

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

428



FROM: Community Health Agency/Department of Public Health

SUBMITTAL DATE:
December 19, 2011

SUBJECT: Ratify the Agreement No. 11-10052 with the California Department of Public Health (CDPH), Sexually Transmitted Disease (STD) Control Branch; Ratify the Sole Source agreement with Desert AIDS Project No. 04-121.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify Agreement No. 11-10052 with the California Department of Public Health (CDPH), Sexually Transmitted Disease (STD) Control Branch and the County of Riverside Department of Public Health, HIV/STD Program for the performance period of July 1, 2011 through June 30, 2013 for a total amount of \$328,618;
2. Ratify the Sole Source agreement between the Department of Public Health, HIV/STD Branch and the Desert AIDS Project in the amount of \$76,500 for the performance period of July 1, 2011 through June 30, 2013; and
3. Authorize the Chairperson to sign three (3) originals of Fourth Amendment for Desert AIDS Project on behalf of the County; and

MOTIONS: Continued on Page 2

BACKGROUND: Continued on Page 2

FISCAL PROCEDURES APPROVED
PAUL ANGULO, CPA, AUDITOR-CONTROLLER

Susan D. Harrington
Susan Harrington, Director of Public Health

VJB/aml/ys

BY *Samuel Wong 12/21/11*
SAMUEL WONG

FINANCIAL DATA	Current F.Y. Total Cost 11/12:	\$ 164,309	In Current Year Budget:	YES
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	NO
	Annual Net County Cost:	\$ 0	For Fiscal Year:	11/12

SOURCE OF FUNDS: 100% State Grant Funds.	Positions To Be Deleted Per A-30	<input checked="" type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

County Executive Office Signature
BY: *Debra Cournoyer*
Debra Cournoyer

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Ashley, seconded by Supervisor Buster and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Buster, Stone, Benoit and Ashley
Nays: None
Absent: Tavaglione
Date: January 10, 2012
xc: CHA-Public Health, Auditor, Purchasing

Kecia Harper-Ihem
Clerk of the Board
By: *Kecia Harper-Ihem*
Deputy

3.19

Prev. Agn. Ref.: ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

District: All

Agenda Number:

FORM APPROVED COUNTY COUNSEL
BY: *[Signature]* DATE: 12/21/11
Department of Public Health

Purchasing: *[Signature]*
Mark Seiler, Assistant Director

Policy Policy

Consent Consent

Dep't Recomm.:
Per Exec. Ofc.:



SUBJECT: Ratify the Agreement No. 11-10052 with the California Department of Public Health (CDPH), Sexually Transmitted Disease (STD) Control Branch; Ratify the Sole Source agreement with Desert AIDS Project No. 04-121

MOTIONS: (Continued)

4. Authorize the Chairperson to sign three (3) originals of said Agreements on behalf of the County; and
5. Authorize the Purchasing Agent to sign any subsequent amendments that do not exceed the amount approved by the Board of Supervisors.

BACKGROUND:

The California Department of Public Health, STD Control Branch awarded Riverside County \$328,618 to support expanded STD Control activities. The performance period for this award is July 1, 2011 to June 30, 2013. The award amount will be split equally between the two year performance period.

This award provides funding for the following four programs:

STD Community Interventions Program (SCIP): increases the local capacity of STD staff to promote awareness and prevention of Chlamydia trachomatis (CT) and other STDs among the youth and young adults who suffer the highest CT rates in Riverside County. Total award for this program is \$54,218.

Disease Intervention and Surveillance Program (DIS): increases the local capacity to implement timely STD surveillance and disease intervention and control activities for infectious syphilis, gonorrhea, Chlamydia and other priority STDs. Total award for this program is \$54,000.

Chlamydia Screening Project (CLASP): provides routine Chlamydia and Gonorrhea screening for high-risk adolescents through effective working partnerships between juvenile justice and local health department STD control programs. Total award for this program is \$50,400.

Syphilis Elimination (SE): supports education and outreach to medical providers and target population to reduce new infection of syphilis. This award also supports the Syphilis Outreach Project which provides syphilis testing in conjunction with HIV testing at Desert AIDS Project. Total award for this program is \$170,000.

FINANCIAL DATA:

	FY 11/12	FY 12/13
Breakdown of Award:	\$164,309	\$164,309

JUSTIFICATION FOR DELAY: The Riverside County Department of Public Health received the STD contract from CDPH on November 15, 2011. This Form 11 and attachments were subsequently submitted through the County's approval process as soon as possible after receipt.



Date: **November 29, 2011**

From: **Susan Harrington, Director of Public Health**

Department/Agency: **Department of Public Health/HIV/STD Program**

To: Board of Supervisors

Via: Purchasing Agent

Subject: **Sole Source Procurement**; Request that Desert AIDS Project provide STD Syphilis testing in conjunction with HIV testing for the Riverside County Department of Public Health HIV/STD Program.

The below information is provided in support of my Department request for approval of a sole source vendor. Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole source.

Supply/Service being requested: Authorization for a two-year agreement with Desert AIDS Project to provide STD syphilis testing in conjunction with HIV testing services in Eastern Riverside County. The agreement between the County of Riverside and the California STD Branch requires that Syphilis testing is provided in a geographic area with high rates of Syphilis and HIV disease. In Riverside County, the only agency meeting these criteria is the Desert AIDS Project.

Supplier being requested: Desert AIDS Project (DAP)

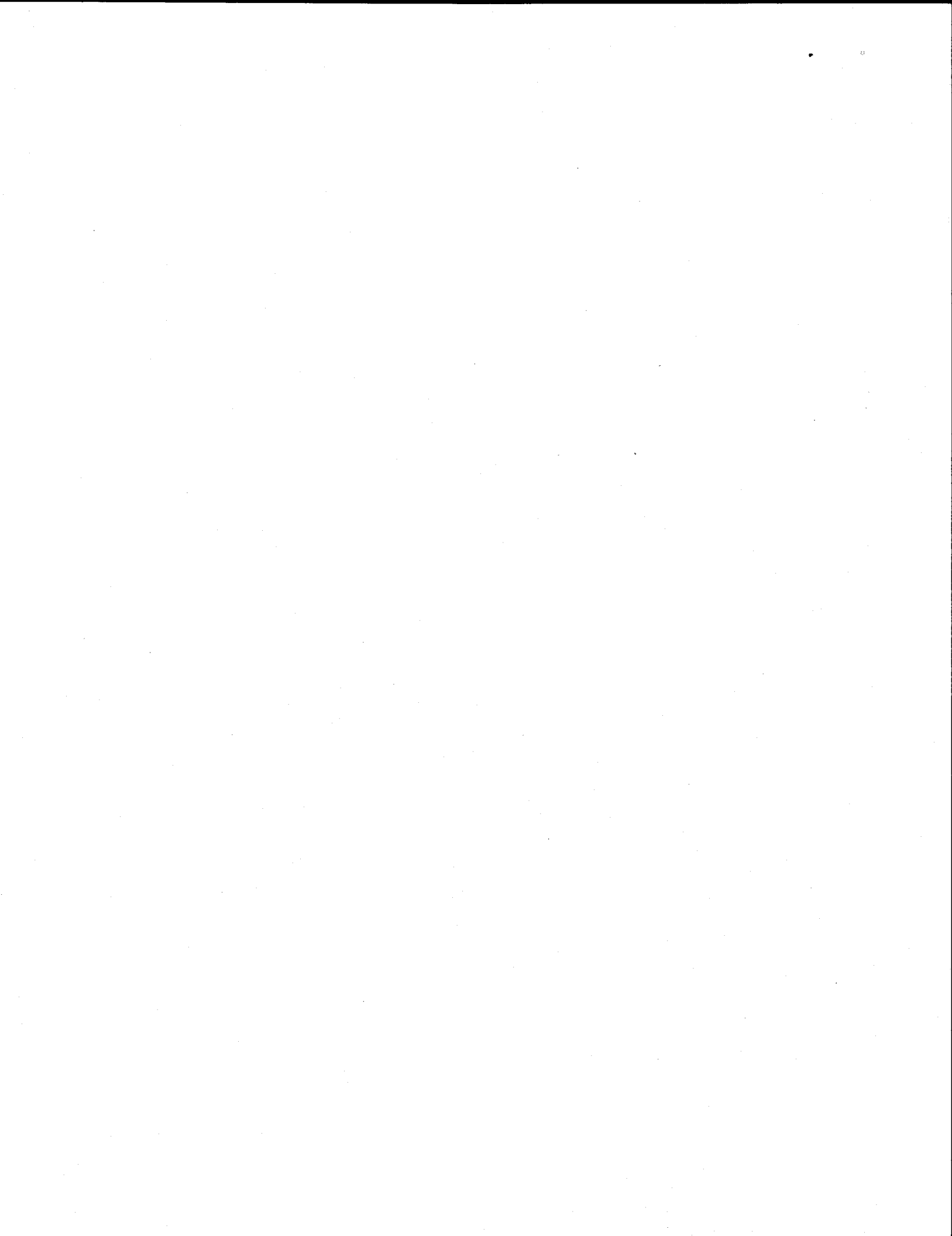
Alternative suppliers that can or might be able to provide supply/service:

There are no other agencies/organizations that can supply the level of services specified in the contract with the State of California STD Control Branch. Desert AIDS Project has been working with Riverside County's HIV and STD Programs for over twenty years. During that time, DAP has developed an effective Syphilis testing program in conjunction with HIV testing that meets the specific goals and objectives of the State of California STD Control Branch. Desert AIDS Project is highly regarded by the community as a leading resource in the fight against HIV and STDs. Desert AIDS Project's extensive experience and long-standing relationship with the community enhances the effectiveness of its programs and cannot be replicated by any other agency.

Extent of market search conducted:

Desert AIDS Project is the only agency in Eastern Riverside County that has the capacity to offer the scope of services necessary to meet the contract requirements of the State of California STD Control Branch.

Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide: Desert AIDS Project has provided HIV and STD testing services for Riverside County's desert region since 1985. Desert AIDS Project has the organizational capacity, facilities and experience required to optimize the provision of syphilis testing services in conjunction with HIV testing in accordance with the contractual requirements of the State of California STD Control Branch. In addition, many individuals at high risk for



syphilis infection are more willing to access testing services at DAP because it is well-known, community-based, and has an established history of credibility.

