

ALAMEDA COUNTY
HEALTH CARE SERVICES

AGENCY

ALEX BRISCOE, Director



AGENDA July 28, 2015

ADMINISTRATION & INDIGENT HEALTH

1000 San Leandro Blvd, Suite 300

San Leandro, CA 94577

TEL (510) 618-3452

FAX (510) 351-1367

July 6, 2015

The Honorable Board of Supervisors
County Administration Building
1221 Oak Street
Oakland, CA 94612

Dear Board Members:

SUBJECT: ACCEPT THE TUBERCULOSIS LETTER OF AWARD AND THE STANDARD AGREEMENT FROM CALIFORNIA DEPARTMENT OF PUBLIC HEALTH AND ACCEPT THE MEMORANDUM OF UNDERSTANDING FROM SHOO THE FLU, LLC FOR ALAMEDA COUNTY PUBLIC HEALTH DEPARTMENT, DIVISION OF COMMUNICABLE DISEASE CONTROL AND PREVENTION

RECOMMENDATIONS:

- A. Accept and execute the California Department of Public Health Tuberculosis Local Assistance Base Award to support Tuberculosis prevention and control activities in the amount of \$707,063 and the Food, Shelter, Incentive and Enablers award in the amount of \$42,814; for a total of \$749,877 for the period 7/1/15 – 6/30/16;
- B. Accept and execute Standard Agreement No. 15-10006 with California Department of Public Health Sexually Transmitted Diseases (STD) Prevention and Control grant to provide sexually transmitted diseases prevention and control activities in the amount of \$1,046,368 for the period 7/1/15 – 6/30/19;
- C. Approve the addition of 9 pay units for Fiscal Year 2015-16 and 12 pay units for Fiscal Year 2016-17 for a project position to facilitate HIV-STD service integration in the amount of \$124,525 to be funded 75% by the Federal STD/HIV Service Integration Project grant and 25% by the Alcohol and Drug Program;
- D. Accept and execute the Memoranda of Understanding with Shoo the Flu, LLC to provide school-based influenza vaccination in the amount of \$197,778 for the period 7/1/15 – 6/30/17; and
- E. Authorize the Auditor-Controller to increase appropriation and revenue in the amount of \$201,393 as outlined in the attached Financial Recommendation.

SUMMARY/DISCUSSION/FINDINGS:

The Tuberculosis (TB) Local Assistance Base Award in the amount of \$707,063 and an allotment of \$42,814 for Food, Shelter, Incentive and Enablers (FSIE) from the California Department of Public Health (CDPH) are a combination of both State and Federal funds. Expenditures for FSIE are used for

patient housing, transportation and food vouchers from Safeway and McDonalds. This allotment will enhance treatment adherence, prevent homelessness, and allow the use of less restrictive alternatives that decrease or obviate the need to detain and quarantine patients.

The TB Local Assistance Base funds will be used to support activities, which address the highest priorities in TB control outlined as follows:

- Identify and treat persons with active TB to ensure the completion of appropriate therapy, and in exceptional cases, utilize confinement measures.
- Find and screen persons who have been in contact with TB patients to determine whether they have TB infection or disease, and provide them with appropriate treatment.
- Screen high-risk population to detect persons who are infected with mycobacterium tuberculosis and could benefit from therapy to prevent the infection from progressing to TB disease.

Your Board is requested to accept the Standard Agreement for the Federal STD Prevention and Control grant to provide STD prevention and control activities – with an emphasis on the prevention and control of infectious syphilis, congenital syphilis, gonorrhea, and chlamydia. The funding will be used to perform the following activities:

- Assure timely access to quality clinical services;
- Verify appropriate STD treatment;
- Investigate reported cases, unusual diseases, or outbreaks;
- Identify STD patient's sexual and social network contacts and referral for examination and/or treatment to prevent further disease transmission or complications; and
- Provide health education and health promotion activities to prevent STDs and enhance awareness of individuals at risk for STD through medical providers and other service providers within the community.

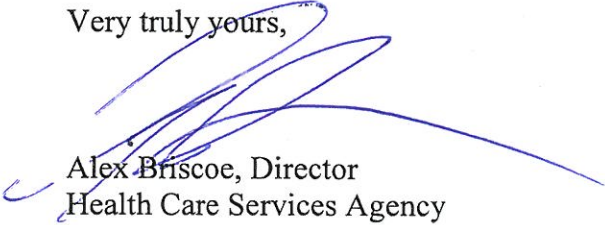
The Public Health Department is moving towards a more integrated approach to serve clients, particularly with a focus on men having sex with men, with co-morbidity of HIV, Gonorrhea and/or syphilis and their partners. The addition of a full-time Program Specialist project position will allow the department to better serve the growing community who are co-infected with HIV and STD and are at risk for HIV that require testing. The position will be funded 75% by the Federal STD Prevention and Control grant and 25% by the Alcohol and Drug Program. These grants are a combination of State and Federal funds.

Your Board is also requested to accept the Memorandum of Understanding from Shoo the Flu, LLC to provide school-based influenza vaccination to students and school staff free of charge. Between January 2014 and May 2015, the "Shoo the Flu" program resulted in the successful vaccination of over 8,000 students. Shoo the Flu, LLC in collaboration with Alameda County Public Health Department and Oakland Unified School District would like to continue this program of enrolling all Alameda County pre-kindergarten, elementary, and middle schools in both public and private schools in the program and conducting school-based influenza vaccinations each fall. The main goal of this program is to reduce incidences of flu through the whole community. This program is funded by Shoo the Flu, LLC.

FINANCING:

Funding for the TB Local Assistance Base and FSIE and the STD Control and Prevention grant is included in Fiscal Year 2015-16 adopted budget. However, budget adjustments are needed to reflect the \$201,393 increase in the grant awards received and also the new Shoo the Flu grant; therefore, changes in appropriation and revenue are necessary. There is no impact to the net County cost as a result of accepting these awards.

Very truly yours,



Alex Briscoe, Director
Health Care Services Agency

AB:np

FINANCIAL RECOMMENDATION

AGENDA DATE:

7/28/2015

Subject of Board Letter:

ACCEPT THE TUBERCULOSIS LETTER OF AWARD AND THE STANDARD AGREEMENT
FROM CALIFORNIA DEPARTMENT OF PUBLIC HEALTH AND ACCEPT THE
MEMORANDUM OF UNDERSTANDING FROM SHOO THE FLU, LLC FOR ALAMEDA
COUNTY PUBLIC HEALTH DEPARTMENT, DIVISION OF COMMUNICABLE DISEASE
CONTROL AND PREVENTION

BY: 2016

FUND: 10000

The use of Designations, as follows:

NAME OF DESIGNATION	ORG	AMOUNT

The increase (decrease) in anticipated revenue, as follows:

Informational

ORG	ACCT	PROG	PROJ/GR	AMOUNT
350905	452120	00000		(10,816)
350905	456120	00000		139,135
350905	479990	00000		73,074
350261	456113	00000		(36,829)
ORG TOTAL \$				164,564

Informational

ORG	ACCT	PROG	PROJ/GR	AMOUNT
ORG TOTAL \$				-

GRAND TOTAL ANTICIPATED REVENUE \$ 164,564

The increase (decrease) in appropriations, as follows:

Informational

ORG	ACCT	PROG	PROJ/GR	AMOUNT
350905	600000	00000		95,105
350905	610000	00000		106,288
350200	600000	00000		(1,713)
350200	610000	00000		(35,116)
ORG TOTAL \$				164,564

Informational

ORG	ACCT	PROG	PROJ/GR	AMOUNT
ORG TOTAL \$				-

GRAND TOTAL APPROPRIATION \$ 164,564



CLERK, BOARD OF SUPERVISORS

TO: Mano Sambile QIC: 21921 DATE 08/20/15
AGENDA DATE 07/28/15

ENCLOSED ARE THE CONTRACTS FOR YOUR DEPARTMENT, THAT WERE APPROVED ON THE ABOVE AGENDA DATE:

☐ WE RETAINED THE ORIGINAL CONTRACT FOR THE BOARD'S FILE AND FORWARDED ONE COPY TO THE AUDITOR-CONTROLLER. ALL REMAINING COPIES ARE HERE WITH RETURNED TO YOUR DEPARTMENT FOR DISTRIBUTION

☐ WE RETAINED THE ORIGINAL CONTRACT AND ARE RETURNING ALL REMAINING COPIES TO YOU FOR



☒ WE ARE RETURNING ALL COPIES OF THE UNSIGNED CONTRACT TO YOU. WHEN THE CONTRACT IS SIGNED - PLEASE SEND THE ORIGINAL AND 1 COPY TO THIS OFFICE. WE WILL KEEP ONE AND FORWARD ONE TO THE AUDITOR.

CC: ASSESSOR: _____

CONTRACT: 2015-79 ITEM: 21

FILE: 29614

PREPARED BY: _____ TAMIKA DAVIS

EXTENSION: _____ 272-(2)6350

QIC _____ 20101



Karen Smith, MD, MPH
Director & State Health Officer

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



EDMUND G. BROWN JR.
Governor

June 19, 2015

Muntu Davis, M.D., M.P.H.
Health Officer
Alameda County Health Care Services Agency
1000 Broadway, Suite 500
Oakland, CA 94607

Dear Dr. Davis:

LETTER OF AWARD: Base Award
Food, Shelter, Incentives and Enablers Allotment
FUNDING PERIOD: July 1, 2015 through June 30, 2016

This letter is confirmation of your local assistance award to support tuberculosis (TB) prevention and control activities in fiscal year (FY) 2015-2016.

AWARD

The California Department of Public Health (CDPH) Tuberculosis Control Branch (TBCB) is awarding to the Alameda County Health Care Services Agency a Base Award of \$707,063 and an Allotment of up to \$42,814 for food, shelter, incentives and enablers (FSIE) expenditures. The Base Award is comprised of \$296,253 state and \$410,810 federal funds*. The FSIE Allotment is comprised of state dollars only.

These funds are being awarded with the understanding that your staff will work with CDPH TBCB staff in carrying out your program's TB control efforts. The FSIE Allotment should be used to enhance treatment adherence, prevent homelessness, and/or promote least restrictive alternatives that decrease or obviate the need for detention. This award is valid and enforceable only if the enacted State of California FY 2015-2016 budget and the 2015 and 2016 Federal budgets make sufficient funds available for the purposes of this program.

MANAGING YOUR AWARD

Requirements for the use of these funds are listed in Part 1 of the FY 2015-2016 Tuberculosis Control Local Assistance Funds Standards and Procedures Manual. This manual and forms can be found on the CDPH TBCB internet site at:
<http://www.cdph.ca.gov/programs/tb/Pages/LocalAssistanceAward.aspx>.
Reimbursement of your expenditures is contingent upon compliance with these standards and procedures.

*Federal funds fiscal information: CFDA number – 93.116; grant number - 1U52PS004656-01

C-2015-79

Invoicing for your Base Award and FSIE Allotment

- A signed original invoice (in blue ink) must be submitted on your organization's letterhead. Please see the updated FY 2015-2016 Tuberculosis Control Local Assistance Funds Standards and Procedures Manual for invoicing guidance at <http://www.cdph.ca.gov/programs/tb/Pages/LocalAssistanceAward.aspx>. Invoice templates are also available on this site.

- Bill to: California Department of Public Health, Tuberculosis Control Branch
- Mail invoices to:

California Department of Public Health
Tuberculosis Control Branch
850 Marina Bay Parkway, Building P, 2nd Floor
Richmond, CA 94804-6403
Attn: Mr. David Beers, Fiscal Analyst

- Base Award and FSIE Allotment invoices are due on:

<u>Quarter</u>	<u>Period Covered</u>	<u>Due Date</u>
First	July 1 through September 30	November 16
Second	October 1 through December 31	February 15
Third	January 1 through March 31	May 16
Fourth	April 1 through June 30	August 15

If an invoice will not be mailed by the quarterly due date, please contact the CDPH TBCB Fiscal Analyst to request an extension.

- Invoices for FY 2015-2016 will not be processed until:
- All outstanding invoices from the previous year have been submitted
 - Any stipulations included in the Letter of Award have been resolved, and
 - The CDPH TBCB has received a signed "Acceptance of Award."

ACCEPTANCE OF YOUR AWARD

To acknowledge your acceptance of this award and the conditions attached to it, please return the attached "Acceptance of Award" with an original authorized signature to the CDPH TBCB. No further documentation of this contract is necessary.

Certifications

The following hard-copy forms require an original signature and should be sent by mail with the signed Acceptance of Award if not submitted previously for FY 2015-2016:

- Darfur Contracting Act
- Special Terms and Conditions
- Contractor Certification Clauses

Muntu Davis, M.D., M.P.H.

