview

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

Sections 120325-120380 of the Health & Safety Code, Chapter 435, require immunizations against childhood diseases prior to school admittance. Local Health Department Health (LHD) Officers are required to organize and maintain a program to make the required immunizations available. This grant assists the Grantee in defraying costs of the program which supports the State's objectives to control diseases that are preventable by vaccines. It is the California CDPH's responsibility to provide this assistance to LHDs. The Grantee is to conduct a general immunization program which provides the general public with vaccines recommended by the Advisory Committee on Immunization Practices (ACIP). In addition, the Grantee identifies target populations in need of immunizations and initiates corrective action to improve immunization levels.

2.

Glossary of Acronyms

Abbreviation	Definition
ACIP	Advisory Committee on Immunization Practices
CAIR	California Immunization Registry
CDPH	California Department of Public Health
CoCASA	Clinic Assessment Software Application
HBsAg	Hepatitis B Surface Antigen
HBV	Hepatitis B Vaccine
HDAS	Health Department Authorized Sites
LHD	Local Health Department
LHJ	Local Health Jurisdiction
PEP	Post Exposure Prophylaxis
QAR	Quality Assurance Reviews
VFC	Vaccines for Children Program
VPDs	Vaccine Preventable Disease(s)

CDPH Immunization Branch
LHD Scope of Work

3. Services to be Performed

The LHD must agree to the following inclusive objectives and conduct the following activities. Many of the services to be performed are also objectives and activities required by the Federal Government and are conditions for funding of the California Immunization Program and/or statutory requirements of State and LHDs. The level of subvention grant funding to be awarded is not represented as sufficient for support of all the required activities; a significant amount of local support and funding is expected. Subvention grant funds must not be used to supplant (i.e., replace) local funds currently being expended for routine immunization services and activities.

A. Goals:

1) Program Management

Objective 1: To improve accountability, maximize efficiency and increase productivity under this grant.

a. Required Activities:

- i. Grantee agrees to assign the responsibility of monitoring each program activity: 1) Program Management; 2) Vaccine Accountability and Management; 3) Vaccine Availability; 4) Immunization Information Systems; 5) Provider Quality Assurance and Improvement; 6) Perinatal Hepatitis B Prevention; 7) Education, Information, Training, and Partnerships; 8) Prevention, Surveillance and Control of Vaccine Preventable Disease; and 9) Assessment of Compliance with Childcare and School Immunization Entry Requirements.
- ii. Monitor grant fund expenditures to maximize the utilization of the funding for achieving the goals and objectives. Grant invoices shall be reviewed and submitted quarterly to the CDPH Immunization Branch.
- iii. Facilitate and promote continuity of care through the utilization of a medical home among medically underserved children, adolescents and adults for all services including immunizations.
- iv. The Immunization Coordinator is required to participate in meetings, webinars and conference calls as requested by the CDPH Immunization Branch including, but not limited to, the CDPH Immunization Branch's Annual Immunization Coordinators' Meeting, New Immunization Coordinator Orientation (offered annually and required for all new Immunization Coordinators), regional coordinator's meetings, and conference calls related to influenza, outbreak control, changes in policies and procedures, and other important issues.
- v. Provide desk space and basic support for CDPH Immunization Field staff if available and as requested by CDPH.
- vi. Submit quarterly grant reports by the 15th of the month following the end of the quarter.

b. Performance Measures:

- i. Thoroughness and timeliness of Quarterly Grant Reports submitted.
- ii. Percentage of immunization funds expended.

c. Reporting Requirements:

- i. Grant reports.

CDPH Immunization Branch
LHD Scope of Work

2) Vaccine Accountability and Management

Objective 1: With the assistance of the CDPH Immunization Branch, the grantee is to provide guidance to LHD facilities and Health Department Authorized Sites (HDAS) that receive State-supplied vaccine to facilitate compliance with current protocols, policies, and procedures for vaccine storage and handling in accordance with manufacturers' specifications and as stated in the document: *VFC Participation Agreement and Certification of Capacity to Store Vaccines*.

a. Required Activities:

- i. Provide education and guidance to LHD facility and HDAS staff regarding the requirements stated in the above document as needed.

b. Suggested Activities:

- i. Promote CDPH requirements and recommendations for the storage and handling of vaccines.
- ii. Conduct Immunization Skills Institute trainings for local provider staff.

c. Performance Measures:

- i. Percentage of VFC Requirements being met, as measured by the Quality Assurance Visits conducted by CDPH Immunization Branch Representatives.

d. Reporting Requirements:

- i. Education activities developed and offered to LHD and HDAS.

