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

Dear Board Members:

SUBJECT: Accept Tuberculosis Awards from California Department of Public Health, for Public Health Department, Division of Communicable Disease Control and Prevention

RECOMMENDATION:

1. Accept the California Department of Public Health Tuberculosis Local Assistance Base Award to support tuberculosis prevention and control activities in the amount of $693,403 and the Food, Shelter, Incentive and Enablers award in the amount of $42,814; total of $736,217 for the period 7/1/14 – 6/30/15;

2. Accept Tuberculosis Outbreak Prevention Project Award from the California Department of Public Health to conduct a pilot project to investigate and develop a process for intervening in small tuberculosis clusters that have a high likelihood of developing into outbreaks in the amount of $27,453 for the period 8/1/14 – 1/31/15; and

3. Approve and authorize the Auditor-Controller to increase appropriation and revenue in the amount of $27,453 as outlined in the attached Financial Recommendation.

SUMMARY/DISCUSSION/FINDINGS:

Alameda County Public Health Department (ACPHD) has received the Tuberculosis (TB) Local Assistance Base Award from the California Department of Public Health (CHPD), Tuberculosis Control Branch (TCB) in the amount of $693,403; and an allotment of $42,814 for Food, Shelter, Incentive and Enablers (FSIE) expenditures for the period July 1, 2014 through June 30, 2015.

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 financial assistance fund 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.

ACPHD has also received the Tuberculosis Outbreak Prevention Project Award from CHDP, TCB in the amount of $27,453 for the period of August 1, 2014 through January 31, 2015, to conduct a TB cluster investigation and implement interventions to prevent the cluster from developing into an outbreak. ACPHD will participate in project evaluation, including submitting evaluation forms and providing written and verbal feedback to TCB regarding tools, protocols and resources that will be developed or utilized during the pilot project.

**FINANCING:**

Funding of these awards is included in the FY 2014-15 Adopted Budget. However, budget adjustments in appropriation and revenue are necessary to reflect the $27,453 increase in the award received. There is no impact on net County cost.

Very truly yours,

[Signature]

Alex Briscoe, Director
Health Care Services Agency

AB: np
June 30, 2014

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, 2014 through June 30, 2015

This letter is confirmation of your local assistance award to support tuberculosis (TB) prevention and control activities in fiscal year (FY) 2014-2015.

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 $693,403 and an Allotment of up to $42,814 for food, shelter, incentives and enablers (FSIE) expenditures. The Base Award is comprised of $282,592 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 2014-2015 budget and the 2014 and 2015 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 2014-2015 Standards and Procedures Manual. This manual and forms (in Word fillable format) 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 -5U52PS900515
Invoicing for your Base Award and FSIE Allotment

- An electronic invoice (Excel workbook) will be emailed quarterly to your jurisdiction's fiscal contact approximately 30 days prior to the submission due date. Please complete the invoice and return by email to Mr. David Beers, Fiscal Analyst at david.beers@cdph.ca.gov by the due date below. Invoices should include:
  - Base award expenditure amounts to be reimbursed by line item
    - Contractual line item expenditures should be detailed on a separate sheet and included as an attachment
  - The total FSIE expenditure amount to be reimbursed in the FSIE line item
    - FSIE detail should be provided on the FSIE Detail sheet in the electronic invoice workbook (second tab)

Invoices should be submitted by a designee from your jurisdiction who is authorized to validate that the expenditures are correct and meet the terms of this award.

- Base Award and FSIE Allotment invoices are due on:

<table>
<thead>
<tr>
<th>Quarter</th>
<th>Period Covered</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>First</td>
<td>July 1 through September 30</td>
<td>November 17</td>
</tr>
<tr>
<td>Second</td>
<td>October 1 through December 31</td>
<td>February 16</td>
</tr>
<tr>
<td>Third</td>
<td>January 1 through March 31</td>
<td>May 15</td>
</tr>
<tr>
<td>Fourth</td>
<td>April 1 through June 30</td>
<td>August 17</td>
</tr>
</tbody>
</table>

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

- Invoices for FY 2014-2015 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 2014-2015:
- Darfur Contracting Act
- Special Terms and Conditions
- Drug-Free Workplace Certification
Designating a Fiscal Contact and Authorizing Official
When returning the Acceptance of Award, please provide contact information (name, telephone number and email address) for the individual designated to receive electronic invoices and if different, contact information for the individual authorized to verify that expenditures are correct.

