

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Health Services Agency *max*

BOARD AGENDA # *B-14

Urgent Routine *pk*

AGENDA DATE June 24, 2008

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval of Contract Amendment 03-75843 A02 with the State of California Department of Public Health Services, Office of Family Planning Information and Education Program, for the Teen Pregnancy Prevention Program - Health Services Agency

STAFF RECOMMENDATIONS:

1. Approve the contract 03-75843 A02 amendment with the State Department of Public Health Services, Office of Family Planning for Teen Pregnancy Prevention Program, from November 1, 2003 through June 30, 2011.
2. Authorize the Health Services Agency Managing Director, or her designee, to sign the contract amendment.
3. Authorize the Chairman of the Board of Supervisors to sign the contract amendment.

FISCAL IMPACT:

The original term for the contract was November 1, 2003 through June 30, 2008 for the amount of \$500,000. The proposed amendment extends the contract for three additional years through June 30, 2011 with the maximum amount of \$746,572 for the entire agreement. The original allocation for each of the years was \$100,000 per year. However, the maximum allocation for the original contract term has been reduced to \$486,643 with an allocation for fiscal year 2007-2008 at \$86,643. This amendment would extend the contract for three more years, with an annual allocation of \$86,643 for each year. This funding is included in the Public Health Budget and there is no additional cost to the County General Fund.

BOARD ACTION AS FOLLOWS:

No. 2008-472

On motion of Supervisor Monteith, Seconded by Supervisor Grover

and approved by the following vote,

Ayes: Supervisors: O'Brien, Grover, Monteith, DeMartini and Chairman Mayfield

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval of Contract Amendment 03-75843 A02 with the State of California Department of Public Health Services, Office of Family Planning Information and Education Program, for the Teen Pregnancy Prevention Program - Health Services Agency

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DISCUSSION:

The Information and Education (I&E) Program is part of the REAL (Responsibility, Education, Attitude, Leadership) Teen Pregnancy Prevention program, which is funded by the Office of Family Planning of the State Department of Public Health Services. The program's goal is to decrease teen and unintended pregnancies by providing educational programs with an emphasis on primary prevention that enhances knowledge, attitudes and skills of males and females of childbearing age to make responsible decisions relevant to their sexual and reproductive health.

The Health Services Agency's I & E Program for 2003-2011 continues to concentrate its efforts on high risk youth between the ages of 12-17, in and out of school. The primary objective is to reduce teen pregnancies, repeat pregnancies, sexually transmitted infections, and support students who have chosen to abstain from sexual activities.

Program activities are delivered to students from junior high and high schools in Stanislaus County, as well as Juvenile Hall, Probation and Alternative schools.

The goals of the program are:

- (1) To reduce teen and unintended pregnancies
- (2) Promote the roles of males in the prevention of teen and unintended pregnancies
- (3) Promote postponing parenthood until one is able to provide for the physical, emotional, social, and economic well-being of a child
- (4) Increase community involvement in building healthy families through awareness of the effects of teen and unintended pregnancies
- (5) Promote and support the development of self-assured, future-oriented youth capable of navigating through adolescent to responsible adulthood and contributing positively to society

To achieve these goals, the Health Services Agency staff performs the following activities in targeted schools/sites:

- Implement a six hour face-to-face curriculum-based comprehensive sexuality education and life skill class to 7th and 9th grade students throughout the County

Approval of Contract Amendment 03-75843 A02 with the State of California Department of Public Health Services, Office of Family Planning Information and Education Program, for the Teen Pregnancy Prevention Program - Health Services Agency

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- Implement a six hour of face-to-face curriculum-based comprehensive sexuality education and life skill class to Juvenile, Probation and Alternative schools
- Provide informational presentations to parents, leaders and administrators to increase awareness of teen pregnancy prevention efforts
- Provide informational presentations to adults, parents and other caregivers of adolescents on how to talk to their children
- Conduct trainings for Peer Provided Services staff
- Conduct and coordinate Community Awareness and Mobilization campaigns
- Hold regular Teen Pregnancy Prevention Committee meetings for community support and input

The Program is being implemented in 11 junior high schools, 12 high schools and 4 alternative schools within Stanislaus County, reaching approximately 6,500 students.

POLICY ISSUE:

The Board of Supervisors' approval of the I & E Contract Amendment will enable the program to extend educational efforts for 3 additional years and 6,500 at-risk youth in Stanislaus County will receive pregnancy prevention education services. This Program supports the Board's priorities of a healthy community and effective partnerships.

STAFFING IMPACT:

This program is supported by existing Health Services Agency staff.



MARK B HORTON, MD, MSPH
Director

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



ARNOLD SCHWARZENEGGER
Governor

May 8, 2008

Ms. Mary Ann Lee
Managing Director
Stanislaus County Health Services Agency
830 Scenic Drive
Modesto, CA 95350

AGREEMENT NUMBER: 03-75843 A02

Dear Ms. Lee:

Enclosed are amendment documents that are in need of immediate attention. Please read the instructions below and initiate appropriate action as soon as possible.