Objective 2: The Grantee will provide guidance to LHD facilities and HDAS that receive State-supplied vaccine to facilitate compliance with current protocols, policies, and procedures for vaccine accountability including: ordering; patient eligibility screening; administration; waste minimization; dose accountability and reporting; and annual recertification requirements, as stated in the following documents:

- Policy for Provision of State-funded Vaccines to Privately Insured Patients by Local Health Department Jurisdictions.
- Vaccine Eligibility Guidelines for Health Department and CDPH Approved Health Department Authorized Sites (HDAS)

a. Required Activities:

- i. Provide education and guidance to LHD and HDAS facility staff regarding the requirements stated in the above documents as needed.
- ii. Facilitate the development and implementation of Corrective Action Plans for vaccine loss/waste incidents due to negligence in LHD facilities and HDAS as requested by the CDPH Immunization Branch.
- iii. Notify the CDPH Immunization Branch of suspected acts of fraud and/or abuse of State-supplied vaccine within the jurisdiction.
- iv. Provide guidance to LHD and HDAS staff regarding requirements and processes for dose-level tracking/accountability and reporting of State-supplied vaccine.

b. Suggested Activities:

- i. Assist in the management of State-supplied vaccine within the jurisdiction by assisting providers with transferring excess inventory or short-dated vaccine to

CDPH Immunization Branch
LHD Scope of Work

other providers who could utilize the vaccine and providing guidance on the transfer of the vaccine and required documentation.

c. Performance Measures:

- i. Percentage of doses ordered by vaccine type that were deemed non-viable due to expiration and/or improper storage and handling.
- ii. Number of vaccine storage and handling incidents and vaccine dose accountability reports.

d. Reporting Requirements:

- i. Corrective action plans and implemented grant reports.

3) Vaccine Availability

Objective 1: The grantee will promote access to ACIP-recommended vaccines for children, adolescents and adults throughout the jurisdiction in LHD facilities and HDAS.

a. Required Activities:

- i. Ensure immunization services are provided directly by the LHD and/or identify, authorize and monitor community-based health care agencies to provide immunization services as described in the *Clinic Services Document*. LHDs are responsible for ensuring that their community partners that receive State-supplied vaccine are in compliance with all storage and handling requirements.
- ii. Assist LHD facilities and HDAS receiving State-supplied vaccine in developing and implementing policies that specify no charge may be made to the patient, parent, guardian or third party payer for the cost of the State-supplied vaccine. If a vaccine administration fee is charged, it may not exceed the maximum established by policy and a sliding scale/fee waiver process must be in place. Signage stating that those persons eligible to receive State-supplied vaccine (excluding influenza only) may not be denied vaccine for failure to pay the administration fee or make a donation to the provider must be posted in a prominent location.
- iii. In collaboration with LHD facilities and HDAS, monitor and facilitate compliance with requirements for the use of State-supplied vaccine.
- iv. Develop and implement an annual influenza vaccination strategy for utilization of State-supplied Influenza vaccine in accordance with State Influenza eligibility guidelines to promote the distribution of vaccine throughout the jurisdiction utilizing LHD facilities, community partners, HDAS and mass vaccination clinics.
- v. Operate or support mass influenza clinics that include immunization of school-aged children.

<u>Total population of jurisdiction</u>	<u>Minimum number of children to be immunized</u>
<10,000	50
10,000-50,000	200
>50,000-<100,000	350
100,000-500,000	500
>500,000-3.5 million	1,000
>3.5 million	2,500

**CDPH Immunization Branch
LHD Scope of Work**

- vi. Participate in CDPH Immunization Branch statewide Flu and Immunization Update calls.
- vii. Directly provide and/or work with community partners to implement special targeted vaccination initiatives as directed by the CDPH Immunization Branch such as new legislatively-required vaccines for school entry and mass vaccination.
- viii. For outbreak control activities, work with field representative and follow CDPH approval process for using 317 vaccine. Vaccine should only be administered by LHD staff unless prior approval by CDPH.
- ix. Develop and make available to the public a resource list of providers within the jurisdiction that provide low/no cost immunizations for children and adults.

b. Suggested Activities:

- i. Utilize existing local data and/or conduct assessments to identify low or lagging vaccination coverage levels for specific populations and/or specific vaccines (i.e., pockets of need) within the jurisdiction and develop and conduct activities to reduce these disparities.
- ii. Promote participation in the VFC Program to other jurisdictional facilities that provide immunizations (e.g., primary care, juvenile halls, community and school-based clinics and private providers).

c. Performance Measures:

- i. Number of operating LHD facilities and HDAS, along with immunizations at each location.
- ii. Mass vaccination clinic outcomes.

d. Reporting Requirements:

- i. Number and hours of operating sites.
- ii. Number of immunizations provided with state-funded vaccines and costs to patient.
- iii. Doses of influenza administered, age groups of recipients, and clinic settings for mass influenza clinics.

4) Immunization Information Systems

Objective 1: The Grantee is to assist in the promotion and implementation of the California Immunization Registry (CAIR).

a. Required Activities:

- i. Require LHD Immunization Clinics to enter all patients into CAIR either through weekly direct entry or bi-weekly electronic data upload (with the exception of outreach-based Flu vaccinations). Assist the CDPH Immunization Branch with addressing CAIR issues in LHD Immunization Clinics including areas such as frequency of use, data quality, and adherence to policies and procedures.
- ii. Assist with addressing CAIR issues in LHD Immunization Clinics including areas such as frequency of use, data quality, and adherence to policies and procedures.
- iii. Promote CAIR to VFC and non-VFC providers during general immunization outreach and education activities and refer interested providers to the CDPH Immunization Branch.

CDPH Immunization Branch
LHD Scope of Work

- iv. Refer participating CAIR providers needing assistance to the CAIR Help Desk for support.
- v. Participate in CAIR Trainings and/or CAIR Update meetings.
- vi. Run CoCasa reports or missing immunization reports to identify patients needing recall and any trends of gaps in immunization coverage.

b. Suggested Activities:

- i. State influenza doses should be entered into CAIR as feasible.
- ii. Assist in recruiting other LHD-based facilities that give immunizations to use CAIR including child cares, sexually transmitted disease clinics, juvenile halls/jails, primary care services, etc., and assist CDPH Immunization Branch with addressing implementation issues within these settings.
- iii. Promote CAIR to adolescent and adult medical providers as well as non-medical sites such as WIC agencies and schools within the jurisdiction.
- iv. Provide space for CAIR user trainings if available and requested by the CDPH Immunization Branch.
- v. Assist with distributing CAIR provider materials (e.g., Reminder/Recall postcards).

c. Performance Measures:

- i. Percentage of LHD Immunization Clinics entering all patients into CAIR according to established timeframes.
- ii. Participation in CAIR Trainings and/or CAIR Update meetings, if offered.

d. Reporting Requirements:

- i. Percentage of LHD clinics entering records into CAIR, along with timeframes of entry is completed.

5) Provider Quality Assurance and Improvement

Objective 1: To improve the quality and efficiency of immunization services, participate or follow up on VFC Compliance Visits, as requested by CDPH staff, to assess adherence to the Standards for Child and Adolescent Immunization Practices.

a. Required Activities:

- i. In conjunction with the CDPH Immunization Branch, participate in and support the VFC Compliance Visit process for all LHD facilities and HDAS within the jurisdiction and assist with the implementation of corrective action plans, strategies to reduce missed opportunities for vaccination, and linkage/referral to medical homes.
- ii. As directed by the CDPH Immunization Branch, conduct follow-up visits with LHD facilities and HDAS to provide assistance with implementation of mandatory corrective action plans.

b. Suggested Activities:

- i. Working with the Senior Field Representative, assist with conducting VFC compliance and educational visits at public and private VFC sites to improve the delivery and quality of immunization services within the jurisdiction.
- ii. Maintain an LHD database to monitor changes in immunization coverage and missed opportunities for providers that participate in the assessment.

CDPH Immunization Branch
LHD Scope of Work

- iii. Provide instructions and/or referral to the Local CAIR Representatives (LCR) or CAIR website to providers requesting guidance on using CoCASA for determining immunization coverage and missed opportunity rates.
- iv. Assist and support the VFC Program with conducting follow-up activities as requested.

c. Performance Measures:

- i. Percentage of immunization rate assessments completed for those facilities designated for assessment.
- ii. Feedback sessions conducted with sites needing additional support

d. Reporting Requirements:

- i. VFC Compliance Visit Reports and CoCASA Reports submitted to the CDPH Immunization Branch Senior Field Representative.