Reasons why my department requires these unique features and what benefit will accrue to the county: Eastern Riverside County has one of the highest syphilis rates in the state including HIV and syphilis co-infection. Syphilis and other STDs increase a person's risk of acquiring HIV. Testing is an essential component to decreasing the spread of syphilis in Riverside County as well as decreasing HIV transmission rates by decreasing the number of HIV/STD co-infected individuals.

Price Reasonableness: The rate this vendor is charging is consistent with community standards for the same service in the eastern area of the County and does not exceed the amount of \$76,500 which will be reimbursed to Riverside County by the California Department of Public Health, STD Control Branch to pay for syphilis testing services. Based on this comparison, the cost for the services is deemed to be "fair and reasonable."

Period of Performance: From July 1, 2011-June 30, 2013

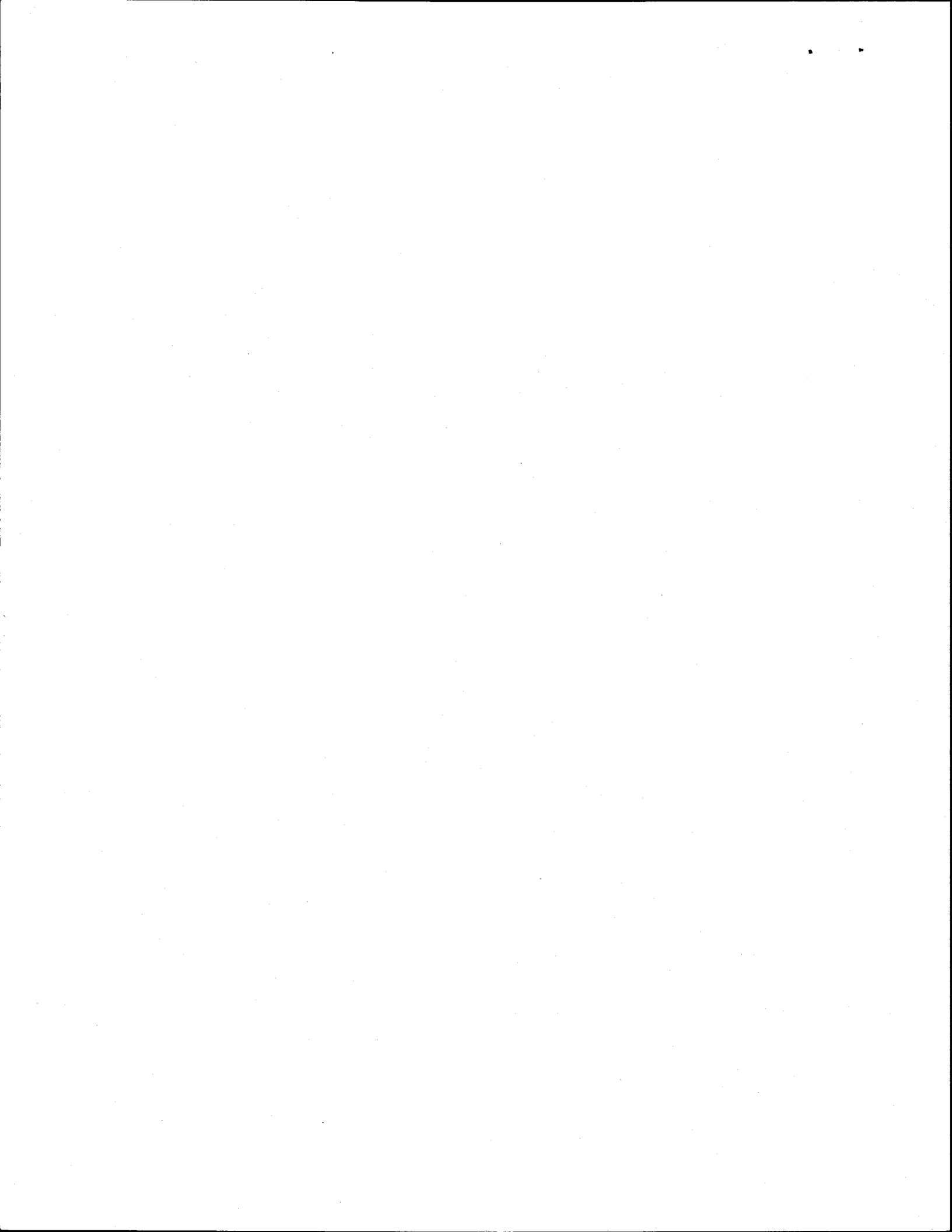
Not to exceed a total of \$76,500, or \$38,250 per year, during the performance period.

Does moving forward on this product or service further obligate the county to future similar contractual arrangements? No, the county is not under any obligation for any future contractual arrangements with this purchase.

Susan D. Harrington 12/19/11
Department Head Signature Date

Purchasing Department Comments:

Approve Approve with Condition/s Disapprove
[Signature] 12-21-2011
Purchasing Agent Date
APPROVAL # 12-329



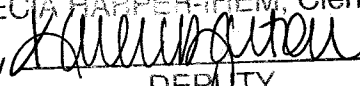
REGISTRATION NUMBER

AGREEMENT NUMBER

11-10052

Check here if additional pages are added: page(s)

- This Agreement is entered into between the State Agency and the Contractor named below:
WHEN DOCUMENT IS FULLY EXECUTED RETURN (Also referred to as CDPH or the State)
 STATE AGENCY'S NAME: California Department of Public Health
CLERK'S COPY
 CONTRACTOR'S NAME: Riverside County Department of Public Health
to Riverside County Clerk of the Board, Stop 1010 (Also referred to as Contractor)
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.
- The term of this Agreement is: July 1, 2011 through June 30, 2013
- The maximum amount of this Agreement is: \$ 328,618
 Three Hundred Twenty-Eight Thousand, Six Hundred Eighteen Dollars
- The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of this Agreement.

Exhibit A – Scope of Work	ATTEST:	13 pages
Exhibit B – Budget Detail and Payment Provisions	KECIA HAPPER-JHEM, Clerk	3 pages
Exhibit B, Attachment I – Budget (Year 1)	By 	1 page
Exhibit B, Attachment I – Schedule 1 (Year 1)	DEPUTY	1 page
Exhibit B, Attachment I – Subcontractor Budget (Year 1)		1 page
Exhibit B, Attachment II – Budget (Year 2)		1 page
Exhibit B, Attachment II – Schedule 1 (Year 2)		1 page
Exhibit B, Attachment II – Subcontractor Budget (Year 2)		1 page
Exhibit C* – General Terms and Conditions		GTC 610
Exhibit D(F) – Special Terms and Conditions (attached hereto as part of this agreement)		25 pages
Exhibit E – Additional Provisions		2 pages
Exhibit F – Contractor's Release		1 page
Exhibit G – Travel Reimbursement Information		2 pages

Items shown above with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <http://www.ols.dgs.ca.gov/Standard+Language>

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

CONTRACTOR

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

Riverside County Department of Public Health

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

JOHN TAVAGLIONE, Chairman of the Board

ADDRESS

4080 Lemon Street, 5th Floor, Riverside, CA 92501

STATE OF CALIFORNIA

AGENCY NAME

California Department of Public Health

BY (Authorized Signature)

DATE SIGNED (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Sandra Winters, Chief, Contracts and Purchasing Services Section

ADDRESS

1501 Capitol Avenue, Suite 71.5178, MS 1802, PO Box 997377
 Sacramento, CA 95899-7377

California Department of
 General Services Use Only

Exempt per:

FORM APPROVED BY RIVERSIDE COUNTY CLERK OF THE BOARD
 BY: NEAL R. KIPNIS

Exhibit A
Scope of Work

1. Service Overview

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

Conduct a sexually transmitted disease (STD) prevention and control program incorporating education, awareness, outreach, counseling, testing, treatment, surveillance, reporting, and/or partner services with special emphasis on individuals at high-risk for chlamydia, gonorrhea, and/or infectious syphilis.

2. Service Location

The services shall be performed at applicable facilities in the County of Riverside.

3. Service Hours

The services shall be provided primarily Monday through Friday from 8:00 a.m. to 5:00 p.m. and evenings, weekends, and holidays as needed.

4. Project Representatives

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

California Department of Public Health	Riverside County Department of Public Health
Jacqueline Mincks Assistant Branch Chief Telephone: (916) 552-9819 Fax: (916) 552-9777 Email: Jacqueline.Mincks@cdph.ca.gov	Carolyn Lieber Program Director Telephone: (951) 358-5307 Fax: (951) 358-5407 Email: clieber@rivcocha.org

B. Direct all inquiries to:

California Department of Public Health	Riverside County Department of Public Health
STD Control Branch Attention: May Otow 1616 Capitol Avenue, MS 7320 P.O. Box 997377 Sacramento, CA 95899-7377 Telephone: (916) 552-9788 Fax: (916) 440-5112 Email: May.Otow@cdph.ca.gov	Carolyn Lieber Program Director P.O. Box 7600 Riverside, CA 92513-7600 Telephone: (951) 358-5307 Fax: (951) 358-5407 Email: clieber@rivcocha.org

- C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement.

5. Services to be Performed

Part 1: STD Community Interventions Program (SCIP)

Goal: Facilitate, develop, and enhance local capacity for the prevention, awareness, and control of chlamydia (CT) and other STDs through a process of community and health department collaborations.

The Scope of Work below is a blueprint for an annual individualized Work Plan developed between the local SCIP Coordinator and the State SCIP Regional Health Educator based on the level of funding allocated to each jurisdiction and local needs. These SCIP funds shall be used to support primary prevention activities and may not be used to pay for testing, screening, or treatment.

Objective 1: Identify high morbidity areas and agencies within those areas to prioritize for services.

Review and/or update data from local resources to prioritize intervention, training, and/or technical assistance strategies within selected high morbidity areas and priority populations.