The enclosed amendment is not binding until signed by both parties and approved by the appropriate state control agency (if required). If this amendment involves the performance of additional services, said services are not to be provided prior to official approval of this amendment, as the California Department of Public Health (CDPH) is not obligated to make any payment on an amendment prior to its final approval. Expedient handling of this amendment is appreciated. For inquiries regarding this amendment, please contact your contract manager, Fiona Wan at (916) 650-0370 and cite the agreement number. Unless otherwise instructed, do not invoice CDPH for additional services rendered under this amendment until a copy of the fully executed amendment is received.

- Affix a signature to the enclosed agreement amendment copy. **Three copies** must bear original signatures. Return **all** items to CDPH for further processing no later than two weeks from the date of this letter. A copy of the approved agreement will be distributed to you after it is fully executed. Alterations, in general, are not allowed. Alterations and page replacements, if any, must be pre-approved by CDPH and each visible alteration must be initialed by the person who signs the amendment.

- Attached to your Grant Amendment is the Exhibit E A1, Attachment I, AB 629 Compliance Form. This form must contain an original signature and be returned along with your signed amendment documents.

Mary Ann Lee
May 8, 2008
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If you are a City or County Government Agency, you must return a copy of your Board of Directors' Resolution approving this amendment as an attachment with your signed agreement amendment documents.

Return all designated materials to the following address:

Attention: Fiona Wan
California Department of Public Health
Maternal, Child and Adolescent Health/Office of Family Planning
1615 Capitol Avenue, Suite 73.560
P.O. Box 997420, MS Code 8305
Sacramento, CA 95899-7420

Please direct questions about this letter to me at (916) 650-0370. Be sure to cite the agreement number in all future correspondence.

Sincerely,



Fiona Wan
Contract Manager
Office of Family Planning

Enclosure(s)



MARK B. HORTON, MD, MSPH
Director

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



ARNOLD SCHWARZENEGGER
Governor

JUL 01 2008

CONTRACTOR: County of Stanislaus

AGREEMENT NUMBER: 03-75843 A02

California Department of Public Health (CDPH) has standardized its agreement formats. The enclosed agreement may reference on-line terms and conditions (GTC or GIA) that are not attached to the agreement. If applicable, the cited terms may be viewed at this web site: <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>. The enclosed agreement is not binding until signed by all parties and approved by the appropriate state agencies. No services should be provided prior to approval, as CDPH is not obligated to make any payments for services occurring prior to approval. Required action is noted by each checked [X] item below.

- Affix a signature to the enclosed agreement copy and each face sheet. Two copies must bear original signatures. Return **all** copies to CMU's address noted below along with each item noted by a check mark [X]. A copy of the approved agreement will be distributed to you after it is fully executed. Alterations, in general, are not allowed. Alterations, if any, must be approved by the funding program and initialed by the person who signs the agreement.
- Complete, sign, and return the Payee Data Record (STD 204). Payments cannot be issued without this form.
- Go to <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>, review the GTC version referenced on the face of the agreement as Exhibit C. Review provision 11 to locate the Contractor Certification Clause (CCC) version (i.e., 307) that applies. Read the CCC in its entirety. Sign the first page of the Certification. Return the first page of the originally signed Certification to the CMU address below. Failure to return the appropriate CCC version will prohibit CDPH from doing business with your firm.
- Enclosed for your records is a fully executed agreement copy. Include CDPH's agreement number on all invoices and future correspondence related to this agreement. Performance may commence.
- The enclosed agreement has been signed by CDPH. When fully executed, **return one signed copy** to CMU's address below. Cite CDPH's agreement number on all correspondence about this agreement.
- The enclosed agreement has been signed by CDPH and is fully executed. Cite the agreement number in future correspondence.

Contact CMU at (916) 650-0100 if there are questions about this letter. Return all items identified above to this address:

CDPH Contract Management Unit
MS 1802, 1501 Capitol Avenue
P.O. Box 997377
Sacramento, CA 95899-7377

For program matters, invoice/payment issues, or to discuss agreement alterations, contact:

Fiona Wan (916) 650-0370
CDPH Office of Family Planning
1615 Capitol Ave., Suite 73.560, MS 8305
Sacramento, CA 95814

GRANT AGREEMENT AMENDMENT
CDPH 1230 (7/07)

Agreement Number 03-75843	Amendment Number A02
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REGISTRATION NUMBER: 4260070440393.2

1. This amendment is entered into between California Department of Public Health, hereafter called the State and/or CDPH and/or DHS, and the Grantee named below:

Grantee's Name (Also referred to as Grantee)
Stanislaus County Health Services Agency

2. Grant term From <u>11/01/03</u> through <u>6/30/11</u>	3. Total grant amount \$ 746,572
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4. Amendment effective date: 7/1/07 unless otherwise specified.

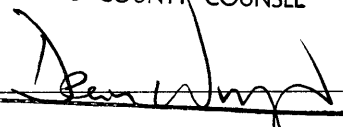
5. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Grant Agreement and incorporated herein. All other terms and conditions not specifically revised by this amendment shall remain the same.

I. **Purpose of amendment:** This amendment extends the contract term for three years; reflects a budget and Scope of Work (SOW) decrease for fiscal year 07/08 due to loss of federal funds; continues the reduced SOW activities into fiscal years 08/09, 09/10 and 10/11; and increases the total budget to compensate the Grantee for continuing to perform services for an additional 3 years. CDPH is obtaining more of the same services shown in the original agreement. This amendment also incorporates the requirements for AB629 and its required compliance form.