6) Perinatal Hepatitis B Prevention

Objective 1: Reduce the incidence of perinatal hepatitis B infection in the jurisdiction.

a. Required Activities:

- i. Educate prenatal care providers on:
 - 1) Screening all pregnant women for Hepatitis B Surface Antigen (HBsAg) as part of the first prenatal labs;
 - 2) Informing the planned delivery hospital of the mother's HBsAg-positive status at least one month prior to delivery date;
 - 3) Reporting HBsAg-positive pregnant women to the local health jurisdiction (LHJ) within the timeline stated by current California codes and regulations; and
 - 4) Educating HBsAg-positive pregnant women about the current ACIP recommendations on prevention of perinatal hepatitis B transmission.
- ii. Educate birth hospitals on:
 - 1) Identifying all pregnant HBsAg-positive on hospital admission;
 - 2) Immediately testing pregnant women with unknown HBsAg status on admission;
 - 3) Developing written policies and procedures or standing orders for the prevention of perinatal hepatitis B infection per the current ACIP recommendations, including administration of post-exposure prophylaxis (PEP) for infants of HBsAg-positive and notification of LHJ if PEP is refused by the parents; and administration of a universal Hepatitis B Vaccine (HBV) birth dose.
- iii. Create a method with LHJ Communicable Disease staff to identify HBsAg-positive pregnant women through laboratory report review.
- iv. Contact and educate HBsAg-positive women about current ACIP recommendations on prevention of perinatal hepatitis B transmission.
- v. Follow-up with birth hospitals to ensure that infants of HBsAg-positive women received appropriate PEP at birth.

CDPH Immunization Branch
LHD Scope of Work

- vi. Follow up with pediatrician to ensure that HBV vaccine series is given and document dates of receipt
- vii. Follow-up with pediatrician to ensure that PVS testing occurs at 9 months and document the results
- viii. Recommend that infected infants are referred to a gastroenterologist
- ix. Report the following to CDPH
 - a. HBsAg-positive pregnant women;
 - b. Infants who did not receive appropriate PEP at birth, either due to a PEP error or due to parental refusal of PEP for the infant; and
 - c. HBV-infected infants ≤ 24 months of age.

b. Suggested Activities:

- i. Work with Perinatal Hepatitis B staff at the CDPH Immunization Branch as appropriate on provider enrollment, quality assurance, and/or follow-up activities.

c. Performance Measures

- i. Number of birth hospitals within the jurisdiction providing Hepatitis B birth dose and screening all pregnant women for HBsAg in accordance with recommendations.
- ii. Noncompliant birth hospitals have received education regarding recommendations.
- iii. Number of infants born to HBV-infected mothers who have completed PVS testing
- iv. Percentage of birth hospitals within the jurisdiction that deliver babies eligible for VFC vaccine which have enrolled in the VFC Program.

d. Reporting Requirements:

- i. Report the number of birthing hospitals that are compliant with Hepatitis B birth dose and HBsAg screen of pregnant women recommendations.
- ii. Provide updates regarding education and assistance provided to noncompliant birth facilities.
- iii. Report birth hospitals that have successfully enrolled and are actively participating in the VFC Program.

7) Education, Information, Training, and Partnerships

Objective 1: Expand immunization services, promote best practices and improve coverage rates among children, adolescents and adults within the jurisdiction through the development of partnerships and collaborative activities.

a. Required Activities:

- i. Develop and maintain partnerships and conduct collaborative activities with organizations and community groups serving children, adolescents, adults to expand immunization services, promote best practices and improve coverage rates. Organizations include, but are not limited to, hospitals and birthing facilities, child care providers, schools, juvenile/adult correction facilities, WIC and other social service agencies, nursing homes, home health agencies, colleges/adult schools and medical associations/organizations.

CDPH Immunization Branch
LHD Scope of Work

b. Suggested Activities:

- i. Participate in local and state immunization coalitions, task forces and work groups such as the California Immunization Coalition (CIC).

c. Performance Measures:

- i. Number of new partnerships developed.
- ii. Number and type of activities conducted with new and existing partnerships coalitions, task forces and/or workgroups.

d. Reporting Requirements:

- i. Report the number of new partnerships developed.
- ii. Report by number and type of activities conducted with new and existing partnerships, coalitions, task forces and/or workgroups.