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 2014-2015 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
ACCEP TANCE OF AWARD

Alameda County Health Care Services Agency

Funding Period: July 1, 2014 through June 30, 2015
Base Award: $693,403
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 2014-2015 and any other conditions stipulated by the California Department of Public Health, Tuberculosis Control Branch.

Authorized Signature

Date

KEITH CARSON
Print Name

Approved as to Form
DONNA R. ZIEGLER, County Counsel
By
Print Name
FINANCIAL RECOMMENDATION

AGENDA DATE: 9/9/2014

Subject of Board Letter: Accept Tuberculosis Awards from California Department of Public Health, for Public Health Department, Division of Communicable Disease Control and Prevention

BY: 2015
FUND: 10000

The use of Designations, as follows:

<table>
<thead>
<tr>
<th>NAME OF DESIGNATION</th>
<th>ORG</th>
<th>AMOUNT</th>
</tr>
</thead>
</table>

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

<table>
<thead>
<tr>
<th>ORG</th>
<th>ACCT</th>
<th>PROG</th>
<th>PROJ/GR</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>350905</td>
<td>456120</td>
<td>00000</td>
<td>PHG08FN201000</td>
<td>27,453</td>
</tr>
</tbody>
</table>

| ORG TOTAL $ | 27,453 |

<table>
<thead>
<tr>
<th>ORG</th>
<th>ACCT</th>
<th>PROG</th>
<th>PROJ/GR</th>
</tr>
</thead>
</table>

ORG TOTAL $ -

GRAND TOTAL ANTICIPATED REVENUE $ 27,453

The increase (decrease) in appropriations, as follows:

<table>
<thead>
<tr>
<th>ORG</th>
<th>ACCT</th>
<th>PROG</th>
<th>PROJ/GR</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>350905</td>
<td>610000</td>
<td>00000</td>
<td>PHG08FN201000</td>
<td>27,453</td>
</tr>
</tbody>
</table>

| ORG TOTAL $ | 27,453 |

<table>
<thead>
<tr>
<th>ORG</th>
<th>ACCT</th>
<th>PROG</th>
<th>PROJ/GR</th>
<th>AMOUNT</th>
</tr>
</thead>
</table>

ORG TOTAL $ -

GRAND TOTAL APPROPRIATION $ 27,453
August 6, 2014

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: Tuberculosis Outbreak Prevention Project
FUNDING PERIOD: August 1, 2014 through January 31, 2015

This letter is confirmation of your award of local assistance funding to support activities associated with the Tuberculosis Outbreak Prevention Project. This project is a collaborative effort between the Centers of Disease Control and Prevention Division of Tuberculosis Elimination, the California Department of Public Health (CDPH) Tuberculosis Control Branch (TBCB) and the Alameda County Health Care Services Agency to conduct a pilot project to investigate and develop a process for intervening in small tuberculosis (TB) clusters that have a high likelihood of developing into outbreaks.

AWARD

The CDPH TBCB is awarding the Alameda County Health Care Services Agency up to $27,453 to support this project. These funds are being awarded with the understanding that your staff identified in this award will work CDPH TBCB staff in carrying out project activities.

This award is valid and enforceable only if the 2013 Federal budget provides sufficient funds available for the purposes of this project.

MANAGING YOUR AWARD

Requirements for the use of these funds are listed in the enclosed scope of work, budget and Part 1 of the FY 2014-2015 Standards and Procedures Manual (SPM). This manual 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.
The only exception to the SPM requirements for this award is that invoices for this project may be submitted monthly rather than quarterly.

**Invoicing for your Award**

A signed original invoice (in blue ink) must be submitted on your organization’s letterhead. Bill to the 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

Invoices for this project will not be processed until a signed “Acceptance of Award” has been received by the CDPH TBCB.