II. Certain changes made in this amendment are shown as: Text additions are displayed in **bold and underline**. Text deletions are displayed as strike through text (i.e., **Strike**).

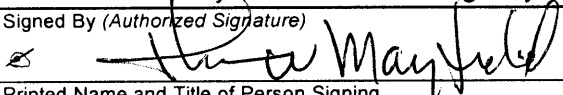
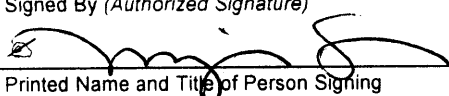
III. Paragraph 2 (Grant Term) on the face of the original HAS 1229 is amended to read 11/01/03 through ~~06/30/08~~ **06/30/11**. All references to the former grant term of 11/01/03 through 6/30/08 in any exhibit incorporated into this agreement are hereinafter deemed to read 11/01/03 through 6/30/11.

IV. Paragraph 3 (Total grant amount) on the face of the original HAS 1229 is increased by **\$246,572** and is amended to read: ~~\$500,000~~ **\$746,572**.

APPROVED AS TO FORM:
STANISLAUS COUNTY COUNSEL
BY 

Continued on 1 additional pages.

In Witness Whereof, this agreement has been executed by the parties hereto.

GRANTEE	
Grantee's Name (If other than an individual, state if a corporation, partnership, nonprofit organization, etc.) Stanislaus County Health Services Agency (County Governmental Agency)	
Signed By (Authorized Signature) 	Date Signed JUN 24 2008
Printed Name and Title of Person Signing Thomas Mayfield, Chair, Stanislaus County Board of Supervisors	
Address 830 Scenic Drive, Modesto, CA 95350	
STATE OF CALIFORNIA	
Agency Name California Department of Public Health (CDPH)	
Signed By (Authorized Signature) 	Date Signed 7/1/08
Printed Name and Title of Person Signing Allan Chinn, Chief, Contracts and Purchasing Services Section	
Address 1501 Capitol Avenue, Suite 71.5178, MS 1802, PO Box 997377 Sacramento, CA 95899-7377	

Exempt from DGS review per AG Opinions

Exempt from DGS review per this authority:

V. Paragraph 6 (incorporated exhibits) on the face of the original HAS 1229 is amended to read as follows:

Exhibit A – Scope of Work	4 pages
Exhibit A, Attachment I – Scope of Work (Year 1)	10 pages
Exhibit A, Attachment II – Scope of Work (Year 2)	10 pages
Exhibit A, Attachment III – Scope of Work (Year 3)	10 pages
Exhibit A, Attachment IV – Scope of Work (Year 4 and 5)	7 pages
<u>Exhibit A, Attachment IV A1 – Scope of Work (Years 4, 5, 6, 7, and 8)</u>	<u>6 pages</u>
Exhibit A, Attachment V – Workplan Instructions	1 page
Exhibit A, Attachment VI – Completed Workplan Sample	1 page
Exhibit B – Budget Detail and Payment Provisions	5 pages
<u>Exhibit B A1, Budget Detail and Payment Provisions</u>	<u>8 pages</u>
Exhibit B, Attachment I – Budget (Year 1)	1 page
Exhibit B, Attachment II – Budget (Year 2)	1 page
Exhibit B, Attachment III – Budget (Year 3)	1 page
Exhibit B, Attachment IV – Invoice Payment Request Letter	1 page
<u>Exhibit B, Attachment IV A1 – Budget (Year 4)</u>	<u>1 page</u>
Exhibit B, Attachment V – Budget Revision Request Form	1 page
<u>Exhibit B, Attachment V A1 – Budget (Year 5)</u>	<u>1 page</u>
Exhibit B, Attachment VI A1 – Budget (Year 4)	1 page
<u>Exhibit B, Attachment VI A2 – Budget (Year 6)</u>	<u>1 page</u>
Exhibit B, Attachment VII – Budget (Year 5)	1 page
<u>Exhibit B, Attachment VII A1 – Budget (Year 7)</u>	<u>1 page</u>
<u>Exhibit B, Attachment VIII – Budget (Year 8)</u>	<u>1 page</u>
*Exhibit C – General Terms and Conditions	<u>GTC 103</u>
Exhibit D(F) – Special Terms and Conditions	26 pages
Exhibit E – Additional Provisions	2 pages
See Exhibit E, Provision 1 for additional exhibits	
<u>Exhibit E A1 – Additional Provisions</u>	<u>3 pages</u>
<u>See Exhibit E A1, Provision 1 for additional exhibits</u>	

All references to Exhibit A, Attachment IV – Scope of Work in any exhibits incorporated into this agreement shall hereinafter be deemed to read Exhibit A, Attachment IV A1. Exhibit A, Attachment IV is hereby replaced in its entirety by the attached revised exhibit.

All references to Exhibit B – Budget Detail and Payment Provisions in any exhibits incorporated into this agreement shall hereinafter be deemed to read Exhibit B A1 – Budget Detail and Payment Provisions. Exhibit B is hereby replaced in its entirety by the attached revised exhibit.