Key Activities:

1. Work with local and/or State epidemiologists and other available data sources to select specific high morbidity areas and priority populations to strategize and tailor SCIP activities (e.g. CT and other STD/Human immunodeficiency virus (HIV) rates, teen birth rates, incarceration rates, school drop-out rates, and/or youth behavioral data by zip code or census tract).
2. Monitor data from local agencies such as schools and community-based organizations that serve the selected priority populations and target these agencies for SCIP trainings and technical assistance. Use existing network connections, directories, SCIP Community Resource Assessment Tool (CRAT) assessments, and SCIP Training and Technical Assistance (TTA) assessments.
3. Facilitate implementation of a youth risk behavioral survey (e.g. Centers for Disease Control and Prevention (CDC) Youth Risk Behavior Survey or the Health Kids Survey with the sexuality module) on a population level.

Timeline: Ongoing

Objective 2: Increase community awareness and knowledge of STDs, including strategies for prevention.

Based on the needs identified through community collaborations and data in Objective 1, provide STD-related training, workshops, and/or technical assistance to staff of prioritized schools and community agencies serving priority populations in high morbidity areas.

Key Activities:

Local capacity-building efforts should be directed by the local assessment of needs. However, some examples of training and technical assistance could include the following:

1. Provide trainings for local providers (i.e., teachers, community agency staff, and juvenile hall staff) serving the priority population on STDs, intimate violence, minor rights, racial/ethnic disparities, local data, program planning, etc.
2. Implement tailored technical assistance with a few key agencies based on the prioritized needs from Objective 1 (e.g. assist n STD curriculum development of a peer education program or assist with a parent-teen communication workshop).
3. Identify local community agencies or health department programs that have expertise in providing training on the topics identified as a high need in the assessment and organize the implementation of one of these trainings locally.

Timeline: Ongoing

Objective 3: Improve integration of STD primary prevention messages and/or prevention strategies into existing programs.

Strengthen current partnerships and/or build new partnerships among agencies and institutions that serve priority populations in high STD morbidity areas and provide linkages to sexual health resources, including SCIP educational tools (e.g. STD Lesson Plans) to local agencies.

Key Activities:

1. Continue to attend and/or join any relevant local coalitions, curricula committees, and/or task forces and bring STDs and related sexual health issues to the agenda and into collaborative projects.
2. Distribute links to STD resources via email, health department, or other local website links, coalitions, health fairs, conferences, and local provider trainings such as:
 - Website tools (e.g. SWAP, SCIP Lesson Plans, STD 101 for Teens)
 - Racial/ethnic disparities information and strategies
 - Core Competencies for Providers of Sexual and Reproductive Health
 - Relevant reports and studies to support local STD prevention efforts

Timeline: Ongoing

Objective 4: Implement a STD primary prevention strategy or effective behavioral intervention with high-risk clients in high morbidity areas.

Based on the needs identified in Objectives 1, 2, and 3, expand the implementation of and/or implement a new health education and/or effective behavioral intervention in partnership with schools, clinics, and/or community agencies serving high-risk populations in high morbidity areas.

Key Activities:

Work with SCIP partners to implement some types of STD primary prevention strategy or effective behavioral intervention, along with an evaluation component. Below are some examples and possible interventions to implement.

1. Place STD/HIV educational videos in waiting rooms of clinics, etc. (e.g. Safe in the City).
2. Work with local disease investigators, juvenile hall staff, clinic staff, or other community partners to implement a behavioral intervention into current client interactions (e.g. one-on-one risk reduction counseling like RESPECT, VOICES/VOCES). For more information on the CDC Effective Behavioral Intervention (EBI) go to <http://effectiveinterventions.org>.

3. Integrate STDs into a collaborative social marketing campaign for high-risk youth.
4. Implement an interactive website, video game, text message services, or other technological STD intervention with a high priority population.

Timeline: Ongoing

Objective 5: Evaluate local SCIP efforts

Implement individual training evaluations and conduct an annual SCIP evaluation (i.e. via internet survey) with community partners to determine changes in knowledge and/or skills as well as any STD-integration programmatic changes that resulted from local SCIP capacity-building efforts.

Key Activities:

1. For each local training provided to SCIP partners, collect a brief retrospective evaluation that addresses knowledge, skills, and intentions to utilize STD information in program or curricula.
2. Toward the end of each year, follow-up with priority community agencies and schools that have participated in SCIP activities and/or received SCIP resources and evaluate the impact on their current programs. Compensate community partners for the time needed to complete the evaluation survey. Generate an evaluation report and submit it as part of the End-of-Year Report.

Timeline: By June 30 of each year and ongoing

Part 2: STD Intervention and Surveillance Program

Goal: Increase local capacity to implement timely STD surveillance and disease intervention and control activities for infectious syphilis, gonorrhea, chlamydia, and other priority STDs.

The Scope of Work below is a blueprint for an annual individualized Work Plan developed by the local STD Controller or their designee. Based on the local STD program structure, systems, resources, and morbidity and the State funding allocation, services to be performed are to be selected from the following types of key activities to augment local STD intervention and control efforts, as State and local priorities dictate. These disease intervention and surveillance (DIS) funds can be used to support secondary prevention activities and may be used to pay for disease intervention specialists/communicable disease investigators or data entry staff, laboratory tests, or medications.

Objective 1: STD Confidential Morbidity Reporting (CMR) and Case-Report Surveillance

Ensure timely submission of complete STD morbidity and case report risk factor surveillance data to CDPH, STD Control Branch for public health action and program priority setting.

Key Activities:

1. Receive, process, and conduct data entry of STD confidential morbidity reports into appropriate local and/or State electronic STD surveillance systems (STD EPI Info, STD MIV, AVIS, ATLAS, and other surveillance systems as they become available) and submit data, through a secured transmission, to the STD Control Branch Surveillance Unit in accordance with NETSS and State timeframes and protocols.
2. Triage incoming syphilis reactive serologies, conduct record searches to ascertain previous history, and prioritize for follow-up in accordance with State or locally revised syphilis reactor grids.

3. Collaborate with medical providers and laboratories to facilitate timely and complete reporting in accordance with Title 17 regulations.
4. Evaluate semi-annually the timeliness and completeness of provider and laboratory reporting.
5. Verify STD surveillance case diagnosis and treatment with medical and laboratory providers using fax back form.
6. Conduct case report risk factor surveillance by identifying and assigning infectious syphilis, congenital syphilis, selected gonorrhea, chlamydia, and/or other priority STD cases (e.g., cephalosporin resistant gonorrhea) as determined by national, State, and local epidemiology and priorities for interview and/or medical record review, in accordance with State and national protocols.
7. Conduct case report risk factor surveillance interviews and/or medical record reviews and complete the respective standardized case report surveillance form (e.g. syphilis interview record, congenital syphilis report form, gonorrhea case report surveillance form, resistant gonorrhea case report form), in accordance with State and national protocols, standards, and guidelines.
8. Submit, through secure transmission, standardized case report surveillance forms or datasets to the STD Control Branch Surveillance Unit, in accordance with State and national timeframes and protocols.

Timeline: Ongoing

Objective 2: STD case diagnosis and treatment

Ensure accurate diagnosis and timely and recommended treatment of clients diagnosed with STDs, especially infectious syphilis, gonorrhea, and chlamydia, in accordance with State and national standards and protocols.

Key Activities:

1. Provide health department follow-up of untreated STD patients to ensure recommended treatment.
2. Conduct provider and laboratory visitation, when necessary, to facilitate accurate diagnosis and timely and recommended treatment, in accordance with State and CDC Diagnostic and Treatment Guidelines, to provide updated diagnosis, treatment, and partner services resources and to problem-solve systems issues.
3. Distribute State and CDC STD Diagnostic and Treatment Guidelines and other up-to-date clinical, diagnostic, treatment, and partner services resources to local clinicians via email, health department, other local clinical website links, and local clinical newsletters.
4. Verify STD diagnosis and treatment with medical providers, ensuring the use of State and CDC recommended regimens using fax back form.
5. Provide expedited patient/partner therapy (EPT) for untreated patients/partners who are unable to seek clinical care, in accordance with State and national standards and guidelines.
6. Evaluate semi-annually the timeliness and quality of STD case treatment.
7. Augment local STD outreach education and/or screening and treatment in settings or venues serving at-risk STD populations, if justified by local epidemiological data, resources, and priorities.

Timeline: Ongoing

Objective 3: STD case management and partner services

Ensure client-centered, risk reduction counseling, case management, and partner services for suspected infectious syphilis and other priority STD cases, as determined by national, State, and local epidemiology and priorities and in accordance with State and national standards and guidelines. Provide comprehensive, integrated STD/HIV partner services (offer, elicitation, and third party notification) for clients diagnosed with STD and HIV.

Key Activities:

1. Assign priority syphilis and other priority STD cases, as determined by national, State, and local epidemiology and priorities, to disease intervention specialists/communicable disease investigators for timely follow-up, case management, and partner services.
2. Conduct timely STD interviews including the provision of client-centered, risk reduction counseling, STD health education, and partner services (offer and partner elicitation) and document epidemiologic and risk factor data on the interview record for priority syphilis and other priority STD patients.
3. Conduct field investigations, as necessary, to arrange a private, confidential setting to perform client counseling/interview and partner counseling/notification and document investigation data on the field record.
4. Conduct timely partner notification activities for patients requesting third party notification of their partners, including record searches and field investigation, and document investigation data on the field record.
5. Conduct STD case and sexual and social network analysis, including re-interview of index patient and follow-up of social contacts, as necessary.
6. Provide integrated STD/HIV health education and disease information and comprehensive STD/HIV partner services for those HIV-infected patients diagnosed with a STD.
7. Submit, through secure transmission, accurate and complete interview record forms or datasets, other case report forms or datasets and associated partner field records to the STD Control Branch Surveillance Unit, in accordance with State and national standards, protocols, and guidelines.
8. Evaluate STD interview and partner services outcomes to identify and resolve workforce capacity, systems issues, and performance problems and to review overall effectiveness.

Timeline: Ongoing

Objective 4: STD intervention and control program evaluation and quality improvement

Design evidence-based, cost-effective STD intervention and control programs.