**ACCEPTANCE OF YOUR AWARD**

To acknowledge your acceptance of this award and the conditions attached to it, please return an original of the attached “Acceptance of Award” with an authorized signature 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

Fiscal questions should be directed to Mr. David Beers, Fiscal Analyst at (510) 620-3012 or by e-mail at david.beers@cdph.ca.gov. Project related questions should be directed to Ms. Cathy Miller at (510) 620-5870 or by e-mail at cathy.miller@cdph.ca.gov.

Sincerely,

Sue Spieldenner, RN, MPH, Chief
Resources Planning & Management Section
ACCEPtANCE OF AWARD

Alameda County Health Care Services Agency

Tuberculosis Outbreak Prevention Project

Funding Period: August 1, 2014 through January 31, 2015
Award: $27,453

I hereby accept this award. By accepting this award, I agree to the requirements as described in the Alameda County Health Care Services Agency Tuberculosis Outbreak Prevention Project scope of work, budget, and the Standards and Procedures Manual for FY 2014-2015 and any other conditions stipulated by the California Department of Public Health, Tuberculosis Control Branch.

Authorized Signature

KEITH CARSON
Print Name

Date

PRESIDENT OF THE BOARD OF SUPERVISORS
OF ALAMEDA COUNTY, CALIFORNIA
Title

Approved as to Form
DONNA R. ZIEGLER, County Counsel

Print Name

By
1. Service Overview

The California Department of Public Health Tuberculosis Control Branch (TBCB) has received funding from the Centers for Disease Control and Prevention (CDC) to conduct a pilot project to investigate and develop a process for intervening in small tuberculosis (TB) clusters that have a high likelihood of developing into outbreaks. The purpose of this project is to: 1) prospectively use the CDC algorithm to investigate these small TB clusters; 2) describe the process for investigating small TB clusters at high risk of becoming outbreaks, and develop tools and protocols that can be used to investigate and intervene in these clusters; and 3) estimate the cost of investigating and intervening in these small TB clusters.

TBCB is contracting with the Alameda County Health Services Agency, TB Control Program ("Contractor") to work collaboratively to meet the project objectives. The TBCB will be the lead partner, in collaboration with the Contractor and the CDC Division of TB Elimination. TBCB will work closely with the Contractor to investigate the selected cluster, implement interventions, and to document both the programmatic and fiscal processes. In the event that additional TB cases are identified in the selected cluster during or following the completion of this project, Alameda County TB control activities may continue beyond this scope of work.

Contractor agrees to provide the services described herein.

2. Service Location

Services shall be performed at 1000 Broadway, Suite 500, Oakland, CA, and within the community as needed to complete deliverables.

3. Project Representative
Alameda County Health Care Services Agency  
Outbreak Prevention Feasibility Project  
Scope of Work

A. Direct all inquiries to:

<table>
<thead>
<tr>
<th>California Department of Public Health</th>
<th>Contractor</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Fiscal:</strong></td>
<td>Sandra Huang, MD</td>
</tr>
<tr>
<td>David Beers, Fiscal Analyst</td>
<td>Tuberculosis Controller</td>
</tr>
<tr>
<td>Tuberculosis Control Branch</td>
<td>Tuberculosis Control Program</td>
</tr>
<tr>
<td>850 Marina Bay Parkway</td>
<td>Public Health Department</td>
</tr>
<tr>
<td>Building P, 2nd Floor</td>
<td>Alameda County Health Care Services Agency</td>
</tr>
<tr>
<td>Richmond, CA 94804-6403</td>
<td>1000 Broadway, Suite 500</td>
</tr>
<tr>
<td></td>
<td>Oakland, CA 94607</td>
</tr>
<tr>
<td>Telephone: (510) 620-3012</td>
<td>Telephone: (510) 268-2126</td>
</tr>
<tr>
<td>Fax: (510) 620-3030</td>
<td>Fax: (510) 268-2111</td>
</tr>
<tr>
<td>E-mail: <a href="mailto:david.beers@cdph.ca.gov">david.beers@cdph.ca.gov</a></td>
<td>E-mail: <a href="mailto:Sandra.Huang@acgov.org">Sandra.Huang@acgov.org</a></td>
</tr>
</tbody>
</table>

| Project-related:                      |          |
| Cathy Miller                          |          |
| Outbreak Prevention Project Coordinator |          |
| Tuberculosis Control Branch           |          |
| 850 Marina Bay Parkway                |          |
| Building P, 2nd Floor                 |          |
| Richmond, CA 94804-6403               |          |
| Telephone: (510) 620-5870             |          |
| Fax: (510) 620-3030                   |          |
| E-mail: cathy.miller@cdph.ca.gov      |          |