Objective 2: Provide and/or promote education and training opportunities, materials, and information to health care providers, schools and childcare centers, community organizations, and the general public within the jurisdiction to promote best practices for immunization and raise awareness about the importance of immunizations.

a. Required Activities:

- i. Serve as the immunization expert and resource within the jurisdiction for healthcare providers, schools, community organizations and the general public.
- ii. Provide information on available education and training resources available through the Centers for Disease Control and Prevention (CDC), State and local health department such as such as EZIZ modules and the Epidemiology and Prevention of Vaccine Preventable Diseases (Epi-Vac) course to facilitate the orientation and training of new LHD Immunization Program staff.
- iii. Promote and encourage providers/organizations to sign up for EZIZ list-serve to receive information on upcoming educational/training opportunities and immunization-related news.
- iv. Collaborate with CDPH Immunization Branch to notify healthcare providers and other organizations within the jurisdiction about critical immunization information such as changes in the ACIP schedule and new laws/requirements.
- v. Order, stock and disseminate materials available through the Immunization Coordinators' website to providers, schools and other immunization stakeholders within the jurisdiction.
- vi. Conduct at least one annual community-wide educational campaign on immunization issues related to pediatric, adolescent, adults and/or seasonal influenza.

NOTE: A *campaign* is an organized effort through various communications activities to inform your designated audience (i.e., pregnant women, parents of preteens, providers, etc.) of a given issue (e.g., influenza vaccine promotion, encourage Tdap vaccination among pregnant women, etc.).

A campaign is considered completed by conducting at least two of the following communication activities:

**CDPH Immunization Branch
LHD Scope of Work**

- Send educational e-mail(s) to immunization stakeholders, such as school nurses, provider groups, LHD staff, WIC, Head Start, etc.
- Contribute an article to newsletters/bulletins
- Distribute materials to stakeholders, such as schools, youth programs, providers, WIC, MCAH, etc.
- Distribute materials for use at community health fairs/events
- Post message(s) on Facebook, Twitter
- Post a web banner on your website and/or signature line
- Advertise your message (outdoor advertising, print, radio, TV, Online)
- Conduct a health fair or other community event
- Conduct a presentation for grand round/In-service for providers
- Speak at a school assembly, PTA meeting, classroom, or at a parent-teacher night
- Conduct a presentation for a community group (e.g., prenatal class)
- Conduct a press event
- Issue a press release
- Issue a proclamation
- Participate in a media interview

b. Suggested Activities:

- i. Conduct presentations, workshops, trainings and/or contribute articles to provider newsletters on immunization-related topics to health care providers and other organizations about pediatric, adolescent and adult immunization issues including, but not limited to, ACIP recommendations, best practices, new vaccines, vaccine storage and handling, vaccine safety, VAERS reporting, vaccination documentation requirements.
- ii. Promote and/or implement activities supporting official national and/or statewide immunization campaigns (observances) such as Preteen Vaccine Week (PVW), National Infant Immunization Week/Toddler Immunization Month (NIIW/TIM), National Adult Immunization Awareness Week (NAIAW), National Immunization Awareness Month (NIAM), and National Influenza Vaccine Week (NIVW).
- iii. Conduct education and awareness activities targeted to parents and the general public promoting vaccine safety, efficacy and importance of recommended immunizations.
- iv. Provide and regularly maintain accurate website content and web links on vaccine preventable disease and immunizations representing pediatric, adolescent and adult issues and resources.

c. Performance Measures:

- i. Number of new immunization program staff completing training, and types of training completed.
- ii. Number of LHD immunization clinic staff completing training, and types of training completed.
- iii. Number and type of notifications sent to health care providers and other organizations.
- iv. Number and type of presentations/workshops/trainings provided.
- v. Number and type of children, adolescent, adult and/or influenza campaigns conducted. Describe immunization issue, audience and communication activities conducted.

CDPH Immunization Branch
LHD Scope of Work

d. Reporting Requirements:

- i. Report the number of new immunization program staff completing training, and types of training completed.
- ii. Report the number of LHD immunization clinic staff completing training, and types of training completed.
- iii. Report the number and type of notifications sent to health care providers and other organizations.
- iv. Report the number and type of presentations/workshops/trainings provided.
- v. Report the number and type of children, adolescent, adult and/or influenza campaigns conducted.