Page 3

June 19, 2015

Mail your signed acceptance and completed forms to:

California Department of Public Health

Tuberculosis Control Branch

850 Marina Bay Parkway, Building P, 2nd Floor

Richmond, CA 94804-6403

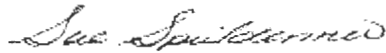
Attn: Mr. David Beers, Fiscal Analyst

REQUESTING ADDITIONAL FUNDS FOR FSIE EXPENDITURES

Should you exceed your FSIE Allotment, additional funds may be requested. Written requests (hard copy or via e-mail) can be made at any time. Requests will be approved if unexpended funds are available. For complete information regarding requests for additional funds, please refer to Part 2, Section 3, of the FY 2015-2016 Standards and Procedures Manual.

Fiscal questions should be directed to the TBCB Fiscal Analyst, Mr. David Beers, (510) 620-3012 or by e-mail at david.beers@cdph.ca.gov. Programmatic questions should be directed to your CDPH TBCB Program Liaison.

Sincerely,



Sue Spieldenner, RN, MPH, Chief
Resources Planning & Management Section
Tuberculosis Control Branch
Division of Communicable Disease Control
Center for Infectious Diseases
California Department of Public Health

ACCEPTANCE OF AWARD

Alameda County Health Care Services Agency

Funding Period: July 1, 2015 through June 30, 2016

Base Award: \$707,063

Food, Shelter, Incentives and Enablers Allotment: \$42,814

I hereby accept this award. By accepting this award, I agree to the requirements as described in the Standards and Procedures Manual for FY 2015-2016 and any other conditions stipulated by the California Department of Public Health, Tuberculosis Control Branch.

Scott Haggerty
Authorized Signature

8/18/15
Date

Scott Haggerty
Print Name

President, Board of Supervisors
Title

Approved as to Form

DONNA R. ZIEGLER, County Counsel


By [Signature]

Print Name S. Dillan

Darfur Contracting Act

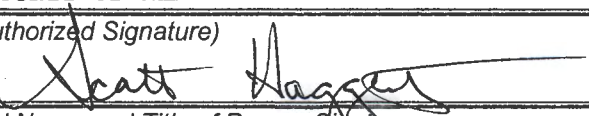
Pursuant to Public Contract Code (PCC) sections 10475-10481, the Darfur Contracting Act's intent is to preclude State agencies from contracting with scrutinized companies that do business in the African nation of Sudan. A scrutinized company is a company doing specified types of business in Sudan as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

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

1. ✓  We do not currently have, or we have not had within the previous three years, business activities or other operations outside of the United States.
2. _____ We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b) or submit a contract/purchase order. A copy of the written permission from DGS is included with our bid, proposal or contract/purchase order.
3. _____ We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company as defined in Public Contract Code section 10476.

CERTIFICATION

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

Company Name (Printed)		Federal ID Number
COUNTY OF ALAMEDA		94-6000501
By (Authorized Signature)		
		
Printed Name and Title of Person Signing		
SCOTT HAGGERTY, PRESIDENT OF THE BOARD OF SUPERVISOR		
Date Executed	Executed in the County and State of	
8/18/15	ALAMEDA / CALIFORNIA	

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.

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4. Equipment Ownership / Inventory / Disposition	20. Smoke-Free Workplace Certification
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6. Income Restrictions	22. Payment Withholds
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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	32. Additional Restrictions
	33. Federal Requirements

1. Federal Equal Opportunity Requirements

(Applicable to all federally funded agreements entered into by the California Department of Public Health (CDPH).)

- 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 Human Resources (CalHR), for nonrepresented state employees as stipulated in CDPH's Travel Reimbursement Information Exhibit. If the CalHR 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 CalHR 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>.
 - (i) Entities whose name and budgeted costs have been submitted to CDPH in response to a competitive solicitation.

- 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 section f (3)(a) below 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.

32. Additional Restrictions

(Applicable to all contracts funded in whole or in part with funding from the federal Departments of Labor, Health and Human Services (including CDC funding), or Education.)

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

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

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

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

33. Federal Requirements

Contractor agrees to comply with and shall require all subcontractors, if any, to comply with all applicable Federal requirements including but not limited to the United States Code, the Code of Federal Regulations, the Funding Opportunity Announcement, the Notice of Award, the funding agreement, and any memoranda or letter regarding the applicable Federal requirements.

**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.

COUNTY OF ALAMEDA

Name of Contractor

Contract / Grant Number

Date

SCOTT HAGGERTY

Printed Name of Person Signing for Contractor

Signature of Person Signing for Contractor

PRESIDENT OF THE BOARD OF SUPERVISOR

Title

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

California Department of Public Health
Tuberculosis Control Branch
850 Marina Bay Parkway, Building P, Second Floor
Richmond, CA 94804-6403

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

Attachment 2

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 <i>(If individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from 10a.</i> <i>(Last name, First name, MI):</i>	
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: _____ Title: _____ Telephone No.: _____ Date: _____	
Federal Use Only		Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)

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.

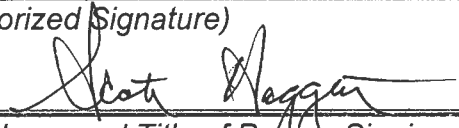
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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.

Contractor Certification Clauses

CERTIFICATION

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

<i>Contractor/Bidder Firm Name (Printed)</i> COUNTY OF ALAMEDA	<i>Federal ID Number</i> 94-6000501
<i>By (Authorized Signature)</i> 	
<i>Printed Name and Title of Person Signing</i> SCOTT HAGGERTY, PRESIDENT OF THE BOARD OF SUPERVISOR	
<i>Date Executed</i> 8/18/15	<i>Executed in the County of</i> ALAMEDA

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

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct

as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

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

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

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

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

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

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

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

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



CLERK, BOARD OF SUPERVISORS

TO: Mario Sambile QIC: 21921 DATE 08/20/15
AGENDA DATE 07/28/15

ENCLOSED ARE THE CONTRACTS FOR YOUR DEPARTMENT, THAT
WERE APPROVED ON THE ABOVE AGENDA DATE:

☐ WE RETAINED THE ORIGINAL CONTRACT FOR
THE BOARD'S FILE AND FORWARDED ONE COPY
TO THE AUDITOR-CONTROLLER. ALL REMAINING
COPIES ARE HERE WITH RETURNED TO YOUR
DEPARTMENT FOR DISTRIBUTION

☐ WE RETAINED THE ORIGINAL CONTRACT AND
ARE RETURNING ALL REMAINING COPIES TO
YOU FOR

☒ WE ARE RETURNING ALL COPIES OF THE
UNSIGNED CONTRACT TO YOU. WHEN THE
CONTRACT IS SIGNED - PLEASE SEND THE
ORIGINAL AND 1 COPY TO THIS OFFICE. WE WILL
KEEP ONE AND FORWARD ONE TO THE AUDITOR.

CC: ASSESSOR: _____

CONTRACT: 2015-80 ITEM: 21

FILE: 29614

PREPARED BY: TAMIKA DAVIS
EXTENSION: 272-(2)6350
QIC 20101

REGISTRATION NUMBER	AGREEMENT NUMBER 15-10006
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1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME (Also referred to as CDPH or the State)
California Department of Public Health

CONTRACTOR'S NAME (Also referred to as Contractor)
County of Alameda

2. The term of this Agreement is: July 1, 2015 through June 30, 2019

3. The maximum amount of this Agreement is: \$ 1,046,368
One Million Forty-Six Thousand, Three Hundred Sixty-Eight Dollars

4. 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	29 pages
Exhibit B – Budget Detail and Payment Provisions	3 pages
Exhibit B – Attachment I-IV – Budget (Year 1 - 4)	4 pages
Exhibit C * – General Terms and Conditions	GTC 610
Exhibit D – Special Terms and Conditions	16 pages
Exhibit E – Additional Provisions	2 pages
Exhibit F – Contractor's Release	1 page
Exhibit G – Travel Reimbursement Information	3 pages

C-2015-80

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.)

County of Alameda

BY (Authorized Signature)



DATE SIGNED (Do not type)

8/18/15

PRINTED NAME AND TITLE OF PERSON SIGNING

Scott Haggerty, President of the Board of Supervisors

ADDRESS

1221 Oak Street, 5th Floor
Oakland, CA 94612

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

Yolanda Murillo, Chief, Contracts Management Unit

ADDRESS

1616 Capitol Avenue, Suite 74.317, MS 1802, PO Box 997377
Sacramento, CA 95899-7377

California Department of
General Services Use Only

☐ Exempt per:

Approved as to Form

DONNA R. ZIEGLER, County Counsel

By 

Exhibit A
Scope of Work

1. Service Overview

The Contractor will implement evidence-based public health activities to proactively address Sexually Transmitted Diseases (STD) within the local health jurisdiction. Particular emphasis should be placed on the prevention and control of infectious syphilis, congenital syphilis, gonorrhea (GC), and chlamydia trachomatis (CT) infection.

Key strategic targets for STD prevention and control are: implementation of case-based surveillance; assurance of timely access to quality clinical services; verification of appropriate STD treatment; investigation of reported cases, unusual diseases, or outbreaks; identification of a STD patient's sexual and social network contacts and referral for examination and/or treatment to prevent further disease transmission or complications; and health education and health promotion activities to prevent STDs and enhance awareness of individuals at risk for STD, medical providers, and other service providers within the community.

2. Service Location

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

3. Service Hours

The services shall be primarily provided Monday through Friday, from 8:00 a.m. to 5:00 p.m. and include 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	County of Alameda
Matt Ayson Chief, Administrative Section STD Control Branch Telephone: (916) 552-9819 Fax: (916) 440-5106 Email: Matt.Ayson@cdph.ca.gov	Gay L. Calhoun MPH Director, STD Control and Prevention Unit Telephone: (510) 268-2396 Fax: (510) 268-2333 Email: gay.calhoun@acgov.org

Exhibit A
Scope of Work

B. Direct all inquiries to:

California Department of Public Health	County of Alameda
STD Control Branch Attention: Christine Johnson 1616 Capitol Avenue, MS 7320 P.O. Box 997377 Sacramento, CA 95899-7377 Telephone: (916) 552-9796 Fax: (916) 440-5361 Email: Christine.Johnson@cdph.ca.gov	Gay L. Calhoun MPH Director, STD Control and Prevention Unit 1000 Broadway, Suite 500 Oakland, CA 94607 Telephone: (510) 268-2396 Fax: (510) 268-2333 Email: gay.calhoun@acgov.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. Subcontractors must comply with the State Contracting Manual Volume I, 3.17.2.D.

Exhibit A
Scope of Work

5. Services to be Performed

Part 1: Core STD Program Management

Goal: To provide local assistance funding to local health jurisdictions (LHJs) to build local infrastructure and workforce capacity to conduct STD surveillance and implement evidence-based, effective interventions to reduce the transmission and negative health effects of sexually transmitted infections. Core STD program management is focused on the prevention of CT, GC, and syphilis through health education; promotion and outreach; assurance of quality local STD clinical services; disease investigation; and policy development and communication.

☒ Participating in Core STD Program Management ☐ Not participating in Core STD Program Management

The Contractor is responsible for completing the activities that have been selected by the placement of an "X" in the check box. A number of these activities are mandatory requirements for funding, indicated with an "X". Other activities are optional, based upon local program need and resources. Please indicate which of these additional activities your local health jurisdiction will pursue by placing an "X" in the appropriate check box. End-of-Year reports should be submitted to STDLHJContracts@cdph.ca.gov by July 31 following the end of each fiscal year during the term of this contract. The report for the period of July 1, 2018 through June 30, 2019 will be due on June 30, 2019.