Key Activities:

1. Collaborate with the State to implement national STD Prevention and Control Program performance measures in the areas of quality surveillance systems, quality screening programs, timely treatment of infected patients, and quality partner notification activities, in accordance with national protocols and guidelines.
2. Use performance measure data to design programmatic quality improvement initiatives.
3. Provide other priority clinical or other programmatic evaluation data to the State as determined by State and local priorities and available resources.

Timeline: Ongoing

Part 3: Chlamydia Screening Project (ClaSP), if applicable

Goal: Facilitate the implementation of chlamydia screening and treatment programs for high-risk adolescent females in juvenile justice facilities.

The Scope of Work below provides details of screening, treatment, data, and program improvement activities required for adherence to this contract.

Objective 1: To screen at least 80 percent of female bookings in juvenile justice facilities.

Those Contractors with a screening performance of <80 percent shall increase their screening activities by no less than 2 percent per year. Those Contractors with a screening performance of >80 percent shall continue to screen as many female booked as possible as close to booking as possible.

Key Activities:

1. Provide chlamydia screening to all eligible females at juvenile justice sites at intake or as close to intake as possible (must be within 0 to 48 hours).
2. Ensure rapid notification of positive test results.

Timeline: Ongoing

Objective 2: To treat at least 80 percent of females testing positive for CT or gonorrhea (GC) in juvenile justice facilities.

Key Activities:

1. Provide appropriate and expedient treatment.
2. Ensure rapid follow-up and appropriate referral for those testing positive that are released prior to treatment.

Timeline: Ongoing

Objective 3: To provide accurate, complete, and timely data.

Key Activities:

1. Assist the State in obtaining national performance measure data by collecting all data elements delineated in the data dictionary provided by the State ClaSP Project Manager.
2. Electronically submit quarterly data.

Timeline: Ongoing

Objective 4: To participate in program improvement activities.

Key Activities:

1. Contractor will identify a project manager who is responsible for the coordination and implementation of this project.
2. Contractor will participate in and plan site visitations from the State ClaSP Project Manager.
3. Contractor will attend meetings and conference calls, as scheduled; participate in committees and workgroups; and assist in planning meetings, as requested.
4. Contractor will subcontract as necessary with the juvenile justice center(s) to enhance program activities.

Timeline: Ongoing

Part 4: Syphilis Elimination, if applicable

The Scope of Work below provides a blueprint for an individualized Work Plan developed between the Syphilis Elimination Coordinator and the STD Program Manager (or designee), based on the level of funding allocated to each jurisdiction, individual needs, and infrastructure. Local health jurisdictions are not expected to conduct all activities listed in the Scope of Work, but the Work Plan must fit into the Scope of Work described below.

Funds are allocated for the Syphilis Elimination Effort (SEE) to support programmatic activities related to syphilis through a federal grant. SEE monies shall not be used to purchase medication, fund local research, or purchase food at events, including those related to SEE.

Objective 1: Improve integration of syphilis and HIV prevention program activities at the client level. Client-level services should be integrated, including screening, education, management, partner services, and provider education for populations at-risk for STD/HIV co-infection.

A. Key Activities:

1. Collaborate with local community-based organizations to provide information, testing, and/or referrals for syphilis testing where HIV testing is offered, including HIV Counseling and Testing sites and HIV care providers.
2. Conduct trainings for HIV service providers and other providers who see gay men/MSM or other populations at risk for syphilis infection.
3. Implement a provider visitation program to enhance disease investigation and case finding through collaboration with medical providers serving individuals with HIV.

B. Timeline: Ongoing

Objective 2: Improve laboratory services available in STD and non-STD clinical settings. Where appropriate, local health jurisdictions should work with private and public laboratories to ensure timely and accurate testing for syphilis and provide technical assistance to medical providers in the interpretation of syphilis results, where needed.

A. Key Activities:

1. Conduct laboratory visitation and outreach to ensure timely and complete laboratory reporting.
2. Offer multiplex PCR test for syphilis and herpes in local public health laboratory.
3. Provide training/technical assistance to medical providers on interpretation of EIA/CLIA test results.

B. Timeline: Ongoing

Objective 3: Increase access to and utilization of local syphilis testing resources.

Collaborate with local medical providers, including STD clinics, to establish and promote evening and weekend hours for STD testing.

A. Key Activities:

1. Support weekend and/or evening hours at local community-based organizations that provide services to populations at risk for syphilis infection.

2. Support weekend and/or evening hours at local county-run STD clinics.
3. Conduct promotion of extended clinic hours through print media, palmcards, internet advertising, or other locally-relevant interventions to increase access to testing resources.

B. Timeline: Ongoing

Objective 4: Conduct interventions to raise awareness about syphilis in targeted populations.

Collaborate with local community-based organizations to design and implement social marketing campaigns or other interventions targeting at-risk populations.

A. **Key Activities:**

1. Convene a Community Taskforce on project-specific community group meetings to identify appropriate interventions for local communities at risk for syphilis infection. These may be stand-alone taskforces or may be integrated into existing community groups, such as those focused on HIV.
2. Conduct community outreach and education at gay/MSM specific venues, including local bathhouses, bars, resorts, and clubs.
3. Conduct internet-based interventions and promotion, driven by local epidemiology.
4. Conduct social marketing campaigns related to increased testing, behavior change, symptom recognition, or other issues relevant to the local populations at risk for syphilis.
5. Conduct interventions to increase timeliness of syphilis testing, treatment of cases and/or partners, or partner services.

B. Timeline: Ongoing

Objective 5: Evaluate local syphilis elimination efforts.

Syphilis elimination efforts shall be evidence-based, and evaluation of activities is expected to ensure cost-effective programmatic activities. Adjustments to the Work Plan may be made for activities without demonstrated effectiveness.

A. **Key Activities:**

1. Develop evaluation plans prior to implementation of new intervention.
2. Conduct evaluation of interventions using existing data or additional data collected as part of the intervention.

B. Timeline: Ongoing

Part 5: Gonorrhea Isolate Surveillance Project, if applicable

Goal: Monitor antimicrobial susceptibility of strains of *Neisseria gonorrhoea* in California.

Objective 1: Provide specimens for the Gonorrhea Isolate Surveillance Project (GISP) to monitor trends in antimicrobial susceptibility of strains of *Neisseria gonorrhoea*.

Key Activities:

1. Continue the collection and submission of 25 *Neisseria gonorrhoea* culture specimens and patient demographic and clinical data per month, per GISP protocols.
2. Review STD clinic and laboratory data to ensure that specimens submitted are from the first 25 sequential male urethral cases monthly, regardless of symptom status.
3. Consider expanding site participation to additional county public health clinics to facilitate capturing the target number of specimens.

Timeline: Ongoing

6. Required Reports, Data, and Meetings

A. Yearly Work Plans

Part 1: STD Community Interventions Program

Development of yearly Work Plans will be initiated by the State Regional SCIP Health Educator in May/June each year. The Work Plans are tailored to each jurisdiction based on that jurisdiction's funding allocation and local needs. The Work Plan should include:

1. Those activities being continued from the previous year.
2. Specific objectives being addressed in the current 12-month period.
3. Description of key activities to achieve the specific objectives.
4. Which staff is responsible for conducting the key activities.
5. Timelines for key activities and achievements of the objective(s).

Period: July 1, 2011 – June 30, 2012

Due: July 31, 2011

Period: July 1, 2012 – June 30, 2013

Due: July 31, 2012

B. Quarterly or Mid-Year Report

Part 1: STD Community Interventions Program

Submit brief, electronic mid-year progress reports addressing objectives and activities in the Work Plan described above. These reports should include progress on objectives achieved, challenges or barriers to meeting the objectives with action plans to address these challenges or barriers, and any needed changes or adjustments to Work Plans with a short justification.

Period: July 1, 2011 – December 31, 2011

Due: January 31, 2012

Period: July 1, 2012 – December 31, 2012

Due: January 31, 2013

Part 2: Disease Investigation and Surveillance

Submit brief, electronic mid-year progress reports addressing the objectives and activities in the Scope of Work developed using the template provided by the DIS Project Manager. These reports should include progress on objectives achieved, challenges or barriers to meeting the objectives with action plans to address these challenges or barriers, any needed changes or adjustments to the Scope of Work with a short justification, and any performance measure results.

Period: July 1, 2011 – December 31, 2011

Due: January 31, 2012

Period: July 1, 2012 – December 31, 2012

Due: January 31, 2013

Part 3: Chlamydia Screening Project, if applicable

Submit electronic communication reports and line listed data quarterly using the template and data dictionary provided by the State ClaSP Project Manager. Line listed data (calendar year cumulative beginning with 1-1-XX) should be sent to Clasp@cdph.ca.gov and the Quarterly Communication Reports (QCR) and Annual Communication Report (ACR) should be sent to the State ClaSP Project Manager.

Period: July 1, 2011 – September 30, 2011	Due: October 31, 2011
Period: October 1, 2011 – December 31, 2011	Due: January 31, 2012
Period: January 1, 2012 – March 31, 2012	Due: April 30, 2012
Period: April 1, 2012 – June 30, 2012	Due: July 31, 2012

Period: July 1, 2012 – September 30, 2012	Due: October 31, 2012
Period: October 1, 2012 – December 31, 2012	Due: January 31, 2013
Period: January 1, 2013– March 31, 2013	Due: April 30, 2013
Period: April 1, 2013 – June 30, 2013	Due: July 31, 2013

Part 4: Syphilis Elimination, if applicable

Submit brief, electronic mid-year progress reports addressing objectives and activities in the Scope of Work described above using the template provided by the Syphilis Elimination Project Manager. These reports should include progress on objectives achieved, challenges or barriers to meeting the objectives with action plans to address these challenges or barriers, any needed changes or adjustments to the Scope of Work with a short justification, and any evaluation results.

Period: July 1, 2011 – December 31, 2011	Due: January 31, 2012
Period: July 1, 2012 – December 31, 2012	Due: January 31, 2013

Part 5: Gonococcal Isolate Surveillance Project, if applicable

No quarterly or mid-year reports are required by the Contractor because the CDC regional laboratory will distribute site-specific, electronic monthly reports containing results from antimicrobial susceptibility testing to the State GISP epidemiologist and to the designated contact(s) at each local GISP site. These results will be submitted in Excel format for all sites within two months of specimen collection.