All references to Exhibit B, Attachment I, II, III, IV, V, VI A1 and VII in any exhibits incorporated into this agreement shall hereinafter be deemed to read Exhibit B, Attachment I, II, III, IV A1, V A1, VI A2 and VII A1 respectively. Exhibit B, Attachment IV, V, VI and VII are hereby replaced in its entirety by the attached revised exhibits.

All references to Exhibit E – Additional Provisions in any exhibits incorporated into this agreement shall hereinafter be deemed to read Exhibit E A1 – Additional Provisions. Exhibit E is hereby replaced in its entirety by the attached revised exhibit.

VI. All other terms and conditions shall remain the same.

Exhibit A, Attachment IV A1
Scope of Work
(Year 4, and Year 5, 6, 7, and 8)

1. Service Overview

Grantee agrees to provide to the ~~Department of Health Services (DHS)~~ **California Department of Public Health (CDPH)** the services described herein.

This grant is part of a statewide family planning outreach program established to provide information and education services for the Information and Education Program (I&E). Section 14501 of the Welfare and Institutions Code requires the Office of Family Planning (OFP) to make available to citizens of the State of childbearing age comprehensive medical knowledge, assistance, and services relating to the planning of families. Section 14503 defines family planning services to include information and educational services.

2. Service Location

The services shall be performed at applicable facilities within Stanislaus County geographic region.

3. Service Hours

The services shall be provided during normal ~~Contractor~~ **Grantee** working hours, Monday through Friday, excluding national holidays.

4. Project Representatives

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

<p><u>California Department of Public Health</u> <u>Fiona Wan</u> <u>Office of Family Planning</u> <u>Telephone: (916) 650-0370</u> <u>Fax: (916) 650-0307</u></p> <p><u>Department of Health Services</u> Lydia Garcia-Moss Office of Family Planning Telephone: (916) 650-0340 Fax: (916) 650-0309</p>	<p>Grantee Margaret Szczepaniak, I&E Executive Director <u>Mary Ann Lee, I&E Managing Director</u> Stanislaus County Health Services Agency Telephone: (209) 558-7163 Fax: (530) <u>(209)</u> 558-7123</p>
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Exhibit A, Attachment IV A1
Scope of Work
(Year 4, and Year 5, 6, 7, and 8)

B. Direct all inquiries to:

<p><u>California Department of Public Health</u> <u>Office of Family Planning</u> <u>OFP Allocation and Grant Funding</u> <u>Attention: Fiona Wan</u> <u>1615 Capitol Avenue, Suite 73.560</u> <u>MS Code 8305, P.O. Box 997420</u> <u>Sacramento, CA 95899-7420</u> <u>Telephone: (916) 650-0370</u> <u>Fax: (916) 650-0307</u></p> <p>Department of Health Services Office of Family Planning Contracts and Grants Unit Attention: Lydia Garcia-Moss 1615 Capitol Avenue, Suite 73.560 MS Code 8305, P.O. Box 997413 Sacramento, CA 95899-7413 Telephone: (916) 650-0340 Fax: (916) 650-0309</p>	<p>Grantee Stanislaus County Health Services Agency Attention: Margaret Szczepaniak, I&E Executive Director <u>Mary Ann Lee, I&E Managing Director</u> 830 Scenic Drive Modesto, CA 95350</p> <p>Telephone: (209) 558-7163 Fax: (530) <u>(209)</u> 558-7123</p>
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C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement.

5. Services to be Performed

A. Goals

In pursuit of the Maternal, Child and Adolescent Health/Office of Family Planning Teen Pregnancy Prevention Program (TPP) goals, Information and Education (I&E) Projects are challenged to:

- 1) Reduce teen and unintended pregnancies.
- 2) Promote responsible parenting.
- 3) Promote the roles of males in the prevention of teen and unintended pregnancies.
- 4) Increase the number of fathers who support the economic, social, and emotional well-being of their children.
- 5) Promote postponing parenthood until one is able to provide for the physical, emotional, social, and economic well-being of a child.
- 6) Increase community involvement in building healthy families through awareness of the effects of teen and unintended pregnancies.
- 7) Promote and support the development of self-assured, future-oriented youth capable of navigating through adolescent to responsible adulthood and contributing positively to society.

Exhibit A, Attachment IV A1
Scope of Work
(Year ~~4~~ and Year 5, 6, 7, and 8)

B. Strategies

The amended area of this section is effective July 1, 2007. In order to accomplish the goals, services must include the following strategies **strategy**:

1) Prevention Education

- a. Minimum of 8- 6 hours
- b. Face-to-face
- c. Curriculum based comprehensive sexuality education, life skills or train the trainer

~~2) Clinical Linkages/Clinical Outreach~~

Agencies must include an additional two (2) ~~to four (4)~~ strategies/areas **from the list below** in addition to the strategies **strategy** identified above. These strategies/areas include the following:

~~2) a.~~ Informational presentations

~~3) b.~~ Education and support for significant adults, parents, and other caregivers of adolescents