Activities	Performance Indicators/Deliverables * = CDPH will provide biannual reports with indicator	Timeline
I. Assure quality case-based surveillance for syphilis, GC, and CT.		
<input checked="" type="checkbox"/> A. Adhere to all data security standards and guidelines in accordance with state and federal guidance. (Required activity).	Data security standards and guidelines are in compliance with state and federal guidance.	7/1/15 – 6/30/19
<input checked="" type="checkbox"/> B. Provide case-based data to the California Department of Public Health (CDPH) through the use of the California Reportable Disease Information Exchange (CalREDIE). <i>If CalREDIE is not available, provide case-based data through other means per agreement between the local STD Control Officer and the STD Control Branch (STDCB) Chief of the Surveillance and Epidemiology Unit.</i> (Required activity).	Completion and closure of syphilis, GC, and CT cases diagnosed in January – June by August 30 of that year in CalREDIE*. Completion and closure of syphilis, GC, and CT cases diagnosed in July – December by February 28 of that year in CalREDIE*.	7/1/15 – 6/30/19 Semi-annual case closure

Exhibit A
Scope of Work

Activities	Performance Indicators/Deliverables * = CDPH will provide biannual reports with indicator	Timeline
<input checked="" type="checkbox"/> C. Assure completeness and accuracy of key variables through local review of surveillance reports and provider follow-up of select GC and early syphilis cases. (Required activity).	Proportion of GC and early syphilis cases with complete data for the following key variables in CalREDIE: <ul style="list-style-type: none"> • Treatment Date* • Medication and Dosage* • Race/Ethnicity* • Patient Address* • Provider Name and Address* • Gender of Sex Partners* • HIV Status* • Partner Treatment* Proportion of female syphilis cases with complete provider-confirmed pregnancy status*.	7/1/15 – 6/30/19
<input checked="" type="checkbox"/> D. Assure provider reporting of syphilis and GC cases in accordance with state regulations. (Required activity).	Case reporting by providers within 14 days of specimen collection for syphilis and GC*.	7/1/15 – 6/30/19
<input checked="" type="checkbox"/> E. Utilize case-based surveillance data through, at a minimum, routine examination of rates and trends by age, gender, race/ethnicity, and other key variables. (Required activity).	Description of activities will be included in the End-of-Year report.	7/1/15 – 6/30/19
<input checked="" type="checkbox"/> F. Conduct enhanced surveillance for all priority syphilis cases using medical record data and case interviews as necessary. (Required activity).	Completed interview records for enhanced surveillance on priority syphilis cases: <ul style="list-style-type: none"> • Early syphilis* • Congenital syphilis* Completion and closure of cases as described in I.B.	7/1/15 – 6/30/19 Semi-annual case closure
<input checked="" type="checkbox"/> G. Conduct enhanced surveillance on GC cases as part of an investigation of a strain with resistance or decreased susceptibility to antibiotics. (Required activity).	Completed interview records for CA-GISP-assigned GC cases*. Completion and closure of cases as described in I.B.	7/1/15 – 6/30/19 Semi-annual case closure

Exhibit A
Scope of Work

Activities	Performance Indicators/Deliverables <small>* = CDPH will provide biannual reports with indicator</small>	Timeline
<input type="checkbox"/> H. Conduct enhanced surveillance on GC cases as part of an outbreak or unusual occurrence investigation and/or as part of a geo-targeted assessment and intervention.	Completed interview records for GC cases*. Completion and closure of cases as described in I.B.	7/1/15 – 6/30/19 Semi-annual case closure
<input type="checkbox"/> I. Conduct enhanced surveillance on GC cases as part of the California Gonorrhea Surveillance System (CGSS 2.0).	Completed timely and CalREDIE-entered interview records for CGSS-sampled GC cases*. Completion and closure of cases as described in I.B.	7/1/15 – 6/30/19 Semi-annual case closure
II. Conduct health promotion activities for youth at risk of STDs to increase STD/sexual health awareness and conduct primary prevention.		
<input checked="" type="checkbox"/> A. Utilize STD data to define local priority populations and/or geographic areas for targeting health promotion efforts, with an emphasis on youth and underserved populations. (Required activity).	Description of activities will be included in the End-of-Year report.	7/1/15 – 6/30/19 Report due annually by 7/31
<input checked="" type="checkbox"/> B. Describe existing community resources and identify potential gaps related to STD prevention and education. (Required activity).	Description of activities will be included in the End-of-Year report.	7/1/15 – 6/30/19 Report due annually by 7/31
<input type="checkbox"/> C. Provide technical assistance, training, resources, and referrals to <u>school districts and other school-based partners</u> on delivering quality sexual health education and confidential sexual health services in accordance with state regulations. ¹	Description of activities will be included in the End-of-Year report.	7/1/15 – 6/30/19 Report due annually by 7/31
<input type="checkbox"/> D. Provide technical assistance and training for building capacity among <u>youth-serving community-based organizations</u> to ensure youth have access to medically accurate information, prevention tools, and sexual and reproductive health clinical services. ¹	Description of activities will be included in the End-of-Year report.	7/1/15 – 6/30/19 Report due annually by 7/31
<input type="checkbox"/> E. Act as a local resource to plan and implement the California Youth Risk Behavioral Survey (YRBS) in CDC-selected schools (selection by CDC to be determined). Examples of this include contacting local school districts to encourage participation, promoting the survey with parent	Proportion of local schools participating in YRBS among schools selected for YRBS (number and locations vary between survey cycles, which occur every other year beginning in 2015.	Every other year, beginning in 2015.

Exhibit A
Scope of Work

Activities	Performance Indicators/Deliverables * = CDPH will provide biannual reports with indicator	Timeline
and teacher groups, or having local staff trained to administer the survey in selected schools.		
<input type="checkbox"/> F. Act as a local resource for school districts, partnering with CDPH on the Division of Adolescent Sexual Health (DASH)-funded activities.	Description of activities will be included in the End-of-Year report.	7/1/15 – 6/30/19 Report due annually by 7/31
<input checked="" type="checkbox"/> G. Support local implementation and expansion of statewide health promotion activities, such as: implementing the "I Know" project (select LHJs only); recruiting new Condom Access Project (CAP) sites (minimum 3 per LHJ; maximums apply). ¹	Description of activities will be included in the End-of-Year report, including the number of CAP sites and, if applicable, a description of "I Know" promotion activities and outcomes.	7/1/15 – 6/30/19 Report due annually by 7/31
<input type="checkbox"/> H. Promote web-based sexual health promotion programs (e.g., Hook Up, Teensource.org, TalkWithYourKids.org) with local schools, parents, providers, community-based organizations, and other key stakeholders serving at-risk populations. ¹	Description of activities will be included in the End-of-Year report, including methods of promoting resources.	7/1/15 – 6/30/19 Report due annually by 7/31
<input type="checkbox"/> I. Utilize available promotional materials and outreach opportunities during STD Awareness Month (April) to promote the national Get Yourself Tested (GYT) campaign. ¹	Description of activities will be included in the End-of-Year report.	7/1/15 – 6/30/17 Report due annually by 7/31
Optional: Place a checkmark in the box only if Contractor plans to subcontract. <input type="checkbox"/> J. Subcontract with community-based or other organizations to ensure success of core STD program functions (check box if conducting this activity). ¹	Subcontract with community or other organizations, if needed.	7/1/15 – 6/30/19

Exhibit A
Scope of Work

Activities	Performance Indicators/Deliverables * = CDPH will provide biannual reports with indicator	Timeline
III. Assure high quality STD screening and treatment services are available in the LHJ.		
<input checked="" type="checkbox"/> A. Assess major sources of STD clinical care and characterized by patient census, clinic type (reference list to be provided by STDCB), and location and population served to identify potential gaps in access to STD services. (Required activity).	Description of activities will be included in the End-of-Year report.	7/1/15 – 6/30/19 Report due annually by 7/31
<input type="checkbox"/> B. Assess quality of care among providers in high volume clinics or serving high morbidity areas including competency providing services to youth; diverse racial/ethnic groups; and lesbian, gay, bisexual, and transgender (LGBT) patients, as appropriate.	Description of activities will be included in the End-of-Year report. As applicable, description of: <ul style="list-style-type: none">• STD screening practices• Adherence to STD treatment recommendations• Cultural competency to service at-risk groups	7/1/15 – 6/30/19 Report due annually by 7/31
<input type="checkbox"/> C. Work with the highest level of local clinic leadership for public and private providers in the community to establish policies related to clinical quality improvement (QI) activities focused on expanded screening, diagnosis, and presumptive treatment; public health reporting; timely and effective management; partner treatment; and repeat testing. Provide technical assistance related to implementation of clinical QI activities.	Description of activities will be included in the End-of-Year report, including tools and protocols that may be shared with other LHJs, as applicable	7/1/15 – 6/30/19 Report due annually by 7/31
<input type="checkbox"/> D. Work with the highest level of local clinic leadership for public and private providers in the community, including STD clinic settings, to establish policies related to clinical QI activities focused on HIV screening among syphilis and gonorrhea cases.	Proportion of early syphilis cases with known HIV status (positive or tested negative within 30 days of STD diagnosis)*. Proportion of GC cases with known HIV status (positive or tested negative within 30 days of STD diagnosis)*.	7/1/15 – 6/30/19 Report due annually by 7/31
<input type="checkbox"/> E. Establish protocols and implement provider feedback mechanisms for management of inadequate or delayed treatment.	Develop protocol to monitor provider treatment practices and for targeting interventions at low-performing providers.	7/1/15 – 6/30/19

Exhibit A
Scope of Work

Activities	Performance Indicators/Deliverables * = CDPH will provide biannual reports with indicator	Timeline
	For GC and early syphilis, proportion with recommended treatment documented in CalREDIE, and proportion who received recommended treatment within 7 days and within 14 days of specimen collection*.	
<input type="checkbox"/> F. Implement public health detailing programs targeted to providers in high volume clinics or serving high morbidity areas (e.g., family planning settings, HIV care providers, Federally Qualified Health Centers, school-based health centers, obstetrics/gynecology offices, pediatric offices, family practice and primary care, and prenatal care providers). Programs may include training, dissemination of resources, and technical assistance. ¹	<p>Description of activities will be included in the End-of-Year report.</p> <p>Measures include total number of provider visits/trainings, number and types of providers visited/trained, and number and types of resources disseminated.</p>	<p>7/1/15 – 6/30/19</p> <p>Report due annually by 7/31</p>
<input checked="" type="checkbox"/> G. Monitor quality of local health department STD clinical services including screening rates, treatment, HIV testing of STD cases, partner referral/treatment, epidemiologic treatment of Disease Intervention Specialist (DIS)-referred contacts, and repeat testing rates. (Required activity for local health jurisdictions with health department based STD clinical services.)	<p>Description of activities will be included in the End-of-Year report.</p> <p>Percent of patients diagnosed with GC and early syphilis in STD clinics who were tested for HIV within 30 days prior to or after STD diagnosis*.</p> <p>Percent of those tested (above) who are newly-diagnosed as HIV-infected*.</p> <p>Proportion of GC cases that are retested in 3 months.</p>	<p>7/1/15 – 6/30/19</p> <p>Report due annually by 7/31</p>
<input type="checkbox"/> H. Monitor quality of local health department STD clinical services, including linkage to HIV care for newly identified patients with HIV and re-engagement in HIV care for those out of care.	<p>Description of activities will be included in the End-of-Year report.</p> <p>Percent of those newly diagnosed (above) who are linked to HIV care within 90 days of the date of HIV test*.</p>	<p>7/1/15 – 6/30/19</p> <p>Report due annually by 7/31</p>

Exhibit A
Scope of Work

Activities	Performance Indicators/Deliverables <small>* = CDPH will provide biannual reports with indicator</small>	Timeline
<input type="checkbox"/> I. Assess availability of and promote or provide patient-delivered partner therapy (PDPT) for patients diagnosed with CT/GC.	Description of activities will be included in the End-of-Year report.	7/1/15 – 6/30/19 Report due annually by 7/31
Optional: Place a checkmark in the box only if Contractor plans to subcontract. <input type="checkbox"/> J. Subcontract with community-based or other organizations to ensure success of core STD program functions (check box if conducting this activity). ¹	Subcontract with community or other organizations, if needed.	7/1/15 – 6/30/19
IV. Conduct disease intervention activities, including partner services, for priority STDs to prevent further transmission in the community or from mother-to-child.		
<input checked="" type="checkbox"/> A. Process incoming syphilis reactors to determine prioritization for public health action, conduct record searching, and data entry. (Required activity).	Median number of days between report and initiation of reactors, stratified by priority alert value.	7/1/15 – 6/30/19
<input checked="" type="checkbox"/> B. <i>For priority syphilis reactors (Alert codes red and orange):</i> Contact providers and patients, as needed, to verify diagnosis and treatment and refer untreated patients to care. For females of child-bearing age (ages 15-44) with reactive serological tests, determine pregnancy status and assure timely and appropriate treatment. (Required activity).	Proportion of early syphilis cases, stratified by gender, treated within 14 days of specimen collection*. Proportion of female syphilis cases with complete provider-confirmed pregnancy status*. Proportion of pregnant females with syphilis treated greater than 30 days prior to delivery*.	
<input checked="" type="checkbox"/> C. <i>For early syphilis cases with unknown or negative HIV status:</i> Conduct confirmation of HIV status or facilitation of HIV testing and linkage or re-engagement to care. (Required activity).	Proportion of early syphilis cases with documented HIV test within 30 days before or after syphilis diagnosis*. Of those early syphilis cases tested and newly diagnosed with HIV from above, proportion with a confirmed HIV care medical visit within 90 days of HIV test*.	7/1/15 – 6/30/19