C. End-of-Year Report

Part 1: STD Community Interventions Program

Provide a brief, electronic End-of-Year Report describing how the Contractor met the objectives and accomplished the activities in the Work Plans described above. This report should provide specific information on the goals and/or objectives achieved, challenges or barriers to meeting the objectives, rationale for any changes or adjustments made, and the evaluation report based on local SCIP program data.

Period: July 1, 2011 – June 30, 2012	Due: July 31, 2012
Period: July 1, 2012 – June 30, 2013	Due: July 31, 2013

Part 2: Disease Investigation and Surveillance

Provide a brief, electronic End-of-Year Report describing how the Contractor met the objectives and accomplished the activities in the Scope of Work. This report should provide specific information on the goals and/or objectives achieved, challenges or barriers to meeting the objectives, rationale for any changes or adjustments made, and any performance measures or other evaluation efforts.

Period: July 1, 2011 – June 30, 2012
Period: July 1, 2012 – June 30, 2013

Due: July 31, 2012
Due: July 31, 2013

Part 3: Chlamydia Screening Project, if applicable

Provide an End-of-Year Report addressing objectives and activities in the ClaSP Scope of Work using the template provided by the State ClaSP Project Manager. Reports should include specific information as to how the objectives and activities were accomplished, barriers encountered, and rationale for any changes or adjustments made.

Period: July 1, 2009 – June 30, 2010
Period: July 1, 2010 – June 30, 2011

Due: July 31, 2010
Due: July 31, 2011

Part 4: Syphilis Elimination, if applicable

Provide a brief, electronic End-of-Year Report describing how the Contractor met the objectives and accomplished the activities in the Scope of Work. This report should provide specific information on the goals and/or objectives achieved, challenges or barriers to meeting the objectives, rationale for any changes or adjustments made, and any performance measures or other evaluation results.

Period: July 1, 2009 – June 30, 2010
Period: July 1, 2010 – June 30, 2011

Due: July 31, 2010
Due: July 31, 2011

Part 5: Gonococcal Isolate Surveillance Project, if applicable

No End-of-Year Report is required by the Contractor because CDC generates the annual GISP report.

D. Program Meetings and Training

Program Coordinators or their representatives should attend statewide meetings and/or training as scheduled and required in the Scope of Work. Budgets should include a line item to support travel costs for these meetings, as needed.

7. Scope of Work Changes

- A. Pursuant to Health and Safety code Section 38077(b)(2), changes and revisions to the Scope of Work contained in the agreement, utilizing the "allowable cost payment system", may be proposed by the Contractor in writing. Failure to notify the State of proposed revisions to the Scope of Work may result in an audit finding.

- B. The State will respond, in writing, as to the approval or disapproval of all such requests for changes or revisions to the Scope of Work within 30 calendar days of the date the request is first received in the Department. Should the State fail to respond to the Contractor's request within 30 calendar days of receipt, the Contractor's request shall be deemed approved.
- C. The State may also request changes and revisions to the Scope of Work. The State will make a good-faith effort to provide the Contractor 30 calendar days advance written notice of said changes or revisions.
- D. No changes to the Scope of Work agreed to pursuant to this paragraph shall take effect until the cooperative agreement is amended and the amendment is approved as required by law and this agreement.

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the budget(s) attached hereto.
- B. Invoices shall include the Agreement Number and shall be submitted in duplicate not more frequently than quarterly in arrears to:

May Otow
California Department of Public Health
STD Control Branch
MS Code 7320
P.O. Box 997377
Sacramento, CA 95899-7377

- C. Invoices shall:
 - 1) Be prepared on Contractor letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represents actual expenses for the service performed under this contract.
 - 2) Bear the Contractor's name as shown on the agreement.
 - 3) Identify the billing and/or performance period covered by the invoice.
 - 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this agreement. Subject to the terms of this agreement, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement 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 Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform 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 Contractor 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 agreement shall not exceed:
- 1) \$164,309 for the budget period of 07/01/11 through 06/30/12.
 - 2) \$164,309 for the budget period of 07/01/12 through 06/30/13.
- B. Reimbursement shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are performed and/or goods are received.

5. Timely Submission of Final Invoice

- A. A final undisputed invoice shall be submitted for payment no more than ninety (90) calendar days following the expiration or termination date of this agreement, unless a later or alternate deadline is agreed to in writing by the program contract manager. Said invoice should be clearly marked "Final Invoice", thus indicating that all payment obligations of the State under this agreement 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 Contractor fails to obtain prior written State approval of an alternate final invoice submission deadline. Written State approval shall be sought from the program contract manager prior to the expiration or termination date of this agreement.
- C. The Contractor is hereby advised of its obligation to submit, with the final invoice, a "**Contractor's Release (Exhibit F)**" acknowledging submission of the final invoice to the State and certifying the approximate percentage amount, if any, of recycled products used in performance of this agreement.

6. Allowable Line Item Shifts

- A. Subject to the prior review and approval of the State, line item shifts of up to fifteen percent (15%) of the annual contract total, not to exceed a maximum of one hundred thousand (\$100,000) annually, whichever is less, are allowed, so long as the annual agreement total neither increases nor decreases.

The \$100,000 maximum limit shall be assessed annually and automatically adjusted by the State in accordance with cost-of-living indexes. Said adjustments shall not require a formal agreement amendment. The State shall annually inform the Contractor in writing of the adjusted maximum.

- B. Line item shifts meeting these criteria shall not require a formal agreement amendment.
- C. The Contractor 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 Contractor.

Exhibit B
Budget Detail and Payment Provisions

7. Expense Allowability / Fiscal Documentation

- A. Invoices, received from a Contractor and accepted and/or submitted for payment by the State, shall not be deemed evidence of allowable agreement costs.
- B. Contractor shall maintain for review and audit and supply to CDPH upon request, adequate documentation of all expenses claimed pursuant to this agreement to permit a determination of expense allowability.
- C. If the allowability or appropriateness of an expense cannot be determined by the State because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed and payment may be withheld by the State. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.
- D. If travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. For more information on allowable travel and per diem expenses and required documentation, see Exhibit G entitled, "Travel Reimbursement Information".
- E. Costs and/or expenses deemed unallowable are subject to recovery by CDPH. See provision 8 in this exhibit entitled, "Recovery of Overpayments" for more information.

8. Recovery of Overpayments

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

**Exhibit B - Attachment I
Budget
Year 1
July 1, 2011 – June 30, 2012**

PERSONNEL

<u>Classification</u>	<u>Monthly Salary</u>	<u>Percent of Time</u>	<u>Months</u>	<u>Budget</u>
Communicable Disease Specialist (SCIP)	\$4,716	0.173	12	\$9,790
Communicable Disease Specialist (SCIP)	\$4,716	0.173	12	\$9,790
Asst. Communicable Disease Specialist (CLASP)	\$2,097	0.500	12	\$12,582
Office Assistant III (DIS)	\$3,040	0.240	12	\$8,755
Sr. Communicable Disease Specialist (DIS)	\$4,320	0.210	12	\$10,886
Communicable Disease Specialist (SE)	\$2,550	0.800	12	\$24,480
Total Personnel				\$76,283

Fringe Benefits (33% of Personnel) \$25,174

Total Personnel & Fringe \$101,457

OPERATING EXPENSES

General Office Expense (pens, paper, pencils)	\$1,681
Lab Services (\$25 x 300 tests)	\$20,000
Communication Use (calls for patient follow-up)	\$406
Postage (confidential mail released to youth)	\$60
Medical Supplies (tubes, alcohol swabs, needles for syphilis testing)	\$500

Total Operating Expenses \$22,647

TRAVEL (meetings/patient follow-up) \$1,955

SUBCONTRACTORS

Desert AIDS Project \$38,250

Total Subcontractors \$38,250

OTHER COSTS \$0

INDIRECT COSTS \$0

BUDGET GRAND TOTAL \$164,309

EXHIBIT B - ATTACHMENT I
Schedule 1
(Year 1)
July 1, 2011 through June 30, 2012

	SCIP Budget	ClaSP Budget	SE Budget	DIS Budget	GISP Budget	Total Budget
Personnel	\$19,580	\$12,582	\$24,480	\$19,641	\$0	\$76,283
Fringe Benefits (33% of Personnel)	\$6,462	\$4,152	\$8,078	\$6,482	\$0	\$25,174
Operating Expenses	\$567	\$7,980	\$13,580	\$520	\$0	\$22,647
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Travel	\$500	\$486	\$612	\$357	\$0	\$1,955
Subcontractors	\$0	\$0	\$38,250	\$0	\$0	\$38,250
Other Costs	\$0	\$0	\$0	\$0	\$0	\$0
Indirect Costs	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$27,109	\$25,200	\$85,000	\$27,000	\$0	\$164,309

**Exhibit B Attachment I - Schedule 1
Subcontractor Budget
Desert AIDS Project
(Year 1)
(July 1, 2011 - June 30, 2012)**

PERSONNEL

<u>Classification</u>	<u>Monthly Salary</u>	<u>Percent of Time</u>	<u>Months</u>	<u>Budget</u>
Community Health Educator	\$4,467	0.39997	12	\$21,440
Community Health Educator	\$4,467	0.08395	12	\$4,500
Total Personnel				\$25,940
Fringe Benefits (20.662% of Personnel)				\$5,360
Total Personnel & Fringe				\$31,300

OPERATING EXPENSES

General Office Expense	\$2,823
(Safer Sex Kits - \$2.50/kit x 1,091 kits = \$2,727.50)	\$0
(\$5 gift cards x 19 = \$95)	\$0
Total Operating Expenses	\$2,823