8) Prevention, Surveillance and Control of Vaccine Preventable Disease (VPD)

Objective 1: Assist with the prevention, surveillance and control of vaccine preventable disease (VPD) within the jurisdiction.

a. Required Activities:

- i. Work collaboratively with LHD Communicable Disease Control staff and the CDPH Immunization Branch to address VPD outbreaks within the jurisdiction including: securing vaccine to immunize at risk patients; assisting with the organization and implementation of efforts to vaccinate susceptible individuals; developing and disseminating messages to inform the public of the outbreak, prevention and availability of vaccine; organizing outreach events as needed; performing vaccine accountability and management; and reporting vaccine utilization.
- ii. For outbreak control activities, work with field representative and follow CDPH approval process for using 317 vaccine. Vaccine should only be administered by LHD staff if prior approval is given by CDPH.
- iii. Ensure that LHD Immunization Clinics are knowledgeable about and utilize the Vaccine Adverse Events Reporting System (VAERS) for reporting adverse events following immunizations in accordance with CDPH Immunization Branch guidelines.

b. Suggested Activities:

- i. Support the maintenance of an effective system for identification and reporting of suspect, probable and confirmed cases of VPDs following the guidelines set forth by Title 17.
- ii. Support the investigation and follow-up of reported suspect, probable and confirmed VPDs following the guidelines set forth by the CDC and CDPH Immunization Branch.

c. Performance Measures:

- i. Percentage of cases reported and followed up according to established timelines.

d. Reporting Requirements:

- i. Report on activities done with communicable disease staff on outbreaks.

9) Assessment of Compliance with Childcare and School Immunization Entry Requirements

**CDPH Immunization Branch
LHD Scope of Work**

Objective 1: Assist the CDPH Immunization Branch with assessing compliance with Child Care and School Immunization Entry Requirements according to CDPH Immunization Branch guidelines and instructions.

a. Required Activities:

- i. Based on lists provided by the CDPH Immunization Branch, follow-up with childcare and school sites that do not complete the electronic Fall Assessment.
- ii. As requested, conduct selective review site visits to a random sample of child care centers, kindergartens, and/or seventh-grade schools (cohort will rotate annually) identified by the CDPH Immunization Branch including interviewing staff, reviewing randomly selected student records, providing guidance regarding noncompliant students, and completing and submitting requested documentation.
- iii. In coordination with the CDPH Immunization Branch, provide guidance and encourage compliance with existing school and child care entry requirements and regulations by all child care centers and schools within the jurisdiction. *The Annual School Immunization Assessment Reporting and Follow-Up Policy* details LHD responsibilities.

b. Suggested Activities:

- i. Conduct presentations, workshops and trainings on school and child care law immunization requirements.
- ii. Provide guidance, including site visits as necessary, to address issues identified in schools grades pre-K through 12th.

c. Performance Measures:

- i. Percentage of jurisdictional sites which have completed the annual immunization assessment.

d. Reporting Requirements:

- i. Numbers of schools followed-up with.
- ii. Percentage of late responders that submitted paperwork.

**CDPH Immunization Branch
Funding Application for Immunization Subvention Grant Funds**

RFA#15-10146
Date: 04/27/2015

Exhibit B - Budget

Form 5A

Applicant:
Budget Period: July 1, 2015 - June 30, 2016

SECTION 1: GRANTEE BUDGET

<u>Objective</u>		<u>Funding Amount</u>
1	Program Management	\$ -
2	Vaccine Accountability and Management	\$ -
3	Vaccine Availability	\$ -
4	Immunization Information Systems	\$ -
5	Provider Quality Assurance and Improvement	\$ -
6	Perinatal Hepatitis B Prevention	\$ -
7	Education, Information, Training and Partnerships	\$ -
8	Prevention, Surveillance and Control of Vaccine Preventable Disease (VPD)	\$ -
9	Assessment of Compliance with Childcare and School Immunization Entry Requirements	\$ -
	Total Funding Requested within this Application:	\$ -
	Total Personnel:	\$ -
	Total General Expenses:	\$ -
	Total Subgrantees (must match total funding in Section 2):	\$ -
	Budget Total:	\$ -