Exhibit A
Scope of Work

Activities	Performance Indicators/Deliverables * = CDPH will provide biannual reports with indicator	Timeline
<input checked="" type="checkbox"/> D. <i>For early syphilis cases that are HIV-infected:</i> Confirm engagement in HIV care or facilitate re-engagement to care. (Required activity).	<p>Proportion of early syphilis/HIV co-infected cases with confirmation of current HIV medical care visit*.</p> <p>Of patients who are known to be HIV-infected and are out of HIV care, proportion who are re-engaged in care through confirmed HIV care medical visit within 90 days of STD diagnosis*.</p>	7/1/15 – 6/30/19
<input checked="" type="checkbox"/> E. <i>For all early syphilis cases:</i> Conduct client interview and case management including collection of medical information and client risk information; risk reduction counseling; elicitation of sexual and social network partners; and referral for other services as relevant. (Required activity).	<p>Proportion of early syphilis cases interviewed within 14 and 30 days of specimen collection*.</p> <p>Proportion of early syphilis cases interviewed with at least one partner initiated for notification of exposure*.</p>	7/1/15 – 6/30/19
<input checked="" type="checkbox"/> F. <i>For partners of all early syphilis cases:</i> Assure testing and appropriate treatment of sexual and social network partners including notification of exposure to syphilis and HIV and facilitate STD and HIV testing, treatment and linkage or re-engagement to HIV care, as relevant. (Required activity).	<p>Proportion of initiated partners of early syphilis cases that are:</p> <ul style="list-style-type: none"> • Newly tested for syphilis (among initiated partners)*. • Preventative/prophylactic treated within 14 days of test (among syphilis tested above with negative test and recent exposure)*. • Newly diagnosed with syphilis (among syphilis tested above)*. • Confirmed syphilis treatment within 14 days of syphilis test (among newly diagnosed above)*. • Newly tested for HIV (among initiated partners)*. • Newly identified HIV positive (among HIV tested above)*. • Confirmed HIV medical care visit within 90 days of HIV test (among newly diagnosed with HIV)*. • Re-engaged in care through confirmed HIV care medical visit within 90 days of STD test/diagnosis (among initiated partners) 	

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Activities	Performance Indicators/Deliverables * = CDPH will provide biannual reports with indicator known to be HIV-infected and out of HIV care)*.	Timeline
<input checked="" type="checkbox"/> G. <i>For early syphilis cases among females of child-bearing age (ages 15-49):</i> In addition to interview and case management, provide partner services to assure testing and appropriate treatment of partners. (Required activity).	Proportion of female syphilis cases ages 15-49 with at least one partner who was: <ul style="list-style-type: none"> • Preventative/prophylactic treated within 14 days of test (among syphilis tested above with negative test and recent exposure)*. • Treated as a new case of syphilis within 30 days before or after specimen collection of the original patient*. 	7/1/15 – 6/30/19
<input checked="" type="checkbox"/> H. <i>For congenital syphilis cases:</i> Contact provider to assure needed clinical evaluation, case reporting, and correct treatment. Involve subject matter experts, as needed. (Required activity).	Proportion with appropriate case management documentation (e.g., congenital syphilis case report) and documented treatment, where appropriate*. Proportion of confirmed and probable congenital syphilis cases where neonate was <ul style="list-style-type: none"> • Appropriately medically evaluated within 14 days • Appropriately treated within 14 days* 	7/1/15 – 6/30/19
<input checked="" type="checkbox"/> I. <i>Conduct follow-up for suspected drug-resistant GC cases:</i> Known or suspected treatment failures and/or decreased susceptibility to treatment (i.e., high MIC). (Required activity).	Number and proportion of cases with suspected treatment failures that were interviewed. Number and proportion of cases with high MICs that were interviewed and brought to care for test-of-cure.	7/1/15 – 6/30/19
<input type="checkbox"/> J. <i>Conduct follow up for selected GC cases:</i> Persons with increased risk of transmission (e.g., repeat cases, HIV- infected cases) and/or pregnant females.	Proportion of GC cases that are retested in 3 months. Number and proportion of GC cases with documented GC testing and/or appropriate treatment for at least one partner.	7/1/15 – 6/30/19

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Activities	Performance Indicators/Deliverables * = CDPH will provide biannual reports with indicator	Timeline
	Proportion of initiated partners of GC/HIV co-infected cases that are: <ul style="list-style-type: none"> Newly tested for HIV Newly identified HIV positive Confirmed linkage to HIV care within 90 days of HIV-positive test* 	
<input type="checkbox"/> K. Conduct follow-up for selected GC cases: Persons located in geo-targeted areas with concentrated morbidity.	Number and proportion of GC cases interviewed from geo-targeted locations. Number and proportion of GC cases with at least one partner was tested and/or treated appropriately for GC.	7/1/15 – 6/30/19
<input checked="" type="checkbox"/> L. Conduct disease investigation for clusters or outbreaks of less common STDs, such as chancroid or lymphogranuloma venereum (LGV). (Required activity).	Description of activities will be included in the End of Year Report.	7/1/15 – 6/30/19 as needed Report due annually by 7/31
<input checked="" type="checkbox"/> M. Ensure data entry in CalREDIE to reflect disease intervention and partner services activities for syphilis, GC, and other STDs determined a priority for public health action. <ol style="list-style-type: none"> 1. Enter client level demographic, laboratory, clinical, and case investigation activities on relevant CalREDIE systems tabs. 2. Enter client interview records with enhanced surveillance data, including syphilis interview record and CGSS provider report and patient interview forms. 3. Enter congenital syphilis case report forms, according to guidance and algorithm. 4. Enter sexual and social network partner information and investigation/notification outcomes. (Required activity). 	Completion and closure of case report forms, interview records, and partner investigation outcomes in CalREDIE*.	7/1/15 – 6/30/19 Ongoing data entry Case closures as described in I.B.

Exhibit A
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Activities	Performance Indicators/Deliverables <small>* = CDPH will provide biannual reports with indicator</small>	Timeline
V. Assure that local STD policies and communications are effective.		
<input checked="" type="checkbox"/> A. Promote the presence, relevancy, and accuracy of webpage(s) on health department website with data, links to provider resources, and sexual and reproductive health education materials. (Required activity).	Presence on website, social media, etc.	7/1/15 – 6/30/19
<input checked="" type="checkbox"/> B. Identify and respond to opportunities to educate community partners, policy makers, and the media. (Required activity).	Description of activities will be included in the End-of-Year report.	7/1/15 – 6/30/19 Report due annually by 7/31
<input checked="" type="checkbox"/> C. Participate in relevant community coalitions focused on sexual health. (Required activity).	Description of activities will be included in the End-of-Year report.	7/1/15 – 6/30/19 Report due annually by 7/31
Optional: Place a checkmark in the box only if Contractor plans to subcontract. <input type="checkbox"/> D. Subcontract with community-based or other organizations to ensure success of core STD program functions (check box if conducting this activity).	Subcontract with community or other organizations, if needed.	7/1/15 – 6/30/19

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Part 2: Gonococcal Isolate Surveillance Project (GISP)

Goal 1: Monitor antimicrobial susceptibility of strains of *Neisseria gonorrhea* in California.

Goal 2: Ensure timely follow up for cases with reduced susceptibility to antibiotic therapy.

☐ Participating in GISP

☒ Not participating in GISP

The Contractor is responsible for completing all GISP activities as outlined below within the term of the contract. Specimens and reports should be submitted directly to the Centers for Disease Control and Prevention (CDC).

Activities	Performance Indicators or Deliverables <small>* = CDPH will provide [redacted] reports with indicator</small>	Timeline
I. Provide specimens for GISP to monitor trends in antimicrobial susceptibility of strains of <i>Neisseria gonorrhea</i>.		
Collect and submit 25 <i>Neisseria gonorrhea</i> culture specimens and patient demographic and clinical data per month, per GISP protocols.	Number of <i>N. gonorrhea</i> cultures submitted to CDC, per month.	7/1/15 – 6/30/19
II. Provide case management for alert values.		
Conduct follow-up for GC cases with alert values or reduced susceptibility to treatment (i.e., high MIC).	Number and proportion of cases with high MICs that were interviewed and brought to care for test-of-cure, per CA-GISP protocol.	7/1/15 – 6/30/19

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Part 3: Chlamydia and Gonorrhea Screening Project (ClaSP)

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

☒ Participating in ClaSP

☐ Not participating in ClaSP

The Contractor is responsible for completing all ClaSP activities as outlined below within the term of the contract. Quarterly reports should be submitted to clasp@cdph.ca.gov within 30 days of the end of each quarter.

Activities		Performance Indicators/Deliverables <small>* = CDPH will provide biannual reports with indicator</small>	Timeline
I. Screen and treat female bookings in juvenile justice facilities.			
A.	Provide CT/GC screening to all eligible females at juvenile justice sites at intake (or within 48 hours).	Proportion of detainees screened within 48 hours of booking. Benchmark is 80%; if <80%, improvements must exceed 2% per year.	7/1/15 – 6/30/19
B.	Ensure rapid notification of positive test results and provide appropriate and expedient treatment. For those testing positive that are released prior to treatment, ensure rapid follow-up and appropriate referral.	Proportion of detainees treated within 14 days of test date. Benchmark is 90%. Proportion of detainees with documentation of treatment in the facility.	7/1/15 – 6/30/19
Optional: Place a checkmark in the box only if Contractor plans to subcontract and specify activities to be performed.		Subcontract with other organizations, if needed.	7/1/15 – 6/30/19
<input checked="" type="checkbox"/> C.	Subcontract with the juvenile justice center(s) or other appropriate organizations to enhance program activities.		
II. Provide accurate, complete, and timely data to CDPH.			
A.	Collect all data elements delineated in the data dictionary for CT and GC screening and treatment activities.	Data reports submitted electronically to the ClaSP Coordinator.	7/1/15 – 6/30/19 Reports due within 30 days of the end of each quarter

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Activities		Performance Indicators/Deliverables <small>* = CDPH will provide biannual reports with indicator</small>	Timeline
III. Participate in program improvement activities.			
A.	Identify a project manager who is responsible for the coordination and implementation of this project.	Inclusion in quarterly reports.	7/1/15 – 6/30/19 Reports due within 30 days of the end of each quarter
B.	Collaborate with ClaSP Project Manager in the planning and coordination of site visits to local juvenile justice centers to assess ClaSP project and identify opportunities for improvement and best practice models.	Outcome of site visits will be documented in quarterly reports.	7/1/15 – 6/30/19
C.	Attend ClaSP project teleconferences and the annual in-person meeting, as scheduled; participate in committees and workgroups; and assist in planning meetings, as requested. Locations and dates will be determined at a later date and provided to attendees in advance of the meetings.	Conference calls and meetings attended, as requested.	7/1/15 – 6/30/19
Optional: Place a checkmark in the box only if Contractor plans to subcontract and specify activities to be performed. <input type="checkbox"/> D. Subcontract with the juvenile justice center(s) or other appropriate organizations to enhance program activities.		Subcontract with other organizations, if needed.	7/1/15 – 6/30/19

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Part 4: Jail STD Screening Project

Goal: Facilitate the implementation of CT and GC screening and treatment programs for females up to age 35 in adult county jails.

☐ Participating in Jail STD Screening Project ☒ Not participating in Jail STD Screening Project

The Contractor is responsible for completing all Jail STD Screening Project activities as outlined below within the term of the contract. Quarterly reports should be submitted to stdcorrections@cdph.ca.gov within 30 days of the end of each quarter.

Activities		Performance Indicators/Deliverables <small>* = CDPH will provide biannual reports with indicator</small>	Timeline
I. Implement CT/GC screening for booked females age 35 and under in designated jail facilities.			
A.	Provide CT/GC screening to females up to age 35 at designated adult jail facilities.	Proportion of eligible detainees screened within 48 hours of booking.	7/1/15 – 6/30/19
B.	Ensure that CT/GC specimens are delivered to designated project-affiliated public health lab in a timely manner.	Not applicable (N/A) – not part of this contract; content intentionally omitted.	7/1/15 – 6/30/19
C.	Ensure rapid notification of positive test results and provide appropriate and expedient treatment. For those testing positive that are released prior to treatment, ensure rapid follow-up and appropriate referral.	Proportion of detainees treated and time until treatment.	7/1/15 – 6/30/19
Optional: Place a checkmark in the box only if Contractor plans to subcontract with participating jail(s) and specify activities to be performed.		Subcontract with other organization, if needed.	7/1/15 – 6/30/19
<input type="checkbox"/>	D. Subcontract with the adult jail facility, sheriff's department, correctional health agency, or other organizations to ensure feasibility of the pilot (check box if conducting this activity).		