~~4) c.~~ Service Learning

~~5) d.~~ Peer Provided Services

~~6) e.~~ Mentoring

- ~~a. 1.~~ Formal
- ~~b. 2.~~ Adult to Youth Partnership/Role Modeling
- ~~c. 3.~~ Team Mentoring
- ~~d. 4.~~ Group Mentoring
- ~~e. 5.~~ Cross-Age Mentoring Service Learning

~~7) f.~~ Train the Trainer

~~8) g.~~ Community Awareness and Mobilization

- ~~a. 1.~~ Community Event
- ~~b. 2.~~ Advocacy Presentations
- ~~c. 3.~~ Media Presentations

C. Workplan

The Grantee shall submit a Workplan within thirty (30) days of the grant amendment effective date. Grantee shall use the format and follow the Workplan instructions appearing in Exhibit A, Attachment VI, entitled, "Workplan ~~Format~~/Instructions". The Workplan, although not attached, is incorporated into this agreement by reference.

Effective July 1, 2007: The Grantee shall submit to the State an electronic version of the Workplan. All Workplans shall be sent in a form and manner specified by the State and in accordance with the following schedule:

Exhibit A, Attachment IV A1
Scope of Work
(Year 4, and Year 5, 6, 7, and 8)

Report Due Dates

- 1) **The Initial Workplan shall be submitted within thirty (30) days of the grant's effective date, (does not apply to Fiscal Year 2004/2005);**
- 2) **Subsequently, a workplan, pertinent to the current fiscal year, shall be submitted on an annual basis within the timeframe specified by the State; and/or**
- 3) **When the amount of the grant award and/or Scope of Work is modified, a revised workplan shall be negotiated and submitted within the timeframe agreed upon.**

6. Additional Requirements – The amended area of this provision is effective July 1, 2007

- A. **Staffing Patterns:** Establish staff patterns, which must reflect, to the maximum extent possible, the cultural, linguistic, ethnic, and other social characteristics of the services population.
- B. **Evaluation:** Grantee must participate in statewide efforts sponsored by OFP. Statewide efforts include participation in: TPP Statewide Process Evaluation, Statewide Outcome Evaluation, and the Continuous Program Improvement Evaluation (CPI). Activities may include, but not limited to the following:
 - a) ~~Participation and completion of pre/post test match surveying.~~
 - b) ~~Participation in comparison group surveying.~~
 - c) ~~Participation and completion of project profile.~~
 - d) ~~Participation in case studies and/or interviews.~~
 - e) ~~Participation and completion of one CPI Tool.~~

Grantees shall provide periodic data regarding clients, services, and outcomes, in a form and manner, activity, and frequency required by the State or its designee. As part of the evaluation efforts, Grantee shall maintain the confidentiality of adolescents, adults, and families serviced by the Grantee.

- C. **Linkage to Clinical Services:** ~~Grantee must participate and implement a referral process to link program participants to clinical services including TPP programs that support the I&E goals.~~
Collaborate with and link I&E participants to FPACT services.
- D. **Trainings, Conference, and Meetings:** Grantee must participate in OFP trainings/calls/meetings as required.
- E. **Communication:** I&E Projects staff must have **telephone and** computer ~~capability~~ **capabilities** to communicate **with OFP and other agencies.** **Computers must have** via electronic mail capabilities (e-mail) to communicate with **OFP,** the OFP training and technical assistance and evaluation contractors. In the event technical requirements may change, the Grantee will be responsible for subsequent technology upgrades to keep pace with State requirements. Computers, at a minimum, must have the following capabilities:

- ~~1.~~ 2. Microsoft Office Suite (2000)
- ~~2.~~ 3. Adobe Acrobat Professional Version 7.0
- ~~3.~~ 4. Microsoft Windows Operating System 2000 or XP
- ~~4.~~ 5. WinZip
- ~~5.~~ 6. An Internet connection (for connecting to our website)

Exhibit A, Attachment IV A1
Scope of Work
(Year 4, and Year 5, 6, 7, and 8)

- ~~6, 7.~~ An e-mail address (to receive communication from the State)
~~7, 8.~~ Internet Explorer (IE 6.0)

7. Allowable Informal ~~Workplan~~ Scope of Work Changes

- A. The Grantee or the State may propose informal changes or revisions to the activities, tasks, deliverables, and/or performance time frames specified in the Workplan provided such changes do not alter the overall goals and basic purpose of the agreement.
- B. Informal Workplan changes may include the substitution of specified activities or tasks; the alteration or substitution of agreement deliverables and modifications to anticipated completion/target dates.
- C. Informal Workplan changes processed hereunder, shall not require a formal agreement amendment, provided the Grantee's annual budget does not increase or decrease as a result of the informal Workplan change.
- D. Unless otherwise stipulated in this agreement, all informal Workplan changes and revisions are subject to prior written approval by the State.
- E. In implementing this provision, the State may provide a format for the Grantee's use to request informal Workplan changes. If no format is provided by the State, the Grantee may devise its own format for this purpose.

8. Subcontractor Requirements

This provision supplements provision 5 in Special Terms and Conditions Exhibit D(F).