SECTION 2: SUBGRANTEE BUDGET

<u>Objective</u>		<u>Funding Amount</u>
1	Program Management	\$ -
2	Vaccine Accountability and Management	\$ -
3	Vaccine Availability	\$ -
4	Immunization Information Systems	\$ -
5	Provider Quality Assurance and Improvement	\$ -
6	Perinatal Hepatitis B Prevention	\$ -
7	Education, Information, Training and Partnerships	\$ -
8	Prevention, Surveillance and Control of Vaccine Preventable Disease (VPD)	\$ -
9	Assessment of Compliance with Childcare and School Immunization Entry Requirements	\$ -
	Total Subgrantee Funding Requested:	\$ -
	Total Subgrantee Personnel:	\$ -
	Total Subgrantee General Expenses:	\$ -
	Subgrantee Budget Total:	\$ -

**CDPH Immunization Branch
Funding Application for Immunization Subvention Grant Funds**

RFA #15-10146
Date: 04/27/2015

Exhibit B - Budget

Form 5B

Applicant:
Budget Period: July 1, 2016 - June 30, 2017

SECTION 1: GRANTEE BUDGET

<u>Objective</u>		<u>Funding Amount</u>
1	Program Management	\$ -
2	Vaccine Accountability and Management	\$ -
3	Vaccine Availability	\$ -
4	Immunization Information Systems	\$ -
5	Provider Quality Assurance and Improvement	\$ -
6	Perinatal Hepatitis B Prevention	\$ -
7	Education, Information, Training and Partnerships	\$ -
8	Prevention, Surveillance and Control of Vaccine Preventable Disease (VPD)	\$ -
9	Assessment of Compliance with Childcare and School Immunization Entry Requirements	\$ -
Total Funding Requested within this Application:		\$ -
Total Personnel:		\$ -
Total General Expenses:		\$ -
Total Subgrantees <i>(must match total funding in Section 2)</i> :		\$ -
Budget Total:		\$ -

SECTION 2: SUBGRANTEE BUDGET

<u>Objective</u>		<u>Funding Amount</u>
1	Program Management	\$ -
2	Vaccine Accountability and Management	\$ -
3	Vaccine Availability	\$ -
4	Immunization Information Systems	\$ -
5	Provider Quality Assurance and Improvement	\$ -
6	Perinatal Hepatitis B Prevention	\$ -
7	Education, Information, Training and Partnerships	\$ -
8	Prevention, Surveillance and Control of Vaccine Preventable Disease (VPD)	\$ -
9	Assessment of Compliance with Childcare and School Immunization Entry Requirements	\$ -
Total Subgrantee Funding Requested:		\$ -
Total Subgrantee Personnel:		\$ -
Total Subgrantee General Expenses:		\$ -
Subgrantee Budget Total:		\$ -

Exhibit E
Additional Provisions

1. Cancellation / Termination

- A. This Grant may be cancelled by CDPH without cause upon thirty (30) calendar days advance written notice to the Grantee.
- B. CDPH reserves the right to cancel or terminate this Grant immediately for cause. The Grantee may submit a written request to terminate this Grant only if CDPH substantially fails to perform its responsibilities as provided herein.
- C. The term "for cause" shall mean that the Grantee fails to meet the terms, conditions, and/or responsibilities of this agreement. Causes for termination include, but are not limited to the following occurrences:
 - 1) If the Grantee knowingly furnishes any statement, representation, warranty, or certification in connection with the agreement, which representation is materially false, deceptive, incorrect, or incomplete.
 - 2) If the Grantee fails to perform any material requirement of this Grant or defaults in performance of this agreement.
 - 3) If the Grantee files for bankruptcy, or if CDPH determines that the Grantee becomes financially incapable of completing this agreement.
- D. Grant 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.
- E. In the event of early termination or cancellation, the Grantee shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this Grant.
- F. In the event of termination, and at the request of CDPH, the Grantee shall furnish copies of all proposals, specifications, designs, procedures, layouts, copy, and other materials related to the services or deliverables provided under this Grant, whether finished or in progress on the termination date.
- G. The Grantee will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to this agreement after the effective date of termination.
- H. Upon receipt of notification of termination of this Grant, and except as otherwise specified by CDPH, the Grantee shall:
 - 1) Place no further order or subgrants for materials, services, or facilities.
 - 2) Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants.