B. 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.

4. Services to be performed:

In collaboration with TBCB, the Contractor will conduct a TB cluster investigation and implement interventions to prevent the cluster from developing into an outbreak. TBCB will provide tools, training and technical assistance as needed to the Contractor’s staff. The Contractor will participate in the project evaluation, including submitting evaluation forms and providing written and verbal feedback on a monthly or quarterly basis to TBCB and CDC, regarding tools, protocols and resources that will be developed or utilized in the investigation and intervention.
Alameda County Health Care Services Agency  
Outbreak Prevention Feasibility Project  
Scope of Work

For additional details about the Contractor's activities and responsibilities, please refer to the Scope of Work tables in Section 7 of this exhibit.

5. Subcontractor Requirements

No subcontracts may be used in performance of the scope of work.

6. Progress Reports or Meetings:

A. The Contractor's TB controller and TB program manager (or designees) shall attend meetings and conference calls with TBCB to plan and coordinate the project. Line staff shall participate in an initial project orientation meeting and trainings provided by TBCB. Completed forms describing resources utilized (e.g., staff time, monetary expenses) shall be submitted by Contractor to TBCB on a monthly basis.

7. Detailed Description of the Services to be Performed:

PROJECT PERIOD: 6 months (August 1, 2014 through January 31, 2015)

Goal: To investigate and develop a process for intervening in small TB clusters which have a high likelihood of developing into outbreaks.

Objectives:
A. Conduct a TB case cluster investigation  
B. Conduct an intervention to prevent the cluster from developing into an outbreak  
C. Document resources, including staff time, utilized in the investigation and intervention activities

<table>
<thead>
<tr>
<th>Major Functions</th>
<th>Responsible Party</th>
<th>Specific Activities</th>
</tr>
</thead>
</table>
| A. Conduct an investigation of a specific TB case cluster | TB Controller  
Program Manager  
Nurse Case Manager  
Communicable Disease Investigator | A.1 Utilizing pilot protocols and forms provided by TBCB, conduct cluster investigation activities, including: collection of case cluster data; obtaining adequate clinical specimens and submitting for appropriate laboratory testing, if indicated and consistent with Alameda County TB control protocols; conducting case and contact interviews and re-interviews; and conducting field visits to possible transmission sites  
A.2 As part of the project evaluation, provide feedback (e.g., forms, discussion) to TBCB on |
### Alameda County Health Care Services Agency
#### Outbreak Prevention Feasibility Project
#### Scope of Work

<table>
<thead>
<tr>
<th>Major Functions</th>
<th>Responsible Party</th>
<th>Specific Activities</th>
</tr>
</thead>
</table>
| B. Conduct an intervention to prevent the TB cluster from developing into an outbreak | TB Controller Program Manager Nurse Case Manager Communicable Disease Investigator | B.1 Utilizing pilot protocols and forms provided by TBCB, conduct cluster intervention activities, including: identifying congregate sites of recent TB transmission; performing active case finding activities in those sites to ensure complete contact identification, follow-up and infection control; fully evaluate contacts; provide directly observed preventive therapy to contacts as appropriate or when possible; provide incentives and enablers to promote and facilitate completion of therapy; implement cluster case conferences; and ensure that contacts with LTBI complete treatment  
B.2 As part of the project evaluation, provide feedback (e.g., forms, discussion) to TBCB on effectiveness of current and new investigation protocols and tools |
| C. Document resources utilized in the investigation and intervention activities  | TB Controller Program Manager Nurse Case Manager Communicable Disease Investigator | C.1 Track resources, including staff time and monetary expenses utilized in investigation and intervention phases  
C.2 Submit information via monthly reports to TBCB (forms provided) |
### Tuberculosis Outbreak Prevention Project