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Activities		Performance Indicators/Deliverables * = CDPH will provide biannual reports with indicator	Timeline
II. Provide accurate, complete, and timely data to CDPH.			
A.	Collect all data elements delineated in the data dictionary for CT and GC screening and treatment activities.	Data reports submitted electronically to the Jail STD Screening Project Coordinator.	7/1/15 – 6/30/19 Data due within 30 days of the end of each quarter
III. Participate in program implementation and quality improvement activities.			
A.	Identify a project manager who is responsible for the coordination and implementation of this pilot project.	Inclusion in quarterly reports.	Reports due within 30 days of the end of each quarter
B.	Participate in and plan site visitations from the State Jail Screening Project Manager, as needed.	Site visits attended, if applicable.	7/1/15 – 6/30/19
C.	Attend meetings and conference calls, as scheduled; participate in committees and workgroups; and assist in planning meetings, as requested.	Meetings and conference calls attended, as requested.	7/1/15 – 6/30/19
D.	Participate in project-related interviews or surveys, as requested, to assist State staff in determining barriers and facilitators to project implementation, feasibility of expanding the project, and other project-related evaluation needs.	Quarterly program improvement updates Survey responses submitted, as requested	7/1/15 – 6/30/19 Reports due within 30 days of the end of each quarter
Optional: Place a check mark in the box only if Contractor plans to subcontract with participating jail(s) and specify activities to be performed.		Subcontract with other organization, if needed	7/1/15 – 6/30/19
<input type="checkbox"/>	E. Subcontract with the adult jail facility, sheriff's department, correctional health agency, or other organizations to ensure feasibility of the pilot (check box if conducting this activity).		

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Part 5: STD/Human Immunodeficiency Virus (HIV) Service Integration

Goal 1: Improve HIV screening and prevention among STD cases.

Goal 2: Improve STD screening and management among HIV-infected clients.

☒ Participating in STD/HIV Service Integration

☐ Not participating in STD/HIV Service integration

The Contractor is responsible for completing all STD/HIV Service Integration activities as outlined below. End-of-Year reports should be submitted to the STDLHJContracts@cdph.ca.gov by July 31 following the end of each fiscal year during the term of this contract. The report for the period of July 1, 2018 through June 30, 2019 will be due on June 30, 2019.

Activities		Performance Indicators/Deliverables * = CDPH will provide biannual reports with indicator	Timeline
I. Among STD patients, increase diagnosis of new HIV, increase linkage to care, and increase re-engagement in care.			
A.	Determine HIV status of early syphilis and GC cases using medical records, local registries, or client self-report.	Proportion of early syphilis and GC cases with documented HIV status*.	7/1/15 – 6/30/19
B.	For HIV negative clients or persons with unknown HIV status, offer or ensure HIV testing.	Proportion of patients who are tested for HIV within 30 days before or after the date of specimen collection for GC or early syphilis at STD clinics*. Of patients tested for HIV, proportion of patients who are newly diagnosed with HIV*.	7/1/15 – 6/30/19
C.	For known HIV infected clients, ensure that they are currently receiving HIV care. If not in care, use existing infrastructure to re-engage those patients with the HIV care system within 90 days of STD test date. Confirm re-engagement in HIV care using a documented HIV care visit or related laboratory test (i.e., viral load or CD4).	Of patients who are known to be HIV-infected and are out of HIV care, proportion who with confirmed re-engagement in care within 90 days of STD test date*.	7/1/15 – 6/30/19
D.	For clients newly diagnosed with HIV, use existing infrastructure to link those patients to HIV care within 90 days of the HIV test. Confirm linkage to care using a documented HIV care visit or related laboratory test (i.e., viral load or CD4).	Of those patients who are newly diagnosed with HIV, proportion with a confirmed linkage to care within 90 days of HIV test*.	7/1/15 – 6/30/19

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Activities	Performance Indicators/Deliverables * = CDPH will provide biannual reports with indicator	Timeline
III. Among STD patients assure access to partner services, HIV prevention, and quality clinical management.		
A. Offer partner services for clients co-infected with HIV and early syphilis or GC, using an integrated partner services approach.	<p>Proportion of initiated partners of <u>early syphilis</u>/HIV co-infected cases who are newly diagnosed with HIV infection within 60 days of index case's syphilis specimen collection, among those who are not already known to be HIV-infected*.</p> <p>Proportion of HIV-infected cases from above with a confirmed HIV care medical visit within 90 days of HIV test*.</p> <p>Proportion of initiated partners of <u>GC</u>/HIV co-infected cases who are newly diagnosed with HIV infection within 60 days of index case's syphilis specimen collection, among those who are not already known to be HIV-infected*.</p> <p>Proportion of HIV-infected cases from above with a confirmed HIV care medical visit within 90 days of HIV test*.</p>	7/1/15 – 6/30/19
B. Assure targeted HIV prevention for HIV-uninfected men having sex with men (MSM) (e.g., those diagnosed with rectal GC). Examples of HIV prevention activities include post-exposure prophylaxis (PEP), pre-exposure prophylaxis (PrEP), High Impact Behavioral Counseling (HIBC), and risk-reduction counseling.	Description of protocols will be included in the End-of-Year reports.	Report due annually by 7/31
C. Assure quality clinical management of STD cases, including adequate treatment, repeat STD or HIV testing, and any needed ongoing follow-up.	Description of assurance activities will be included in the End-of-Year reports.	Report due annually by 7/31
Optional: Place a checkmark in the box only if Contractor plans to subcontract and specify activities to be performed. <input type="checkbox"/> D. Subcontract with community-based or other organizations to ensure success of STD/HIV Service Integration activities (check box if conducting this activity).	Subcontract with community-based or other organizations, if needed.	7/1/15 – 6/30/19

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Activities		Performance Indicators/Deliverables * = CDPH will provide biannual reports with indicator	Timeline
III. Among partners of STD cases, increase diagnosis of new HIV, increase linkage to care and increase re-engagement in care.			
A.	Determine HIV status of partners of HIV-infected early syphilis and GC cases using clinic records, local registries, or partner self-report.	Same indicators as II.A.	7/1/15 – 6/30/19
B.	For HIV negative partners or partners with unknown HIV status, offer or ensure HIV testing.	Same indicators as I.B.	7/1/15 – 6/30/19
C.	For HIV infected partners, ensure clients are receiving HIV care. If not in care, use existing infrastructure to re-engage partners with the HIV care system. Confirm re-engagement by a documented HIV care medical visit or related laboratory test (i.e., viral load or CD4).	Same indicators as I.C.	7/1/15 – 6/30/19
D.	For partners newly diagnosed with HIV, use existing infrastructure to link those patients to HIV care within 90 days of the HIV test. Confirm linkage to care using documented HIV care visit or related laboratory test (i.e., viral load or CD4).	Same indicators as I.D.	7/1/15 – 6/30/19
IV. Assure quality STD screening and management for HIV-infected clients.			
A.	Assess STD screening in HIV care settings. Priority STD screening includes: (1) syphilis; (2) rectal, pharyngeal, and urethral GC, and (3) rectal and urethral CT.	Proportion of MSM receiving clinical care at high volume HIV care providers tested at least once for syphilis in the past year. Proportion of MSM receiving clinical care at high volume HIV care providers tested at least once for rectal GC in the past year (if data available).	7/1/15 – 6/30/19
B.	Implement interventions to improve routine STD screening in HIV care settings. CDC recommends at least annual STD testing for MSM, with increased testing (3-6 months) for MSM at higher risk.	Description of activities will be included in the End-of-Year report.	7/1/15 – 6/30/19 Report due annually by 7/31

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Activities		Performance Indicators/Deliverables * = CDPH will provide biannual reports with indicator	Timeline
C.	Assure quality clinical management of STD/HIV co-infected cases, including adequate treatment and repeat testing. Additional management activities may include Prevention with Positives, HIBC, and risk-reduction counseling.	Description of activities will be included in the End-of-Year report.	7/1/15 – 6/30/19 Report due annually by 7/31
D.	Assure timely public health reporting and referral for partner services, including HIV Partner Services.	Case reporting by providers within 7 days of specimen collection for syphilis and GC*.	7/1/15 – 6/30/19
Optional: Place a checkmark in the box only if Contractor plans to subcontract and specify activities to be performed.		Subcontract with community-based or other organizations, if needed.	7/1/15 – 6/30/19
<input type="checkbox"/>	E. Subcontract with community-based or other organizations to ensure success of STD/HIV Service Integration activities (check box if conducting this activity). ¹		
V. Participate in program implementation, evaluation, and quality improvement activities.			
A.	Identify a project manager who is responsible for the coordination and implementation of this pilot project.	Inclusion in the End-of-Year report.	7/1/15 – 6/30/19 Report due annually by 7/31
B.	Participate in and plan site visitations from the PCSI Coordinator, as needed.	Site visits attended, if applicable.	7/1/15 – 6/30/19
C.	Attend meetings and conference calls, as scheduled; participate in committees and workgroups; and assist in planning meetings, as requested.	Meetings and conference calls attended, as requested.	7/1/15 – 6/30/19
D.	Participate in project-related key-informant interviews or surveys, as requested, to assist STD Control Branch staff in determining barriers and facilitators to project implementation, feasibility of expanding the project, and other project-related evaluation needs.	Description of barriers and facilitators will be included in the End-of-Year report. Participation in key informant interviews, as requested. Survey responses submitted, as requested.	7/1/15 – 6/30/19 Report due annually by 7/31
E.	Participate in a time-motion study to assess personnel costs of implementing linkage to care and re-engagement with care activities.	Completion and submission of time-motion study logs.	Once during contract period (7/1/15-6/30/19)

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Activities	Performance Indicators/Deliverables <small>* = CDPH will provide biannual reports with indicator</small>	Timeline
Optional: Place a checkmark in the box only if Contractor plans to subcontract and specify activities to be performed. <input type="checkbox"/> F. Subcontract with community-based or other organizations to ensure success of STD/HIV Service Integration activities (check box if conducting this activity).	Subcontract with community-based or other organizations, if needed.	7/1/15 – 6/30/19

Part 6: Chlamydia Screening Quality Improvement in Primary Care (CT QI Project and Evaluation)

Goal 1: Improve chlamydia screening among young women within the primary care setting.

Goal 2: Evaluate effectiveness of CT QI project efforts.

☐ Participating in CT QI Project

☒ Not participating in CT QI Project

The Contractor is responsible for completing all CT QI Project activities as outlined below. End-of-Year reports should be submitted to the STDLHJContracts@cdph.ca.gov by July 31 following the end of each fiscal year during the term of this contract. The report for the period of July 1, 2018 through June 30, 2019 will be due on June 30, 2109.