As used in this Grant Agreement, the term "subcontractor" shall include any individual or entity that enters into a written subcontract with the Grantee specifically related to securing or fulfilling the Grantee's obligation to the State under the terms of this Grant Agreement. The Grantee shall be responsible for the performance of all requirements under this Grant Agreement, even if a subcontractor carries out such performance. The Grantee agrees that all subcontract agreements entered into for performance under this Grant Agreement, shall be in writing and shall include a provision requiring the subcontractor to comply with the applicable terms and conditions of this Grant Agreement, including all exhibits, and applicable state laws.

9. Progress Reports and Other Performance Requirements

- A. The Grantee shall submit to the State an original and two (2) copies of the Progress Reports. In addition, the Grantee shall submit an e-mail version of the Update Reports. All Progress Reports shall be sent to the address specified under Provision 4 of this exhibit of this grant award in a form and manner specified by the State and in accordance with the following schedule:

The changes indicated below are effective July 1, 2007:

The Grantee shall submit to the State an electronic version of the Progress Report. All Progress Reports shall be sent in a form and manner specified by the State and in accordance with the following schedule:

Exhibit A, Attachment IV A1
Scope of Work
(Year 4, and Year 5, 6, 7, and 8)

Report Due Dates

- ~~1) First Project Update Reports for the period ending September 30 for each fiscal year shall be submitted to the State by November 1 each fiscal year. (Does not apply to FY 03-04). The report period is from July 1 to September 30.~~
 - ~~1) 2) First Progress Reports for the period ending December 31 for each fiscal year shall be submitted to the State by February 1 each fiscal year. (Does not apply to FY 03/04). The report period is from July 1 to December 31.~~
 - ~~3) Second Project Update Reports for the period ending March 31 for each fiscal year shall be submitted to the State by May 1 each fiscal year. The report period is January 1 to March 31.~~
 - ~~2) 4) The Second Progress Reports and Final Report must be combined into a single document called the Second Progress Report/Final Report for the period ending June 30 **shall be** and submitted to the State by August 1 **each fiscal year**, 2008. To complete this report, each narrative section of this report must reflect all activities accomplished during the fiscal year.~~
 - 3) The Final Report shall cover the entire grant award period and shall be submitted to the State by August 15, 2011.**
- B. Grantee's failure to submit timely and acceptable reports is cause for the State to withhold up to one hundred percent (100%) from future quarterly payments, and/or demand repayment of the grant award funds pursuant to Exhibit E **A1**, Paragraph 3.B., "Cancellation/Termination."
- 1) The OFP may reduce or withhold a scheduled grant payment if the grantee does not meet any or all of the following:
 - a. The evaluation requirements for the grant period;
 - b. The content requirements specified by OFP;
 - c. Achievement of the objectives and activities specified in the Workplan.
 - 2) Upon receipt and approval of the Second Progress Report/Final Report each year, OFP may pay all or a portion of any previously withheld funds based on the grantee's achievement of the project Workplan and reporting requirements.
 - 3) The State reserves the right to demand immediate repayment of any annual initial allotment that has not yet been fully offset if Grantee fails to submit timely and acceptable reports.
- C. Grantee shall comply with all State program and policy letters, which may be issued during the grant award term, which the State determines to be relative to the provisions of this grant award.

Exhibit B A1
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 Grantee for actual expenditures incurred in accordance with the budget(s) attached hereto.
- B. Invoices shall include the Agreement Number and shall be submitted ~~in triplicate~~ not more frequently than quarterly in arrears to:

~~Department of Health Services~~ California Department of Public Health
Office of Family Planning
Attn: ~~Liz Gaffney~~ **Fiona Wan**
MS 8305
1615 Capitol Avenue, Room ~~73.540~~ **Suite 73.560**
P.O. Box 997420
Sacramento, CA 95899-7420

- C. Invoices shall:
- 1) Be prepared **and submitted** on company letterhead **in a manner specified by the State.**
 - 2) Bear the Grantee's name **exactly** as shown on the agreement.
 - 3) Identify the **billing** expense, billing, and/or performance period covered by the invoice.
 - 4) ~~Itemize allowable costs for the billing period.~~ **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) Invoice **The invoice** must be signed by authorized personnel using blue ink.
 - 6) ~~Each quarterly billing period must be claimed using not more than one (1) invoice submitted in triplicate (one original and two copies).~~ **No more than one (1) invoice must be submitted for each quarterly expense, billing, and/or performance period claimed.**
- D. ~~Invoices, submitted by the Grantee and paid by the State shall not be deemed evidence of allowable agreement costs. Costs and/or expenses deemed unallowable are subject to provision 9 in this exhibit entitled, "Recovery of Overpayments" that appears in this exhibit.~~

D. Annual Initial Allotment

- 1) **An annual initial grant allotment of up to twenty-five (25) percent of the yearly grant amount can be requested at the beginning of each fiscal year. The request must be submitted in a format determined by OFP and is subject to the following conditions.**

Exhibit B A1
Budget Detail and Payment Provisions

- a. The prior year annual initial allotment issued by the funding program under this agreement, if any, has been fully liquidated, offset by applicable expense documentation, or repaid in full.
- b. At no time may the sum total of any annual initial allotment exceed twenty-five (25) percent of the annual agreement amount.

E. Payment Schedule

The periods covered by the Annual Initial Allotment and the Quarterly invoices are identified in the table below.