**Alameda County Health Care Services Agency**

**Tuberculosis Outbreak Prevention Project**

**Detail Description by Activity**

8/1/2014 through 1/31/2015

<table>
<thead>
<tr>
<th>Description</th>
<th>Annual FTE</th>
<th>Major Functions</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>A 1 and 2</td>
<td>B 1 and 2</td>
</tr>
<tr>
<td><strong>Personnel</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>In-kind</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tuberculosis Controller (S. Huang)</td>
<td>2.5%</td>
<td>$58,157</td>
<td>$4,362</td>
</tr>
<tr>
<td>TB Program Manager (S. Sawley)</td>
<td>10%</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Total In-kind</strong></td>
<td>12.5%</td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Salaries and Wages</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project Coordinator - K. Horner</td>
<td>50%</td>
<td>$58,157</td>
<td>$4,362</td>
</tr>
<tr>
<td><strong>Benefits</strong></td>
<td>10%</td>
<td>$1,454</td>
<td></td>
</tr>
<tr>
<td><strong>Total Personnel</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Operating Expenses**

- Quantiferon tests 30 @ $39.75 each | $1,193 | $1,193 |
- Tuberculin Solution (2 x 10-dose vials @ $47/vial) | $141 | $141 |
- Local Travel (3,214 miles x $0.56) | $1,800 | $1,800 |

**Incentives:**

- Transit Tickets [$8 ($2 ride each way x medical visits per client) x 30 client] | $240 | $240 |
- Tax vouchers ($50/client x 10 clients) | $500 | $500 |
- Gas Cards ($50/client x 10 clients) | $500 | $500 |
- Fast Food Gift Cards ($5 x 30) | $150 | $150 |
<table>
<thead>
<tr>
<th>Description</th>
<th>FTE</th>
<th>Salary</th>
<th>Major Functions</th>
<th>Total Cost</th>
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<td></td>
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<td></td>
<td>A 1 and 2</td>
<td>B 1 and 2</td>
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<tr>
<td>Grocery Vouchers ($5 x 100)</td>
<td></td>
<td>$500</td>
<td></td>
<td>$500</td>
</tr>
<tr>
<td>Cellular Phone (1 x $500)</td>
<td></td>
<td>$500</td>
<td></td>
<td>$500</td>
</tr>
</tbody>
</table>

**Total Operating Expenses**

$5,523

**Contractual**

Radiology Mobil Imaging Services

$2,925

**Total Contractual Expenses**

$2,925

**Total Direct Costs**

$24,441

**Indirect Cost**

$3,011

The indirect cost rate is estimated at 12.32% and is computed on total direct cost:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
<th>%</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Direct Cost</td>
<td>$24,441</td>
<td>12.32%</td>
<td>$3,011</td>
</tr>
</tbody>
</table>

**TOTAL BUDGET**

$27,453
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. I.  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.

   OR

2. I.  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.

   OR

3. I.  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.

<table>
<thead>
<tr>
<th>Company Name (Printed)</th>
<th>Federal ID Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>COUNTY OF ALAMEDA</td>
<td>94-6000501</td>
</tr>
</tbody>
</table>

By (Authorized Signature)

KEITH CARSON, BOARD OF SUPERVISOR

Date Executed

Executed in the County and State of CALIFORNIA

Adapted from CDPH form 9067 (4/09)
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.

<table>
<thead>
<tr>
<th>Contractor/Bidder Firm Name (Printed)</th>
<th>Federal ID Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>COUNTY OF ALAMEDA</td>
<td>94–6000501</td>
</tr>
</tbody>
</table>

By (Authorized Signature)

KEITH CARSON, BOARD OF SUPERVISOR

Date Executed: [ ]

Executed in the County of

CALIFORNIA

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.


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))

Adapted from DGS form CCC-307 (03/28/2007)
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.

Adapted from DGS form CCC-307 (03/28/2007)