Activities	Performance Indicators or Deliverables <small>* = CDPH will provide biannual reports with indicator</small>	Timeline
I. Support CT QI efforts within partnering health plans and primary care provider groups serving LHJ.		
A. Identify a project manager who will provide dedicated time, as per the percent FTE identified and funded in budget, to the coordination and implementation of this project.	Inclusion in the End-of-Year report.	7/1/15 – 6/30/19
B. Participate in and plan site visitations with STDCB and their partners, as needed.	Site visits attended, if applicable.	7/1/15 – 6/30/19
C. Attend CT QI project meetings and conference calls, as scheduled; and assist in planning meetings, as requested.	Meetings and conference calls attended, as requested.	7/1/15 – 6/30/19

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Activities		Performance Indicators/Deliverables * = CDPH will provide biannual reports with indicator	Timeline
D.	Promote CT QI to local Medi-Cal Managed Care (MMC) plans through standing quarterly meetings and commercial health plans through other outreach efforts.	Number of health plans (Medi-Cal Managed Care, Commercial) contacted; number of meetings/calls; and meeting minutes with attendees, titles, and action items	7/1/15 – 6/30/19
E.	As requested by plans and STDCB, partner with STDCB and their partners to create resources and provide technical assistance (TA) to health plans that request CT QI support.	Number of plans requesting TA/resources; description of resources and TA provided.	7/1/15 – 6/30/19
F.	Collaborate with STDCB partners to provide ongoing CT QI TA through a minimum of quarterly consultative meetings and provider visitation, to each Federally Qualified Health Center (FQHC) clinic site serving LHJs and participating in the project.	Number of FQHC organizations and clinic sites participating; number of consultative meetings per site; number of provider visits per site; and meeting/visit notes with attendees, titles, and action items.	7/1/15 – 6/30/19
G.	Collaborate with STDCB partners to provide ongoing CT QI TA through a minimum of quarterly consultative meetings and provider visitation, to each pediatric practice group (PPG) site serving LHJ and participating in the project.	Number of PPG organizations and clinic sites participating; number of consultative meetings per site; number of provider visits per site; and meeting/visit notes with attendees, titles, and action items.	7/1/15 – 6/30/19
II. Assist in the implementation of a formal evaluation to assess the effectiveness of CT QI efforts within the LHJ.			
A.	Coordinate a County Stakeholder Advisory Committee (SAC) made up of 10-15 community clinicians, health plans, and other stakeholders to advise on CT QI program and evaluation activities, in collaboration with STDCB partners.	Number and dates of SAC meetings held; number of participants; meeting minutes with attendee names, titles, and organizations represented; and recommendations and action steps.	First committee meeting to be held by 12/31/15; quarterly meetings following through 6/30/19
B.	Assist STDCB and their partners in the annual collection of qualitative and quantitative data from CT QI participating health plans, FQHCs and PPGs in the LHJ, including: chart abstraction (if needed), key informant interviews, and staff surveys.	Number of participating sites where evaluation data was collected; number of charts abstracted from each site; number of key informant interviews performed at each site; number of staff surveys collected from each site. All data collected through these mechanisms.	7/1/15 – 6/30/19

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Activities	Performance Indicators/Deliverables <small>* = CDPH will provide biannual reports with indicator</small>	Timeline
C. Assist STDCB and their partners with the coordination and facilitation of at least two (one pediatric and one community health center) focus groups involving primary care providers/QI leads from the broader LHJ clinical community, to be performed in 2016 and repeated in 2018.	Number of focus groups held; number of participants; and all focus group notes.	First focus groups completed by 9/30/16; 2 nd completed by 6/30/17

Part 7: GC Outbreak Response in Small Jurisdictions

Goal: Increase local STD Control Program infrastructure to reduce the transmission of GC.

☐ Participating in GC Outbreak Response

☒ Not participating in GC Outbreak Response

The Contractor is responsible for completing GC Outbreak Response in Small Jurisdictions as outlined below. The Contractor must select at least one activity based upon local program need and resources. Please indicate which of these activities your local health jurisdiction will pursue by placing an "X" in the appropriate box. End-of-Year reports should be submitted to STDLHJContracts@cdph.ca.gov by July 31 following the end of each fiscal year during the term of this contract. The report for the period of July 1, 2018 through June 30, 2019 will be due on June 30, 2019.

Activities	Performance Indicators or Deliverables <small>* = CDPH will provide biannual reports with indicator</small>	Timeline
I. Characterize GC epidemiology through surveillance. <input type="checkbox"/> A. Assure quality case-based surveillance for GC through triage and processing of GC laboratory reports and confidential morbidity reports, and data entry into CALREDIE.	Proportion of GC case reporting by providers within 14 days of specimen collection for GC*. Completion and closure of GC cases diagnosed in January – June by August 30 of that year, in CalREDIE*. Completion and closure of GC cases diagnosed in July – December by February 28 of that year, in CalREDIE*.	7/1/15 – 6/30/19

Exhibit A
Scope of Work

Activities	Performance Indicators or Deliverables <small>* = CDPH will provide biannual reports with indicator</small>	Timeline
<input type="checkbox"/> B. Conduct enhanced surveillance on GC cases as part of the California Gonorrhea Surveillance System (CGSS 2.0).	Completed interview records for CGSS-sampled GC cases*	7/1/15 – 6/30/19 Semi-annual case closure
<input type="checkbox"/> C. Conduct enhanced surveillance for additional GC cases as part of an outbreak or unusual occurrence investigation and/or as part of a geo-targeted assessment and intervention.	Proportion of GC cases with completed interview records in CalREDIE*.	7/1/15 – 6/30/19 Semi-annual case closure
II. Assure quality clinical care for GC patients:		
<input type="checkbox"/> A. Provide consultation, training and technical assistance to clinics with a high-volume of GC cases on GC case management. ¹	Description of activities will be included in the End-of-Year report, please include: <ul style="list-style-type: none"> • Number and type of clinics and staff members who received consultation, technical assistance, or training and activities conducted. 	7/1/15 – 6/30/19 Report due annually by 7/31
<input type="checkbox"/> B. Promote high-volume clinic's availability and use of expedited partner therapy (EPT) for partners who may not seek clinical care, including providing medication to clinics for use in PDPT.	Description of activities will be included in the End-of-Year report, please include: <ul style="list-style-type: none"> • Number and proportion of high volume clinics initiating or expanding use of EPT. • Number and proportion of all outbreak-associated GC cases that used PDPT by treatment type and dose. 	7/1/15 – 6/30/19 Report due annually by 7/31
<input type="checkbox"/> C. Assure quality clinical management of GC cases, including adequate treatment, repeat testing, and any needed ongoing follow-up.	Description of activities will be included in the End-of-Year report, please include: <ul style="list-style-type: none"> • Number and proportion of outbreak-associated GC cases that were treated according to current CDC regimens by treatment type and dose. • Number and proportion of outbreak-associated GC cases that were re-tested in 3 months. 	7/1/15 – 6/30/19 Report due annually by 7/31

Exhibit A
Scope of Work

Activities	Performance Indicators or Deliverables <small>* = CDPH will provide biannual reports with indicator</small>	Timeline
Optional: Place a checkmark in the box only if Contractor plans to subcontract and specify activities to be performed. <input type="checkbox"/> D. Subcontract with community-based or other organizations to ensure successful GC Outbreak Response (check box if conducting this activity).	Subcontract with community-based or other organizations, if needed.	7/1/15 – 6/30/19
III. Provide disease intervention and partner services for GC cases.		
<input type="checkbox"/> A. Elicit sexual and social network partner contact information during case interview and ensure data entry in CalREDIE to reflect partner services activities.	Completion and closure of case report forms, interview records, and partner investigation outcomes in CalREDIE*.	7/1/15 – 6/30/19 Ongoing data entry Case closures as described in I.B.
<input type="checkbox"/> B. Expand availability and use of field-delivered therapy for patients who do not get timely treatment within 14 days of test positive date.	Number and proportion of GC cases who received field treatment.	7/1/15 – 6/30/19 Report due annually by 7/31
IV. Conduct health promotion and outreach to at-risk populations.		
<input type="checkbox"/> A. Provide technical assistance and training to organizations working with populations at risk for GC (e.g. corrections, syringe exchange programs, mobile clinics), as evidenced by local epidemiological data, to ensure that their clients have access to medically accurate information, prevention tools, and quality clinical services. ¹	Description of activities will be included in the End-of-Year report.	7/1/15 – 6/30/19 Report due annually by 7/31
<input type="checkbox"/> B. Initiate screening for high-risk populations in non-clinical, community-based settings, as justified by local epidemiological data, supported by local and state priorities, and feasible given local resources.	Number of persons screened and proportion testing positive for GC in each targeted community-based screening program. Additional variables and data dictionary for screening outcomes is dependent upon on population or venue selected. Description of activities will be included in the End-of-Year report. Please include descriptive profile of screening program populations served based on CGSS data dictionary variables.	7/1/15 – 6/30/19 Report due annually by 7/31

Exhibit A
Scope of Work

Activities	Performance Indicators or Deliverables <small>* = CDPH will provide biannual reports with indicator</small>	Timeline
Optional: Place a checkmark in the box only if Contractor plans to subcontract and specify activities to be performed. <input type="checkbox"/> C. Subcontract with community-based or other organizations to ensure successful GC Outbreak Response (check box if conducting this activity). ¹	Subcontract with community-based or other organizations, if needed.	7/1/15 – 6/30/19

¹ The Contractor may use funds to print or duplicate posters, brochures, pamphlets, and other material to promote STD awareness, testing, and treatment of at-risk populations.

Exhibit A
Scope of Work

6. Summary of Required Reports and Data

Frequency	Time Frame	Deadline	Program	Report Recipient
Annual	7/1/15 – 6/30/16	7/31/16	Core STD Program Management	STDLHJContracts@cdph.ca.gov
	7/1/16 – 6/30/17	7/31/17	STD/HIV Service Integration	
	7/1/17 – 6/30/18	7/31/18	CT QI Project and Evaluation	
	7/1/18 – 6/30/19	6/30/19	GC Outbreak Response	
Biannual	7/1/15 – 12/31/15	2/28/16	STD Case Closure	CalREDIE data system
	1/1/16 – 6/30/16	8/31/16		
	7/1/16 – 12/31/16	2/28/17		
	1/1/17 – 6/30/17	8/31/17		
	7/1/17 – 12/31/17	2/28/18		
	1/1/18 – 6/30/18	8/31/18		
	7/1/18 – 12/31/18	2/28/19		
	1/1/19 – 6/30/19	6/30/19		
Quarterly	7/1/15 – 9/30/15	10/31/15	ClaSP	clasp@cdph.ca.gov
	10/1/15 – 12/31/15	1/31/16	Jail STD Screening Project	stdcorrections@cdph.ca.gov
	1/1/16 – 3/30/16	4/30/16		
	4/1/16 – 6/30/16	7/31/16		
	7/1/15 – 9/30/16	10/31/16		
	10/1/16 – 12/31/16	1/31/17		
	1/1/17 – 3/30/17	4/30/17		
	4/1/17 – 6/30/17	7/31/17		
	7/1/17 – 9/30/17	10/31/17		
	10/1/17 – 12/31/17	1/31/18		
	1/1/18 – 3/30/18	4/30/18		
	4/1/18 – 6/30/18	7/31/18		
	7/1/18 – 9/30/18	10/31/18		
	10/1/18 – 12/31/18	1/31/19		
	1/1/19 – 3/30/19	4/30/19		
	4/1/19 – 6/30/19	6/30/19		
Monthly	As requested by CDC		GISP	CDC GISP contacts

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 not more frequently than quarterly in arrears to STDLHJContracts@cdph.ca.gov.
- C. The Contractor shall submit an invoice to the California Department of Public Health (CDPH) for services using an Electronic Invoice Template (EIT) provided by CDPH.

Invoices shall:

- 1) Be prepared using the newly implemented and required electronic invoice process and template, which will be provided by CDPH Contract Manager.
- 2) Invoices must be submitted to CDPH electronically only. Hard copies are not required.
- 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.
- 5) An undisputed invoice for the first six months of each fiscal year shall be submitted for payment no more than sixty (60) calendar days following the end of the second quarter (December 31) of each fiscal year covered in this agreement, unless a later or alternate deadline is agreed to in writing by the CDPH Contract Manager.
- 6) A final undisputed invoice for the end of each fiscal year shall be submitted for payment no more than sixty (60) calendar days following the end of each fiscal year covered in this agreement, unless a later or alternate deadline is agreed to in writing by the CDPH Contract Manager. The "Final Invoice" box on the electronic invoice should be checked, thus indicating that all payment obligations of the State under this agreement for the fiscal year have ceased and that no further payments are due or outstanding.

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 the Contractor or to furnish any other considerations under this agreement and Contractor shall not be obligated to perform any provisions of this agreement.

Exhibit B
Budget Detail and Payment Provisions

- 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 the 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.

4. Amounts Payable

- A. The amounts payable under this agreement shall not exceed:
- 1) \$261,592 for the budget period of 07/01/2015 through 06/30/2016.
 - 2) \$261,592 for the budget period of 07/01/2016 through 06/30/2017.
 - 3) \$261,592 for the budget period of 07/01/2017 through 06/30/2018.
 - 4) \$261,592 for the budget period of 07/01/2018 through 06/30/2019.
- 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 sixty (60) calendar days following the expiration or termination date of this agreement, unless a later or alternate deadline is agreed to in writing by the CDPH 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 CDPH 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. Expense Allowability / Fiscal Documentation

- A. Invoices received from the Contractor and accepted for payment by the State shall not be deemed evidence of allowable agreement costs.

Exhibit B
Budget Detail and Payment Provisions

- 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".