Payment Schedule		
Payment Type	Period	Due Date
<u>Annual Initial Allotment Payment Request</u>	<u>July 1 – June 30, 20XX</u>	<u>August 1, 20XX</u>
<u>First Quarterly Invoice</u>	<u>July 1 – September 30, 20XX</u>	<u>November 1, 20XX</u>
<u>Second Quarterly Invoice</u>	<u>October 1 – December 31, 20XX</u>	<u>February 1, 20XX</u>
<u>Third Quarterly Invoice</u>	<u>January 1 – March 31, 20XX</u>	<u>May 1, 20XX</u>
<u>Fourth Quarterly Invoice</u>	<u>April 1 – June 30, 20XX</u>	<u>September 30, 20XX</u>

F. Annual Initial Allotment Recovery Schedule

<u>Quarter</u>	<u>Period</u>	<u>Amount of Initial Allotment Payment Deducted From Invoice</u>
<u>First Quarter</u>	<u>July 1, 20XX – September 30, 20XX</u>	<u>1/3</u>
<u>Second Quarter</u>	<u>October 1, 20XX – December 31, 20XX</u>	<u>1/3</u>
<u>Third Quarter</u>	<u>January 1, 20XX – March 31, 20XX</u>	<u>1/3</u>
<u>Fourth Quarter</u>	<u>April 1, 20XX – June 30, 20XX</u>	<u>0 or any remaining percentage of Initial Allotment Balance</u>

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to fulfill any provisions of this Agreement.

Exhibit B A1
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 Grantee to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. Amounts Payable

- A. The amounts payable under this agreement shall not exceed:

- 1) \$100,000 for the budget period of 11/01/03 through 06/30/04.
- 2) \$100,000 for the budget period of 07/01/04 through 06/30/05.
- 3) \$100,000 for the budget period of 07/01/05 through 06/30/06.
- 4) \$100,000 for the budget period of 07/01/06 through 06/30/07.
- 5) ~~\$100,000~~ **\$86,643** for the budget period of 07/01/07 through 06/30/08.
- 6) \$86,643 for the budget period of 07/01/08 through 06/30/09.**
- 7) \$86,643 for the budget period of 07/01/09 through 06/30/10.**
- 8) \$86,643 for the budget period of 07/01/10 through 06/30/11.**

- B. Payment allocations shall be made for allowable expenses up to the amount annually encumbered commensurate with the State fiscal year in which services are performed and/or goods are received.

5. Timely Submission of Final Invoice

- A. A final undisputed invoice shall be submitted for payment no more than ninety (90) calendar days following the expiration or termination date of this agreement, unless a later or alternate deadline is agreed to in writing by the program contract manager. Said invoice should be clearly marked "Final Invoice", thus indicating that all payment obligations of the State under this agreement have ceased and that no further payments are due or outstanding.
- B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Grantee fails to obtain prior written State approval of an alternate final invoice submission deadline. Written State approval shall be sought from the program contract manager prior to the expiration or termination date of this agreement.
- C. The Grantee 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. Expenditure Reports

~~Itemized expenditure reports will be submitted with quarterly progress reports and shall:~~

Exhibit B A1
Budget Detail and Payment Provisions

- ~~A. Identify the expense and performance period covered by the budget expenditure report.~~
- ~~B. Itemize allowable costs for expense and performance period.~~
- ~~C. Each quarterly expense and performance period must be submitted using not more than one (1) budget expenditure report.~~

~~7. Food Incentives~~

~~The provision of food incentives is allowed under the following conditions:~~

- ~~A. Up to one percent (1%) of the total grant award may be allocated for food incentives.~~
- ~~B. Incentives must be used for program participants in I&E specified interventions/objectives.~~
- ~~C. Incentives may not be used for personnel, at health fairs, assemblies, or collaborative meetings.~~
- ~~D. Contributions for food incentives, from local community vendors, continue to be recommended in lieu of allocating funds.~~
- ~~E. The office of Family Planning Program Consultant must approve proposed food incentives during the budget negotiations.~~

6 8. Informal Allowable Line Item Shifts

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

7. Expense Allowability / Fiscal Documentation

- A. Invoices, received from a Grantee and accepted and/or submitted for payment by the State, shall not be deemed evidence of allowable agreement costs.**
- B. Grantee 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.**

Exhibit B A1
Budget Detail and Payment Provisions

- 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 I entitled, "Travel Reimbursement Information".**
- E. Costs and/or expenses deemed unallowable are subject to recovery by DHS CDPH. See provision 8 in this exhibit entitled, "Recovery of Overpayments" for more information.**

8. 9. Recovery of Overpayments

- A. Grantee agrees that claims based upon a contractual agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by the State and/or Federal Government by one of the following options:
- 1) Grantee'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 the both the State and the Grantee.
- B. The State reserves the right to select which option will be employed and the Grantee 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 Grantee, beginning 30 days after Grantee's receipt of the State's demand for repayment.
- D. If the Grantee 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, Grantee shall repay, to the State, the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the Grantee's first receipt of State's notice requesting reimbursement of questioned audit costs or disallowed expenses.