TRAVEL (meetings) **\$650**

OTHER COSTS **\$0**

TOTAL DIRECT COSTS **\$34,773**

INDIRECT COSTS (10% OF DIRECT COSTS) **\$3,477**

BUDGET GRAND TOTAL **\$38,250**

**Exhibit B - Attachment I
Budget
Year 2
July 1, 2012 – June 30, 2013**

PERSONNEL

<u>Classification</u>	<u>Monthly Salary</u>	<u>Percent of Time</u>	<u>Months</u>	<u>Budget</u>
Communicable Disease Specialist (SCIP)	\$4,716	0.173	12	\$9,790
Communicable Disease Specialist (SCIP)	\$4,716	0.173	12	\$9,790
Asst. Communicable Disease Specialist (CLASP)	\$2,097	0.500	12	\$12,582
Office Assistant III (DIS)	\$3,040	0.240	12	\$8,755
Sr. Communicable Disease Specialist (DIS)	\$4,320	0.210	12	\$10,886
Communicable Disease Specialist (SE)	\$2,550	0.800	12	\$24,480

Total Personnel

\$76,283

Fringe Benefits (33% of Personnel)

\$25,174

Total Personnel & Fringe

\$101,457

OPERATING EXPENSES

General Office Expense (pens, paper, pencils)	\$1,681
Lab Services (\$25 x 300 tests)	\$20,000
Communication Use (calls for patient follow-up)	\$406
Postage (confidential mail released to youth)	\$60
Medical Supplies (tubes, alcohol swabs, needles for syphilis testing)	\$500

Total Operating Expenses

\$22,647

TRAVEL (meetings/patient follow-up)

\$1,955

SUBCONTRACTORS

Desert AIDS Project

\$38,250

Total Subcontractors

\$38,250

OTHER COSTS

\$0

INDIRECT COSTS

\$0

BUDGET GRAND TOTAL

\$164,309

EXHIBIT B - ATTACHMENT I
Schedule 1
(Year 2)
July 1, 2012 through June 30, 2013

	SCIP Budget	ClaSP Budget	SE Budget	DIS Budget	GISP Budget	Total Budget
Personnel	\$19,580	\$12,582	\$24,480	\$19,641	\$0	\$76,283
Fringe Benefits (33% of Personnel)	\$6,462	\$4,152	\$8,078	\$6,482	\$0	\$25,174
Operating Expenses	\$567	\$7,980	\$13,580	\$520	\$0	\$22,647
Equipment	\$0	\$0	\$0	\$0	\$0	\$0
Travel	\$500	\$486	\$612	\$357	\$0	\$1,955
Subcontractors	\$0	\$0	\$38,250	\$0	\$0	\$38,250
Other Costs	\$0	\$0	\$0	\$0	\$0	\$0
Indirect Costs	\$0	\$0	\$0	\$0	\$0	\$0
Total	\$27,109	\$25,200	\$85,000	\$27,000	\$0	\$164,309

Exhibit B Attachment I - Schedule 1**Subcontractor Budget****Desert AIDS Project****(Year 2)****(July 1, 2012 - June 30, 2013)****PERSONNEL**

<u>Classification</u>	<u>Monthly Salary</u>	<u>Percent of Time</u>	<u>Months</u>	<u>Budget</u>
Community Health Educator	\$4,467	0.39997	12	\$21,440
Community Health Educator	\$4,467	0.08395	12	\$4,500
Total Personnel				\$25,940
Fringe Benefits (20.662% of Personnel)				\$5,360
Total Personnel & Fringe				\$31,300
OPERATING EXPENSES				
General Office Expense				\$2,823
(Safer Sex Kits - \$2.50/kit x 1,091 kits = \$2,727.50)				\$0
(\$5 gift cards x 19 = \$95)				\$0
Total Operating Expenses				\$2,823
TRAVEL (meetings)				\$650
OTHER COSTS				\$0
TOTAL DIRECT COSTS				\$34,773
INDIRECT COSTS (10% OF DIRECT COSTS)				\$3,477
BUDGET GRAND TOTAL				\$38,250

Special Terms and Conditions

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

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

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

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

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

Index of Special Terms and Conditions

1. Federal Equal Employment Opportunity Requirements	17. Human Subjects Use Requirements
2. Travel and Per Diem Reimbursement	18. Novation Requirements
3. Procurement Rules	19. Debarment and Suspension Certification
4. Equipment Ownership / Inventory / Disposition	20. Smoke-Free Workplace Certification
5. Subcontract Requirements	21. Covenant Against Contingent Fees
6. Income Restrictions	22. Payment Withholds
7. Audit and Record Retention	23. Performance Evaluation
8. Site Inspection	24. Officials Not to Benefit
9. Federal Contract Funds	25. Four-Digit Date Compliance
10. Intellectual Property Rights	26. Prohibited Use of State Funds for Software
11. Air or Water Pollution Requirements	27. Use of Small, Minority Owned and Women's Businesses
12. Prior Approval of Training Seminars, Workshops or Conferences	28. Alien Ineligibility Certification
13. Confidentiality of Information	29. Union Organizing
14. Documents, Publications, and Written Reports	30. Contract Uniformity (Fringe Benefit Allowability)
15. Dispute Resolution Process	31. Lobbying Restrictions and Disclosure Certification
16. Financial and Compliance Audit Requirements	

1. Federal Equal Opportunity Requirements

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

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

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

2. Travel and Per Diem Reimbursement

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

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

3. Procurement Rules

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

a. Equipment definitions

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

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

- b. **Government and public entities** (including state colleges/universities and auxiliary organizations), whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through h of Provision 3. Paragraph c of Provision 3 shall also apply, if equipment purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.

- c. **Nonprofit organizations and commercial businesses**, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment and services related to such purchases for performance under this Agreement.

- (1) Equipment purchases shall not exceed \$50,000 annually.

To secure equipment above the annual maximum limit of \$50,000, the Contractor shall make arrangements through the appropriate CDPH Program Contract Manager, to have all remaining

equipment purchased through CDPH's Purchasing Unit. The cost of equipment purchased by or through CDPH shall be deducted from the funds available in this Agreement. Contractor shall submit to the CDPH Program Contract Manager a list of equipment specifications for those items that the State must procure. The State may pay the vendor directly for such arranged equipment purchases and title to the equipment will remain with CDPH. The equipment will be delivered to the Contractor's address, as stated on the face of the Agreement, unless the Contractor notifies the CDPH Program Contract Manager, in writing, of an alternate delivery address.

- (2) All equipment purchases are subject to Paragraphs d through h of Provision 3. Paragraph b of Provision 3 shall also apply, if equipment purchases are delegated to subcontractors that are either a government or public entity.
- (3) Nonprofit organizations and commercial businesses, shall use a procurement system that meets the following standards:
 - (a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.
 - (b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.
 - (c) Procurements shall be conducted in a manner that provides for all of the following:
 - [1] Avoid purchasing unnecessary or duplicate items.
 - [2] Equipment solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.
 - [3] Take positive steps to utilize small and veteran owned businesses.
- d. Unless waived or otherwise stipulated in writing by CDPH, prior written authorization from the appropriate CDPH Program Contract Manager will be required before the Contractor will be reimbursed for any purchase of \$5,000 or more for commodities, supplies, equipment, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by CDPH, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.
- e. In special circumstances, determined by CDPH (e.g., when CDPH has a need to monitor certain purchases, etc.), CDPH may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. CDPH reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that CDPH determines to be unnecessary in carrying out performance under this Agreement.
- f. The Contractor and/or subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor and/or subcontractor at any time.
- g. For all purchases, the Contractor and/or subcontractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor and/or subcontractor for inspection or audit.
- h. CDPH may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under Paragraphs b and/or c of Provision 3 by giving the Contractor no less than 30 calendar days written notice.

4. Equipment Ownership / Inventory / Disposition

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

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

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

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

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

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

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

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

- c. Unless otherwise stipulated, CDPH shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.

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

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

- e. Unless otherwise stipulated by the program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, shall only be used for performance of this Agreement or another CDPH agreement.

- f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor shall provide a final inventory report of equipment and/or property to the CDPH Program Contract Manager and shall, at that time, query CDPH as to the requirements, including the manner and method, of returning state equipment and/or property to CDPH. Final disposition of equipment and/or property shall be at CDPH expense and according to CDPH instructions. Equipment and/or property disposition instructions shall be issued by CDPH immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, CDPH may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different CDPH agreement.

g. **Motor Vehicles**

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

- (1) If motor vehicles are purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor and/or Subcontractor shall return such vehicles to CDPH and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to CDPH.
- (2) If motor vehicles are purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, the State of California shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner. The Contractor and/or a subcontractor may only use said vehicles for performance and under the terms of this Agreement.
- (3) The Contractor and/or Subcontractor agree that all operators of motor vehicles, purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.
- (4) If any motor vehicle is purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, the Contractor and/or Subcontractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's and/or Subcontractor's possession:

Automobile Liability Insurance

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

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

5. Subcontract Requirements

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

- a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing \$5,000 or more. Except as indicated in Paragraph a(3) herein, when securing subcontracts for services costing \$5,000, the Contractor shall obtain at least three bids or justify a sole source award.
- (1) The Contractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.
 - (2) The State may identify the information needed to fulfill this requirement.
 - (3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:
 - (a) A local governmental entity or the federal government,
 - (b) A State college or university from any State,
 - (c) A Joint Powers Authority,
 - (d) An auxiliary organization of a California State University or a California community college,
 - (e) A foundation organized to support the Board of Governors of the California Community Colleges,
 - (f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,
 - (g) Entities of any type that will provide subvention aid or direct services to the public,
 - (h) Entities and/or service types identified as exempt from advertising in State Contracting Manual 5.80. View this publication at the following Internet address:
<http://www.ols.dgs.ca.gov/Contract+Manual/Chapters4through6.htm>
- b. CDPH reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.

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

"(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from CDPH to the Contractor, to permit CDPH or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."
 - i. Unless otherwise stipulated in writing by CDPH, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.
 - j. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 19, 20, 24, and 31 or other numbered provisions herein that deemed applicable.

6. Income Restrictions

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

7. Audit and Record Retention

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

- a. The Contractor and/or Subcontractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- b. The Contractor's and/or subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- c. Contractor agrees that CDPH, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to

review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896).