7. Recovery of Overpayments

- A. Contractor agrees that claims based upon the terms of this agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by the State 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, 2015 – June 30, 2016**

PERSONNEL

<u>Classification</u>	<u>Monthly Salary</u>	<u>Percent of Time</u>	<u>Months on Project</u>	<u>Budget</u>
Supervising Program Specialist	\$8,173	0.16667	12	\$16,346
Program Specialists (2)	\$7,299	1.428673	12	\$125,135
Public Health Investigator	\$4,724	0.16669	12	\$9,449
Total Personnel				\$150,930
Fringe Benefits @ 42.96%				\$64,840
Total Personnel & Benefits				\$215,770

OPERATING EXPENSES

Lab Services (approximately 556 tests)	\$13,900
Total Operating Expenses	\$13,900

EQUIPMENT **\$0**

TRAVEL **\$0**

SUBCONTRACTORS

\$0

OTHER COSTS **\$0**

INDIRECT COSTS (13.8992% OF TOTAL ALLOWABLE DIRECT COST) **\$31,922**

BUDGET GRAND TOTAL **\$261,592**

**Exhibit B, Attachment II
Budget
Year 2
July 1, 2016 – June 30, 2017**

PERSONNEL

<u>Classification</u>	<u>Monthly Salary</u>	<u>Percent of Time</u>	<u>Months on Project</u>	<u>Budget</u>
Supervising Program Specialist	\$8,173	0.16667	12	\$16,346
Program Specialists (2)	\$7,299	1.428673	12	\$125,135
Public Health Investigator	\$4,724	0.16669	12	\$9,449
Total Personnel				\$150,930
Fringe Benefits @ 42.96%				\$64,840
Total Personnel & Benefits				\$215,770

OPERATING EXPENSES

Lab Services (approximately 556 tests)	\$13,900
Total Operating Expenses	\$13,900

EQUIPMENT \$0

TRAVEL \$0

SUBCONTRACTORS

Total Subcontractors \$0

OTHER COSTS \$0

INDIRECT COSTS (13.8992% OF TOTAL ALLOWABLE DIRECT COST) \$31,922

BUDGET GRAND TOTAL \$261,592

Exhibit B, Attachment III
Budget
Year 3
July 1, 2017 – June 30, 2018

PERSONNEL

<u>Classification</u>	<u>Monthly Salary</u>	<u>Percent of Time</u>	<u>Months on Project</u>	<u>Budget</u>
Supervising Program Specialist	\$8,173	0.16667	12	\$16,346
Program Specialists (2)	\$7,299	1.428673	12	\$125,135
Public Health Investigator	\$4,724	0.16669	12	\$9,449
Total Personnel				\$150,930
Fringe Benefits @ 42.96%				\$64,840
Total Personnel & Benefits				\$215,770

OPERATING EXPENSES

Lab Services (approximately 556 tests)	\$13,900
Total Operating Expenses	\$13,900

EQUIPMENT \$0

TRAVEL \$0

SUBCONTRACTORS

Total Subcontractors \$0

OTHER COSTS \$0

INDIRECT COSTS (13.8992% OF TOTAL ALLOWABLE DIRECT COST) \$31,922

BUDGET GRAND TOTAL \$261,592

Exhibit B, Attachment IV
Budget
Year 4
July 1, 2018 – June 30, 2019

PERSONNEL

<u>Classification</u>	<u>Monthly Salary</u>	<u>Percent of Time</u>	<u>Months on Project</u>	<u>Budget</u>
Supervising Program Specialist	\$8,173	0.16667	12	\$16,346
Program Specialists (2)	\$7,299	1.428673	12	\$125,135
Public Health Investigator	\$4,724	0.16669	12	\$9,449
Total Personnel				\$150,930
Fringe Benefits @ 42.96%				\$64,840
Total Personnel & Benefits				\$215,770

OPERATING EXPENSES

Lab Services (approximately 556 tests)	\$13,900
Total Operating Expenses	\$13,900

EQUIPMENT \$0

TRAVEL \$0

SUBCONTRACTORS

Total Subcontractors \$0

OTHER COSTS \$0

INDIRECT COSTS (13.8992% OF TOTAL ALLOWABLE DIRECT COST) \$31,922

BUDGET GRAND TOTAL \$261,592

Exhibit D
Special Terms and Conditions

(For Subvention/Local Assistance Agreements)

The provisions herein apply to this Agreement unless the provisions are removed by reference, 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. Procurement Rules	11. Officials Not to Benefit
2. Equipment Ownership / Inventory / Disposition	12. Prohibited Use of State Funds for Software
3. Subcontract Requirements	13. Contract Uniformity (Fringe Benefit Allowability)
4. Income Restrictions	14. Cancellation
5. Site Inspection	
6. Intellectual Property Rights	
7. Prior Approval of Training Seminars, Workshops or Conferences	
8. Confidentiality of Information	
9. Documents, Publications, and Written Reports	
10. Dispute Resolution Process	

Exhibit D
Special Terms and Conditions

1. 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, 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 g of this provision. Paragraph c of this provision 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 g of this provision. Paragraph b of this provision 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

Exhibit D
Special Terms and Conditions

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 **exceeding** \$2,500 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 purchase that CDPH determines to be unnecessary in carrying out performance under this Agreement.

f. The Contractor 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 at any time.

g. For all purchases, the Contractor 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 for inspection or audit.

2. 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)

a. Wherever the terms equipment and/or property are used in this provision, the definitions in provision 1, 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

Exhibit D
Special Terms and Conditions

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 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 to repair or replace, to CDPH's satisfaction, any damaged, lost or stolen state equipment and/or property. Contractor 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

Exhibit D
Special Terms and Conditions

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 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 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 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 shall only use said vehicles for the performance under the terms of this Agreement.
- (3) The Contractor agree that all operators of motor vehicles, purchased/reimbursed 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 or furnished by CDPH under the terms of this Agreement, the Contractor, 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 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.
- (b) The Contractor 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 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 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

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than one (1) year.

- (e) The Contractor, 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.
 - [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 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 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.

3. 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 exceeding \$2,500 for any articles, supplies, equipment, or services. The Contractor shall obtain at least three competitive quotations which should be submitted or adequate justification provided for the absence of bidding.
- 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) exceeding \$2,500 are subject to the prior review and written approval of 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.

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- 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 and shall be the subcontractor's sole point of contact for all matters related to the performance and payment during the term of 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."

4. 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.

5. 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 services performed.

6. 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

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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,

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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., 2014, 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

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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.

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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. Survival

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

7. 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

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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 in order to conduct routine business matters.

8. Confidentiality of Information

The Contractor and its employees, agents, or subcontractors shall:

- a. 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. Not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.
- c. Promptly transmit to the CDPH Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.
- d. 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 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.

9. 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.

10. Dispute Resolution Process

- a. A Contractor grievance exists whenever there is a dispute arising from CDPH's action in the

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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 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 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.

11. 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.

12. Prohibited Use of State Funds for Software

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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.

13. 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 section f (3)(a) below 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

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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.

14. Cancellation

- 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.

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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.

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- 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.

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 15-10006 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): County of Alameda

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 01/01/2015)

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)	\$ 90.00 plus tax
Counties of Napa, Riverside, and Sacramento	\$ 95.00 plus tax
Counties of Los Angeles, Orange, and Ventura counties, and Edwards AFB, excluding the City of Santa Monica	\$120.00 plus tax
Counties of Alameda, Monterey, San Diego, San Mateo, and Santa Clara	\$125.00 plus tax
Counties of San Francisco and Santa Monica	\$150.00 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	\$7.00
Lunch	\$11.00
Dinner	\$23.00
Incidental expenses	\$5.00

- 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 57.5 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.

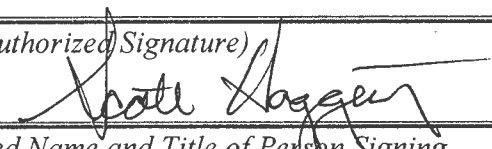
Per Diem Reimbursement Guide

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.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i> 8/18/15	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

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

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

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

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

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

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

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

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

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.

MEMORANDUM OF UNDERSTANDING**BETWEEN****SHOO THE FLU, LLC****AND THE****ALAMEDA COUNTY PUBLIC HEALTH DEPARTMENT**

This Memorandum of Understanding ("MOU"), dated July 1, 2015 is between Shoo the Flu, LLC ("Organization") and the Alameda County Public Health Department ("ACPHD").

RECITALS

WHEREAS, in 2012 and 2013, fewer than half of the children in Alameda County received flu vaccinations; and

WHEREAS, School-based influenza vaccination ("SLIV") is a convenient and safe way to increase flu vaccination in children, which helps reduce incidence of flu throughout the whole community; and

WHEREAS, Organization, in collaboration with ACPHD and the Oakland Unified School District has sponsored a successful SLIV program, promoted as "Shoo the Flu" (the "Program") since January 2014; and

WHEREAS, Between January 2014 and May 2015 the Program resulted in the successful vaccination of over 8,000 students; and

WHEREAS, the Parties wish to continue the Program, with the potential goal of enrolling all Alameda County pre-k, elementary, and middle schools, both public and private, in the Program, and conducting SLIV each fall; and

WHEREAS, the vaccinations will be provided to students and school staff free of charge; and

WHEREAS, the Organization, in its sole discretion and in the amounts that it deems reasonable and appropriate in light of the ACPHD's annual SLIV and Laboratory test budgets described herein, will provide the financial support necessary to provide such vaccinations, as well as marketing and other organizational support to promote Program success; and

WHEREAS, the ACPHD will assist with access to Vaccines for Children ("VFC"), nurse training for those administering SLIV, provision of facilities and office space, and other organizational support to promote Program success; and

WHEREAS, in concert with the Program, the University of California, Berkeley is conducting a Bay Area Flu Study to determine the effectiveness of large-scale SLIV; and

WHEREAS, the screening and testing for the Study shall be conducted by the Alameda County Public Health Laboratory, as funded by the Organization, provided that the Alameda County

C-2015-81

Public Health Laboratory and the Organization agree to the terms and conditions of such work, including scope and price,

NOW THEREFORE, the Parties agree as follows:

1. Preamble

ACPHD and Organization hereby enter into a Memorandum of Understanding for the purpose of coordination, implementation, evaluation and financing of the Program. In cooperation with local partners, including, but not limited to Alameda County schools, Organization and ACPHD will use the Program as the method for reaching high vaccine coverage rates in children and will conduct a rigorous evaluation of child, family, and community level health outcomes from the Program.

2. Term of Agreement

This MOU shall commence on July 1, 2015 and continue until June 30, 2017, unless terminated as described below. The Parties may extend this term by mutual agreement in writing.

3. Scope

a. ACPHD Responsibilities

- Oversight and general coordination between ACPHD staff and Organization staff;
- Providing office space and computers for staff funded by the Organization who are assigned to promote the Program;
- Vaccine management including procurement, storage, and distribution of VFC and State vaccine;
- Providing staff for administration of the flu vaccine to students and school employees;
- Providing training in vaccine administration and Program requirements to vaccinators;
- Planning and implementation support for vaccinators and outreach activities;
- Providing laboratory services for Bay Area Flu Study evaluation component of the SLIV (see attached detail). These laboratory services shall include:
 - Screening specimens collected during the Program for influenza;
 - Sub-typing influenza A specimens found positive during screening;

- Forwarding all influenza-positive, sub-type specimens as constituents of the routine courier transports of specimens to the California Department of Public Health for strain typing analysis; and
- Providing expert laboratory consultation regarding issues with specimen collection, transport, or the interpretation of results.

and;

- Assisting with all Program components including, but not limited to, outreach, communication, program evaluation, and impact evaluation. Such assistance includes helping Organization to enlist schools and organizations.

b. Organization Responsibilities:

- Provide one or more staff members funded by the Organization to assist with management of the Program. These staff members will work in collaboration with, but under the direction of, ACPHD staff.
- Coordination of regular meetings and other communication among all program partners;
- Coordination and financing (in an amount subject to the Organization's sole discretion in light of the ACPHD's annual SLIV and Laboratory budgets as described herein) of vaccine delivery, education, communication, and messaging (including all marketing and advertisement materials), and program evaluation.
- Subject to Section 4 ("Compensation"), payment of ACPHD's Program costs, including but not limited to, costs directly related to the Program, such as ACPHD staff time, medical supplies, office supplies, computers/utilities, vaccine transport equipment (coolers, thermometers, etc.) and other miscellaneous costs, which must all be approved by Organization in advance; and
- Subject to Section 4 ("Compensation"), payment for pre-approved laboratory costs for specimen testing for the Bay Area Flu Study.

4. Compensation

- a. For purposes of this section, "Costs" shall mean all Program expenses and fees listed on a detailed budget schedule developed by ACPHD and pre-approved by Organization. ACPHD shall update this budget schedule on or about July 1 of each year of this MOU. Organization shall approve or disapprove each annual budget schedule within 30 days of receipt from ACPHD. Contemporaneous with the proposed budget schedule, ACPHD shall forward to Organization an estimated total budget for all Costs for the upcoming year, which must be separately approved by Organization within 30 days of receipt from ACPHD. In no case will the annual Costs of the Program exceed the estimated total budget provided by ACPHD and approved by Organization, unless separately agreed to by Organization in writing. In the absence of an approved budget schedule and approved

total budget, Organization's maximum annual liability to ACPHD for all Costs shall not exceed \$75,000.