Exhibit E
Additional Provisions

- 3) Upon the effective date of termination of the Grant and the payment by CDPH of all items properly changeable to CDPH hereunder, Grantee shall transfer, assign and make available to CDPH all property and materials belonging to CDPH, all rights and claims to any and all reservations, grants, and arrangements with owners of media/PR materials, or others, and shall make available to CDPH all written information regarding CDPH's media/PR materials, and no extra compensation is to be paid to Grantee for its services.
 - 4) Take such action as may be necessary, or as CDPH may specify, to protect and preserve any property related to this agreement which is in the possession of the Grantee and in which CDPH has or may acquire an interest.
- I. CDPH may, at its discretion, require the Grantee to cease performance of certain components of the Scope of Work as designated by CDPH and complete performance of other components prior to the termination date of the Grant.

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, subgrants, or employees, officers and directors of the Grantee or subgrants. 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 subgrants, or any employee, officer, or director of the Grantee or any subgrant or has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the grant would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the grant.
 - 2) An instance where the Grantee's or any subgrant's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.
- C. If 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 grant. CDPH may, at its discretion upon receipt of a written request from the Grantee, authorize an extension of the timeline indicated herein.

Federal Terms and Conditions

(For federally funded 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 "Grantee" and "SubGrantee" 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.

Index of Special Terms and Conditions

1. Federal Funds
2. Federal Equal Employment Opportunity Requirements
3. Debarment and Suspension Certification
4. Covenant Against Contingent Fees
5. Air or Water Pollution Requirements
6. Lobbying Restrictions and Disclosure Certification
7. Additional Restrictions

1. Federal 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 Grant 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 Grant were executed after that determination was made.
- b. This Grant 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 Grant. In addition, this Grant 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 Grant in any manner.
- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Grant shall be amended to reflect any reduction in funds.
- d. CDPH has the option to invalidate or cancel the Grant with 30-days advance written notice or to amend the Grant to reflect any reduction in funds.

2. Federal Equal Opportunity Requirements

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

- a. The Grantee 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 Grantee 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 Grantee 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 Grantee'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 Grantee will, in all solicitations or advancements for employees placed by or on behalf of the Grantee, 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 Grantee 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 Grantee'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 Grantee 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 Grantee 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 Grantee'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 Grantee 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 Grantee 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 subGrantee or vendor. The Grantee 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 Grantee becomes involved in, or is threatened with litigation by a subGrantee or vendor as a result of such direction by CDPH, the Grantee 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.

3. Debarment and Suspension Certification

- a. By signing this Grant, the Grantee/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 Grant, the Grantee 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 Grantee is unable to certify to any of the statements in this certification, the Grantee 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 Grantee knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDPH may terminate this Agreement for cause or default.

4. **Covenant Against Contingent Fees**

The Grantee warrants that no person or selling agency has been employed or retained to solicit/secure this Grant 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 Grantee for the purpose of securing business. For breach or violation of this warranty, CDPH shall have the right to annul this Grant without liability or in its discretion to deduct from the Grant price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

5. **Air or Water Pollution Requirements**

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

- a. Government Grantees 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.

6. **Lobbying Restrictions and Disclosure Certification**

(Applicable to federally funded grants 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 grant, 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 grant or any extension or amendment of that 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 grant or subgrant exceeding \$100,000 at any tier under a 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.

7. **Additional Restrictions**

Grantee shall comply with the restrictions under Division F, Title V, Section 503 of the Consolidated Appropriations Act, 2012 (H.R. 2055), which provides that:

"SEC. 503.(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control."

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 subGrantees, 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.

County of Riverside

Marion Ashley

Name of Grantee

Printed Name of Person Signing for Grantee

15-10442

Contract / Grant Number

Signature of Person Signing for Grantee

Date

Chairman, Board of Supervisors
Title

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

California Department of Public Health
Immunization Branch
850 Marina Bay Pkwy., Bldg. P, 2nd Floor
Richmond, CA 94804

FORM APPROVED COUNTY COUNCIL
BY: 
NEAL R. KIPNIS

CDPH reserves the right to notify the Grantee 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
0348-0048

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract</p> <p><input type="checkbox"/> b. grant</p> <p><input type="checkbox"/> c. cooperative agreement</p> <p><input type="checkbox"/> d. loan</p> <p><input type="checkbox"/> e. loan guarantee</p> <p><input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application</p> <p><input type="checkbox"/> b. initial award</p> <p><input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing</p> <p><input type="checkbox"/> 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.

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> County of Riverside		<i>Federal ID Number</i> 95-6000930
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i> Marion Ashley, Chairman of the Board of Supervisors		
<i>Date Executed</i>	<i>Executed in the County of</i> Riverside	

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: 
NEAL R. KIPNIS
DATE

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.

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