- d. The Contractor and/or Subcontractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.
 - (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
 - (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- e. The Contractor and/or Subcontractor shall comply with the above requirements and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code § 10115.10, if applicable.
- f. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.
- g. The Contractor shall, if applicable, comply with the Single Audit Act and the audit reporting requirements set forth in OMB Circular A-133.

8. Site Inspection

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

9. Federal Contract Funds

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

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

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

10. Intellectual Property Rights

a. Ownership

- (1) Except where CDPH has agreed in a signed writing to accept a license, CDPH shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.
- (2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.
 - (a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.
- (3) In the performance of this Agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of CDPH's Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of CDPH's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of CDPH. **Except as otherwise set forth herein, neither the Contractor nor CDPH shall give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to CDPH, Contractor agrees to abide by all license and confidentiality restrictions applicable to CDPH in the third-party's license agreement.
- (4) Contractor agrees to cooperate with CDPH in establishing or maintaining CDPH's exclusive rights in the Intellectual Property, and in assuring CDPH's sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to CDPH all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or CDPH and which result directly or indirectly from this Agreement or any subcontract.
- (5) Contractor further agrees to assist and cooperate with CDPH in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce CDPH's Intellectual Property rights and interests.

b. Retained Rights / License Rights

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

c. Copyright

- (1) Contractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to CDPH to any work product made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.
- (2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, shall include CDPH's notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2007, etc.], Department of Public Health. This material may not be reproduced or disseminated without prior written permission from the Department of Public Health." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

d. Patent Rights

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

e. Third-Party Intellectual Property

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

Contractor's performance of this Agreement, Contractor shall obtain a license under terms acceptable to CDPH.

f. Warranties

(1) Contractor represents and warrants that:

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

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

g. Intellectual Property Indemnity

- (1) Contractor shall indemnify, defend and hold harmless CDPH and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of CDPH's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual

Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. CDPH reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against CDPH.

- (2) Should any Intellectual Property licensed by the Contractor to CDPH under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve CDPH's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to CDPH. CDPH shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for CDPH to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, CDPH shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.
- (3) Contractor agrees that damages alone would be inadequate to compensate CDPH for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges CDPH would suffer irreparable harm in the event of such breach and agrees CDPH shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

h. Federal Funding

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

i. Survival

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

11. Air or Water Pollution Requirements

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

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

12. Prior Approval of Training Seminars, Workshops or Conferences

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

13. Confidentiality of Information

- a. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.
- b. The Contractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.
- c. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH Program Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.
- d. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than CDPH without prior written authorization from the CDPH Program Contract Manager, except if disclosure is required by State or Federal law.
- e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.
- f. As deemed applicable by CDPH, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

14. Documents, Publications and Written Reports

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

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

15. Dispute Resolution Process

- a. A Contractor grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Contractor and CDPH, the Contractor must seek resolution using the procedure outlined below.
 - (1) The Contractor should first informally discuss the problem with the CDPH Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.
 - (2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which

the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.

- b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).
- c. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.
- d. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Program Contract Manager.
- e. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the CDPH Program Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

16. Financial and Compliance Audit Requirements

- a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.
- b. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code section 38030).
- c. The Contractor, as indicated below, agrees to obtain one of the following audits:
 - (1) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives \$25,000 or more from any State agency under a direct service contract or agreement; the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
 - (2) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives less than \$25,000 per year from any State agency under a direct service contract or agreement, the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
 - (3) If the Contractor is a State or Local Government entity or Nonprofit organization (as defined by the Federal Office of Management and Budget [OMB] Circular A-133) and expends \$500,000 or more in Federal awards, the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in OMB Circular A-133 entitled "Audits of States, Local Governments, and Non-Profit Organizations". An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall

be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:

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

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

17. Human Subjects Use Requirements

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

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

18. Novation Requirements

If the Contractor proposes any novation agreement, CDPH shall act upon the proposal within 60 days after receipt of the written proposal. CDPH may review and consider the proposal, consult and negotiate with the Contractor, and accept or reject all or part of the proposal. Acceptance or rejection of the proposal may be made orally within the 60-day period and confirmed in writing within five days of said decision. Upon written acceptance of the proposal, CDPH will initiate an amendment to this Agreement to formally implement the approved proposal.

19. Debarment and Suspension Certification

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

- a. By signing this Agreement, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.
- b. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and
 - (4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
 - (5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
 - (6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the CDPH Program Contract Manager.
- d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
- e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDPH may terminate this Agreement for cause or default.

20. Smoke-Free Workplace Certification

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

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

21. Covenant Against Contingent Fees

(Applicable only to federally funded agreements.)

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

22. Payment Withholds

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

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

23. Performance Evaluation

(Not applicable to grant agreements.)

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

24. Officials Not to Benefit

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

25. Four-Digit Date Compliance

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

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

26. Prohibited Use of State Funds for Software

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

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

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

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

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

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

28. Alien Ineligibility Certification

(Applicable to sole proprietors entering federally funded agreements.)

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

29. Union Organizing

(Applicable only to grant agreements.)

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

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

30. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

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

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

f. Earned/Accrued Compensation

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

(a) Example No. 1:

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

(b) Example No. 2:

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

(c) Example No. 3:

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

31. Lobbying Restrictions and Disclosure Certification

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

a. Certification and Disclosure Requirements

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

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

b. Prohibition

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

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH
CERTIFICATION REGARDING LOBBYING

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

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

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

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

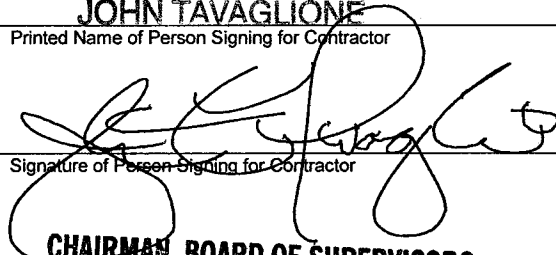
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file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

Name of Contractor

Contract / Grant Number

Date

JOHN TAVAGLIONE
Printed Name of Person Signing for Contractor



Signature of Person Signing for Contractor

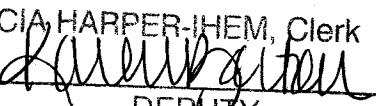
CHAIRMAN, BOARD OF SUPERVISORS

Title

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

California Department of Public Health

FORM APPROVED COUNTY COUNSEL
BY: 
NEAL R. KIPNIS DATE


ATTEST:
KECIA HARPER-IHEM, Clerk
By 
DEPUTY


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


CERTIFICATION REGARDING LOBBYING

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

Approved by OMB
0348-0046

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: Year ____ quarter ____ date of last report ____	
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier ____, if known: Congressional District, if known:			5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:		
6. Federal Department/Agency			7. Federal Program Name/Description: CDFA Number, if applicable: ____		
8. Federal Action Number, if known:			9. Award Amount, if known: \$		
10.a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI):			b. Individuals Performing Services (including address if different from 10a. (Last name, First name, MI):		
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.			Signature: 		
			Print Name: JOHN TAVAGLIONE		
			Title: CHAIRMAN, BOARD OF SUPERVISORS		
			Telephone No.: _____ Date: _____		
			Federal Use Only		

FORM APPROVED COUNTY COUNSEL
 BY:  DATE

ATTEST:
 KECIA HARPER-IHEM, Clerk
 By 

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

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

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

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

Exhibit E
Additional Provisions

1. Cancellation / Termination

- A. This agreement may be cancelled by CDPH without cause upon 30 calendar days advance written notice to the Contractor.
- B. CDPH reserves the right to cancel or terminate this agreement immediately for cause. The Contractor may submit a written request to terminate this agreement only if CDPH substantially fails to perform its responsibilities as provided herein.
- C. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of this agreement.
- D. Agreement termination or cancellation shall be effective as of the date indicated in CDPH's notification to the Contractor. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. Upon receipt of a notice of termination or cancellation, the Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent agreement costs.
- F. In the event of early termination or cancellation, the Contractor 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 agreement.

2. Avoidance of Conflicts of Interest by Contractor

- A. CDPH intends to avoid any real or apparent conflict of interest on the part of the Contractor, subcontractors, or employees, officers and directors of the Contractor or subcontractors. Thus, CDPH reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Contractor 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 Contractor or any of its subcontractors, or any employee, officer, or director of the Contractor or any subcontractor has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the contract would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the contract.
 - 2) An instance where the Contractor's or any subcontractor's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.

Exhibit E
Additional Provisions

- C. If CDPH is or becomes aware of a known or suspected conflict of interest, the Contractor will be given an opportunity to submit additional information or to resolve the conflict. A Contractor with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by CDPH to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, the conflict will be grounds for terminating the contract. CDPH may, at its discretion upon receipt of a written request from the Contractor, authorize an extension of the timeline indicated herein.

3. Freeze Exemptions

(Applicable only to local government agencies.)

- A. Contractor agrees that any hiring freeze adopted during the term of this contract shall not be applied to the positions funded, in whole or part, by this contract.
- B. Contractor agrees not to implement any personnel policy, which may adversely affect performance or the positions funded, in whole or part, by this contract.
- C. Contractor agrees that any travel freeze or travel limitation policy adopted during the term of this contract shall not restrict travel funded, in whole or part, by this contract.
- D. Contractor agrees that any purchasing freeze or purchase limitation policy adopted during the term of this contract shall not restrict or limit purchases funded, in whole or part, by this contract.

Contractor's Release

Instructions to Contractor:

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

Submission of Final Invoice

Pursuant to contract number _____ entered into between the State of California Department of Public Health (CDPH) and the Contractor (identified below), the Contractor does acknowledge that final payment has been requested via invoice number(s) _____, in the amount(s) of \$ _____ and dated _____. If necessary, enter "See Attached" in the appropriate blocks and attach a list of invoice numbers, dollar amounts and invoice dates.

Release of all Obligations

By signing this form, and upon receipt of the amount specified in the invoice number(s) referenced above, the Contractor does hereby release and discharge the State, its officers, agents and employees of and from any and all liabilities, obligations, claims, and demands whatsoever arising from the above referenced contract.