- b. Subject to the budget schedule discussed above, Organization shall reimburse ACPHD for Costs directly related to the Program, and Costs for services provided by the Alameda County Public Health Laboratory on behalf of the Program or the Bay Area Flu Study. ACPHD shall provide Organization with quarterly invoices in arrears for all Costs directly related to the Program. Unless disputed by the Organization, the Organization shall pay each invoice in full within 30 calendar days of the date ACPHD sends the invoice. At the request of the Organization, ACPHD shall provide detailed supporting documentation for all invoiced Costs within 15 days of request.

Organization also acknowledges that with the prior knowledge and consent of Organization, ACPHD incurred costs directly related to the Program, and provided the services of the Alameda County Public Health Laboratory to the Program and the Bay Area Flu Study during the period January 1, 2014 to July 1, 2015. Organization agrees to reimburse ACPHD for pre-approved costs incurred and services provided during that period within 30 calendar days of the date ACPHD sends its invoices detailing those costs and services. In no case will the Organization be responsible to reimburse ACPHD an amount greater than \$12,000 for all services and costs related to the Program provided prior to July 1, 2015.

5. Independent Contractor

No relationship of employer and employee is created by this MOU; it being understood and agreed that ACPHD and Organization are independent contractors. Organization and ACPHD are not the agent or employee of the other in any capacity whatsoever, and the Organization and ACPHD shall not be liable for any acts or omissions by the other nor for any obligations or liabilities incurred by the other, except as set forth in Paragraph 9 ("Indemnification"), below.

Nothing in this MOU establishes an employment relationship between ACPHD and any employees of Organization assigned to assist ACPHD with the Program. Organization shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Organization's failure to pay such amounts.

6. Advertising and Publicity

The Parties agree that neither Party shall use the other's name (including trade name, trademark, or other designation), or the names of its officers, directors, agents, or employees in any advertising or publicity releases or otherwise without first securing the other Party's prior written consent in each instance.

7. Use of Materials and Data

Subject to the Organization's prior written permission, Organization will grant an irrevocable license for the term of this MOU to ACPHD for the unrestricted use of any graphics, logos, brochures, posters, websites, or any other promotional material associated with the Program in pre-approved school districts and locations. ACPHD agrees that it will not alter or modify any such materials without Organization's prior written consent. For purposes of this Paragraph, "alter" and "modify" do not include writing, drawing, or affixing other materials to posters or other advertisements necessary to direct individuals to Program locations.

Organization hereby agrees to share any and all data collected as a result of the Program and the Alameda County Public Health Laboratory's tests and analysis with ACPHD. ACPHD agrees not to release, disclose or publish any aspect of the data without the written permission of the Organization.

8. Limitation of Liability

Each Party shall be liable for any direct damage they have caused the other Party. In no event, however, shall either Party be liable to the other Party for any indirect, incidental, consequential, special, punitive, or exemplary damages. This provision shall not apply to the indemnification provision discussed below.

9. Indemnification

Organization shall defend, indemnify and hold harmless ACPHD from any and all claims, demands, actions and causes of action, brought by or on behalf of participants in the Program that arise out of the provision of services by Organization; provided however that Organization shall not be required to indemnify ACPHD for any such claims, demands, or actions to the extent they result from the negligence or intentional acts on the part of ACPHD, its agents, contractors, or employees in the provision of the services (including but not limited to the administration of vaccine). Similarly, ACPHD shall defend, indemnify and hold harmless Organization from any and all claims, demands, actions and causes of action, brought by or on behalf of participants in the Program that arise out of the provision of services by ACPHD; provided however that ACPHD shall not be required to indemnify Organization for any such claims, demands, or actions to the extent they result from negligence or intentional acts on the part of Organization, its agents, contractors, or employees in the provision of the services (including but not limited to the administration of vaccine).

10. Trademark and Copyright Indemnification

Organization represents that it knows of no allegations, claims, or threatened claims that the messaging, advertising, or publicity materials provided to ACPHD for the Program infringe any trademark, copyright or other proprietary right. Organization shall defend, indemnify and hold harmless Alameda County of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any Organization materials or the use thereof, infringe any trademark, copyright or other proprietary right of any third party.

11. Privacy/Confidentiality

Both Parties will comply with all applicable federal, state and local laws, rules, orders, regulations and ordinances (including but not limited to the Privacy Rules of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (collectively, "Privacy Rules") with respect to on-site data, storage, use, and transmittal of data received. ACPHD will execute a Business Associate Agreement with Organization to ensure full compliance by both Parties with all applicable Privacy Rules.

Notwithstanding the foregoing, the Parties acknowledge and agree that ACPHD is a public entity, subject to open government laws, including the California Public Records Act (Cal. Gov. Code § 6250 et seq.) and the Ralph M. Brown Act (Cal. Gov. Code §54950 et seq.), and may be required to disclose information received from Organization in response to a request for information or court proceeding. ACPHD agrees that it will immediately notify Organization of any request for documents relating to Organization to permit Organization the opportunity to seek judicial intervention regarding such requests. Any proprietary or confidential materials produced by Organization and presented to ACPHD must be stamped "proprietary" or "confidential" otherwise, ACPHD will treat such documents as public.

12. Insurance

The Parties acknowledge that Alameda County is self-insured, and as such, insures ACPHD against liability. Alameda County maintains self-insurance levels equivalent to \$1,000,000 per occurrence and \$2,000,000 annual aggregate for general liability; \$3,000,000 per occurrence and \$5,000,000 annual aggregate for professional liability; and applicable state statutory limits for workers' compensation. ACPHD agrees to name the Organization as additional insured on these policies and upon request ACPHD shall provide the Organization copies of the policies or certificates of insurance. ACPHD shall promptly notify the Organization in writing in the event of any cancellation or change in the limits of its insurance.

13. Notice

All notices, requests, demands, or other communications under this MOU shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the Party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox.

Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL Worldwide Express) with charges prepaid

or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Telex or facsimile transmission: When sent by telex or facsimile to the last telex or facsimile number of the recipient known to the Party giving notice, notice is effective on receipt, provided that (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving Party delivers a written confirmation of receipt. Any notice given by telex or facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

ACPHD

Erica Pan, MD, MPH
Alameda County Public Health Department
Division of Communicable Disease Control and Prevention
1000 Broadway, 5th Floor
Oakland, California 94607

Organization

Casey Wright, ScM
Director, Shoo the Flu, LLC
2625 Middlefield Road, #826
Palo Alto, CA 94306

14. Drug Free Workplace

Organization and Organization's employees shall comply with the County of Alameda's policy of maintaining a drug-free workplace. Neither Organization nor Organization's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Organization or any employee of Organization is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Organization within five days thereafter shall notify the head of the County department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Memorandum of Understanding.

15. Entire Agreement; Amendments

This MOU constitutes the entire agreement of the Parties with respect to its subject matter and constitutes and supersedes all prior agreements, representations, and understandings of the Parties, written or oral. Any amendment to this MOU must be in writing, signed by both Parties.

16. Waiver

A waiver of any breach of this MOU is not a waiver of any other breach. Any waiver must be in writing and signed by an authorized representative of the waiving Party.

17. Assignment/Subcontracting

Neither Party shall assign or subcontract any of the rights or obligations under this MOU without the prior written consent of the other Party.

18. Termination of Agreement

Either the ACPHD or Organization may terminate the MOU at any time for any reason upon ninety (90) days written notice or earlier upon written mutual agreement. Consistent with Section 4 ("Compensation"), in the event that ACPHD or the Alameda County Public Health Laboratory has incurred costs associated with the Program at the time termination becomes final that have not been reimbursed, Organization shall promptly reimburse all such costs

19. Severability

If a court of competent jurisdiction holds any provision of this MOU to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this MOU would be defeated by the loss of the illegal, unenforceable, or invalid provision.

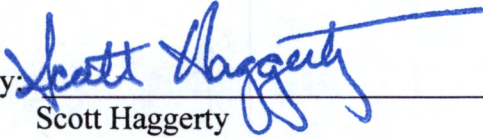
20. Governing Law and Venue

The validity, interpretation and performance under this MOU shall be governed by and construed in accordance with the laws of the State of California. Venue for all actions shall be the Alameda County Superior Court.

IN WITNESS WHEREOF, the Parties hereby execute this Memorandum of Understanding:

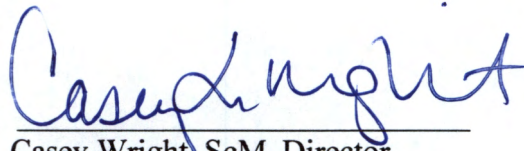
Dated: 7/28/15

COUNTY OF ALAMEDA

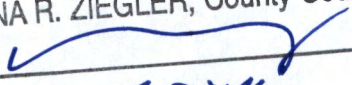
By: 
Scott Haggerty
President, Board of Supervisors

Dated: 25 June 2015

SHOO THE FLU, LLC

By: 
Casey Wright, ScM, Director

Approved as to Form
DONNA R. ZIEGLER, County Counsel

By: 
Print Name S. Dickey

Alameda County Public Health Department Costs and Projected Budget for Shoo the Flu
2014-2015

2014 Actuals

Item	Amount
Lab services	
17 specimens tested X \$84.76	\$1,440.92
5 specimens subtyped X \$55.00	\$275.00
ACPHD staff vaccinating hours	
103 hours X \$79/hour (rate reflects mass vaccinator rate)	\$8,137.00
Supplies	
6 coolers for vaccine transport X \$54.46	\$326.76
8 thermometers for vaccine storage and transport X \$38.55	\$308.40
Total	\$10,488.08

2015 Projected Costs

Item	Amount
Medical supplies	\$4,000
Non-medical supplies	\$500
Medical waste disposal	\$1,000
Courier services for vaccine and supplies delivery	\$10,000
ACPHD staff hours	
• ACPHD Public Health Nurses	\$5,731
o Assumes 110 hours	
o Assumes upper rate of Registered Nurse III classification (\$52.10/hour)	
o Assumes that Immunization Program nurse vaccination time will not be reimbursed by Shoo the Flu, LLC	
• Immunization Program TAP nurses	\$56,893
o Assumes hiring 4 nurses	
o Assumes upper rate of Registered Nurse III classification (\$52.10/hour)	
o Assumes 35 hours/week for 6 weeks	
o Assumes 30% mark-up of posted hourly rate	
o Salary will vary for each nurse based on classification	
Total	\$78,124

FINANCIAL RESOLUTION R-2015-282**PAGE:****1 OF 2****FILE NUMBER:****29614****MEETING DATE:****07/28/2015****ITEM NUMBER:****21****BY:****2016****FUND:****10000**

The increase (decrease) in anticipated revenue, as follows:

<i>Informational</i>				
ORG	ACCT	PROG	PROJ/GR	AMOUNT
350905	452120	00000		(\$10,816)
350905	456120	00000		\$139,135
350905	479990	00000		\$73,074
350261	456110	00000		(\$36,829)
ORG TOTAL				\$164,564

<i>Informational</i>				
ORG	ACCT	PROG	PROJ/GR	AMOUNT
ORG TOTAL				\$0

GRAND TOTAL ANTICIPATED REVENUE \$164,564

The increase (decrease) in appropriations, as follows:

<i>Informational</i>				
ORG	ACCT	PROG	PROJ/GR	AMOUNT
350905	600000	00000		\$95,105
350905	610000	00000		\$106,288
350200	600000	00000		(\$1,713)
350200	610000	00000		(\$35,116)
ORG TOTAL				\$164,564

<i>Informational</i>				
ORG	ACCT	PROG	PROJ/GR	AMOUNT
ORG TOTAL				\$0

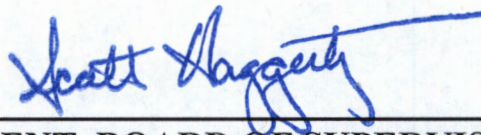
GRAND TOTAL APPROPRIATION \$164,564

THE FOREGOING was **PASSED** and **ADOPTED** by a majority vote of the Alameda County Board of Supervisors this 28th day of, July, 2015, to wit:

AYES: Supervisors Chan, Carson, Miley, Valle & President Haggerty – **5**

NOES: None

EXCUSED: None



PRESIDENT, BOARD OF SUPERVISORS

File: 29614
Agenda No: 21
Document No: R-2015-282F



I certify that the foregoing is a correct copy of a Resolution adopted by the Board of Supervisors, Alameda County, State of California

ATTEST:

Clerk, Board of Supervisors

By: 

Deputy