Repayments Due to Audit Exceptions / Record Retention

By signing this form, Contractor acknowledges that expenses authorized for reimbursement does not guarantee final allowability of said expenses. Contractor agrees that the amount of any sustained audit exceptions resulting from any subsequent audit made after final payment will be refunded to the State.

All expense and accounting records related to the above referenced contract must be maintained for audit purposes for no less than three years beyond the date of final payment, unless a longer term is stated in said contract.

Recycled Product Use Certification

By signing this form, Contractor certifies under penalty of perjury that a minimum of 0% unless otherwise specified in writing of post consumer material, as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether it meets the requirements of Public Contract Code Section 12209. Contractor specifies that printer or duplication cartridges offered or sold to the State comply with the requirements of Section 12156(e).

Reminder to Return State Equipment/Property (If Applicable)

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

Unless CDPH has approved the continued use and possession of State equipment (as defined in the above referenced contract) for use in connection with another CDPH agreement, Contractor agrees to promptly initiate arrangements to account for and return said equipment to CDPH, at CDPH's expense, if said equipment has not passed its useful life expectancy as defined in the above referenced contract.

Patents / Other Issues

By signing this form, Contractor further agrees, in connection with patent matters and with any claims that are not specifically released as set forth above, that it will comply with all of the provisions contained in the above referenced contract, including, but not limited to, those provisions relating to notification to the State and related to the defense or prosecution of litigation.

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

Contractor's Legal Name (as on contract): _____

Signature of Contractor or Official Designee: _____ Date: _____

Printed Name/Title of Person Signing: _____

CDPH Distribution: Accounting (Original) Program

Travel Reimbursement Information
(Mileage Reimbursement Increase Effective 7/1/11)

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

(1) Lodging (with receipts*):

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

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

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

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

Meal / Expense	Reimbursement Rate
Breakfast	\$ 6.00
Lunch	\$ 10.00
Dinner	\$ 18.00
Incidental expenses	\$ 6.00

- d. Out-of-state travel may only be reimbursed if such travel is necessitated by the scope or statement of work and has been approved in advance by the program with which the contract is held. For out-of-state travel, contractors may be reimbursed actual lodging expenses, supported by a receipt, and may be reimbursed for meals and supplemental expenses for each 24-hour period computed at the rates listed in c. (2) above. For all out-of-state travel, contractors/subcontractors must have prior CDPH written or verbal approval. Verbal approval shall be confirmed in writing (email or memo).
- e. In computing allowances for continuous periods of travel of less than 24 hours, consult the chart appearing on Page 2 of this exhibit.

- f. No meal or lodging expenses will be reimbursed for any period of travel that occurs within normal working hours, unless expenses are incurred at least 50 miles from headquarters.
- 2. If any of the reimbursement rates stated herein is changed by DPA, no formal contract amendment will be required to incorporate the new rates. However, CDPH shall inform the contractor, in writing, of the revised travel reimbursement rates and the applicable effective date of any rate change.

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

- 3. For transportation expenses, the contractor must retain receipts for parking; taxi, airline, bus, or rail tickets; car rental; or any other travel receipts pertaining to each trip for attachment to an invoice as substantiation for reimbursement. Reimbursement may be requested for commercial carrier fares; private car mileage; parking fees; bridge tolls; taxi, bus, or streetcar fares; and auto rental fees when substantiated by a receipt.
- 4. **Note on use of autos:** If a contractor uses his/her or a company car for transportation, the rate of reimbursement will be .555 cents maximum per mile. If a contractor uses his/her or a company car "in lieu of" airfare, the air coach fare will be the maximum paid by the State. The contractor must provide a cost comparison upon request by the State. Gasoline and routine automobile repair expenses are not reimbursable.
- 5. The contractor is required to furnish details surrounding each period of travel. Travel expense reimbursement detail may include, but not be limited to: purpose of travel, departure and return times, destination points, miles driven, mode of transportation, etc. Reimbursement for travel expenses may be withheld pending receipt of adequate travel documentation.
- 6. Contractors are to consult with the program with which the contract is held to obtain specific invoicing procedures.

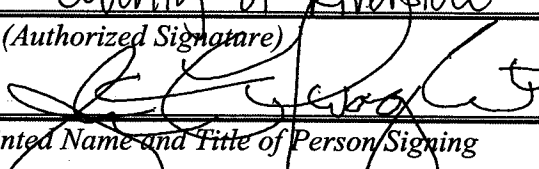
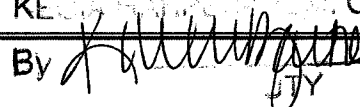
Per Diem Reimbursement Guide

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

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.

Contractor/Bidder Firm Name (Printed) <i>County of Riverside</i>		Federal ID Number <i>95-6000930</i>
By (Authorized Signature) 		A. Clerk KESHA HARRISON, Clerk
Printed Name and Title of Person/Signing JOHN TAVAGLIONE CHAIRMAN, BOARD OF SUPERVISORS		By 
Date Executed <i>11/10/2012</i>	Executed in the County of <i>Riverside</i>	


CONTRACTOR CERTIFICATION CLAUSES

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

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

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

FORM APPROVED COUNTY COUNSEL
 BY: 
 DATE: *11/10/2012*

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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FOURTH AMENDMENT TO THE AGREEMENT

BETWEEN

COUNTY OF RIVERSIDE

AND

DESERT AIDS PROJECT

(STD Control Branch)

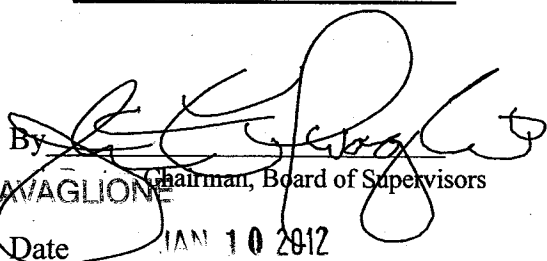
That certain Agreement between the County of Riverside through its Community Health Agency Department of HIV/AIDS (COUNTY) and Desert AIDS Project (CONTRACTOR), approved on January 6, 2004, Item 3.4, amended for the first time on, January 4, 2005, Item 3.7, amended for the second time on, November 7, 2006, Item 3.13, amended for the third time on September 1, 2009, Item 3.27, is hereby amended for the fourth time effective July 1, 2011 as follows:

1. Increase the amount of compensation from seventy-six thousand, four hundred dollars (\$76,400) to seventy-six thousand, five hundred dollars (\$76,500) including all expenses.
2. Delete and replace Exhibit A, Scope of Service.
3. Delete and replace Exhibit B, Payment Provisions.
4. Amend all references to the period of performance from July 1, 2009 through June 30, 2011 to July 1, 2011 through June 30, 2013.
5. All other terms and conditions of this Agreement are to remain unchanged.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Amendment.

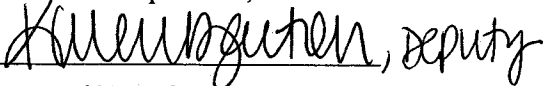
COUNTY OF RIVERSIDE

CONTRACTOR
Desert AIDS Project

By 
JOHN TAVAGLIONE, Chairman, Board of Supervisors
Date JAN 10 2012

By _____

Print Name
Date _____

Attest: Kecia Harper-Ihem, Clerk of the Board
By 
Date JAN 10 2012


FORM APPROVED COUNTY COUNSEL
BY: 
NEAL R. KIPNIS DATE

EXHIBIT A
SCOPE OF WORK
DESERT AIDS PROJECT
(STD Control Branch)

1. BACKGROUND:

Desert AIDS Project, hereinafter referred to as CONTRACTOR, hereby agrees to perform the following scope of services for the purpose of providing STD/HIV education and prevention as follows:

2. CONTRACTOR shall make staff available for training, specifically, STD overview, risk reduction and other relevant courses in order to enhance the infrastructure necessary to expand integrated STD/HIV outreach.

3. CONTRACTOR shall incorporate STD prevention and screening programs within their existing outreach programs.

4. CONTRACTOR shall make staff available after appropriate training to support STD screening in bath houses, clubs and other venues serving men having sex with men (MSM), as determined by local epidemiological data.

5. CONTRACTOR shall collect line-listed core data elements on all participants who are screened.

6. CONTRACTOR shall establish a working relationship with the COUNTY and appropriate disease intervention and clinical staff, in order to facilitate STD treatment and partner referral.

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EXHIBIT B
PAYMENT PROVISIONS
DESERT AIDS PROJECT
(STD Control Branch)

CONTRACTOR shall be entitled to receive payment for those services referenced in Exhibit A (Scope of Service) as follows:

1. Invoice and Reporting Requirements:

2.1 COUNTY agrees to pay acceptable invoice(s), as per requirements in item 2.2 below, submitted by CONTRACTOR as soon as reasonable in accordance with the County policy and procedures. Payment by the COUNTY of an invoice shall not preclude the COUNTY from subsequently raising any errors which were present on such invoice and/or from taking a set off in the amount of such error from any amount the COUNTY still owes CONTRACTOR.

2.2 Invoice(s) shall itemize actual expense incurred, CONTRACTOR'S name and address, date, Purchase Order Number (to be assigned after execution of agreement) and original signature of CONTRACTOR.

2.3 CONTRACTOR shall submit monthly invoice(s) to the following address for processing:

Riverside County Community Health Agency
Fiscal Division, Accounts Payable
P.O. BOX 7849
Riverside, CA 92513

3. Compensation payable to CONTRACTOR by COUNTY shall not exceed seventy-six thousand and five hundred dollars (\$76,500) including all expenses.

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EXHIBIT B
DESERT AIDS PROJECT
(STD Control Branch)

CONTRACTOR BUDGET
YEAR 1

JULY 1, 2011 – JUNE 30, 2012

PERSONNEL	\$ 31,300.00
OPERATING EXPENSES	\$ 6,950.00
TOTAL	\$ 38,250.00

EXHIBIT B**DESERT AIDS PROJECT
(STD Control Branch)****CONTRACTOR BUDGET****YEAR 2****JULY 1, 2012 – JUNE 30, 2013**

PERSONNEL	\$ 31,300.00
OPERATING EXPENSES	\$ 6,950.00
TOTAL	\$ 38,250.00