9. 10. Prohibited Expenses

~~The Grantee shall not use funds from this grant award for reimbursement of the costs related to any of the following goods, services, or activities:~~

Exhibit B A1
Budget Detail and Payment Provisions

The Grantee shall not use funds from this grant award I&E Program funds to supplant any existing program funding. Furthermore, the Grantee shall not use funds from this grant award for reimbursement of the costs related to any of the following goods, services, or activities:

- A. Bonuses/Commissions. **Bonuses and commissions paid from grant funds are prohibited.**
- B. Lobbying. **Grant funds may not be used for lobbying activities.**
- C. Fund-raising. **Grant funds cannot be used for organized fund raising, including financial campaigns, endowment drives, solicitation of gifts and bequests, or similar expenses incurred solely to raise capital or obtain contributions.**
- D. Purchase of Real Property. **Grant funds cannot be used to purchase real property.**
- E. Interest. **The cost of interest payments is not an allowable expenditure.**
- F. Lease-Purchase Options. **It is prohibited to use grant funds to enter into a lease-purchase contract for the purchase of equipment or any other personal property, or for the purchase of real property.**
- G. Grant Writing. **All costs associated with responding to the RFA and preparing the application are not reimbursable expenses.**
- H. Case Management
- I. Clinical Services. ~~For purposes of this grant award, clinical services within the context of pregnancy prevention and planning are services that offer reproductive health care, including diagnosis and treatment of infections and conditions, including cancers, that threaten reproductive capability, medical family planning treatment and procedures, including supplies and follow-up.~~ **Expenditures for clinical services are not reimbursable expenses under this grant. Clinical services within the context of pregnancy prevention and family planning services are defined as reproductive health care, including diagnosis and treatment of infections and condition, including cancers, that threaten reproductive capability, medical family planning treatment and procedures, including contraceptive supplies and follow-up. Additionally, funds shall not be used for the delivery of clinical services or contraceptives. This proscription includes purchase and distribution of condoms and other contraceptive barriers. Funds can be used to outreach to special target populations to refer them to Family PACT providers within the community for clinical services.**
- J. Religious Doctrine/Benefits. ~~For purposes of this grant award, religious doctrine/benefits means program services or educational curricula that promotes religious doctrine or payment to, or in aid of, a church, religious sect, creed, or sectarian purposes.~~ **Reimbursement of expenses for program services, educational materials, and any other items that are religious in nature or promote religious doctrine is prohibited. Likewise, payment for a sectarian purpose, including payment to aid any church or religious sect, creed, or sectarian purpose is not an allowable expense.**

Exhibit B A1
Budget Detail and Payment Provisions

K. Clinical Mental Health Services. For purposes of this grant award, these services are formal assessment, evaluation, analysis, or treatment of a patient's psychiatric disorder by a licensed psychiatric provider, either individually or in a group setting.

L. Food and Refreshment

- 1) The purchase of food and refreshments for anyone other than the target population is prohibited;**
- 2) Food and refreshment must be used as an incentive and only provided to the target population during prevention or educational activities, not for personnel, at health fairs, or collaborative meetings;**
- 3) OFP recommends contributions for food or food incentives, from local community vendors, continue to be recommended in lieu of allocating funds; and**
- 4) The OFP Program Consultant must approve food incentives during the budget negotiations.**

10. ~~11.~~ Equipment Purchases

Equipment is defined in Exhibit D(F) #4. Equipment used solely for project activities may be purchased by the Grantee if it is essential to the implementation and operation of the project. Grant award funds may not be used to reimburse the Grantee for equipment already purchased. The maximum amount available for equipment purchase is \$15,000, unless the applicant provides sufficient justification to the State for an amount over and above the \$15,000. Equipment purchases must be approved by the State prior to purchase. All equipment, as defined that is purchased from funds advanced or reimbursed by the State under the terms of this grant award and not fully consumed in the performance of the grant award shall be the property of the State and shall be subject to the provisions of Paragraph 4, subparagraph a of Exhibit D (F), entitled "Special Terms and Conditions". The Grantee agrees to comply with all equipment purchase terms and conditions of this grant award, specifically including, but not limited to Exhibit D (F), entitled "Special Terms and Conditions," all other exhibits and addenda to this grant award, all other applicable state laws, and all other state program and policy letters which may be issued during the grant term that are relative to equipment purchases.

12. ~~Annual Initial Allotment~~

- ~~A. An annual initial grant allotment of up to twenty five (25) percent of the yearly grant amount can be requested at the beginning of each fiscal year. The request must be submitted in a format determined by OFP and is subject to the following conditions.~~
 - ~~a. The prior year annual initial allotment issued by the funding program under this agreement, if any, has been fully liquidated, offset by applicable expense documentation, or repaid in full.~~

Exhibit B A1
Budget Detail and Payment Provisions

~~g.~~ At no time may the sum total of any annual initial allotment exceed twenty five (25) percent of the annual agreement amount.

~~B.~~ Payment Schedule

The periods covered by the Annual Initial Allotment and the Quarterly invoices are identified in the table below.

Payment Schedule		
Payment Type	Period	Due Date
Annual Initial Allotment Payment Request	July 1 — June 30, 20XX	August 1, 20XX
First Quarterly Invoice	July 1 — September 30, 20XX	November 1, 20XX
Second Quarterly Invoice	October 1 — December 31, 20XX	February 1, 20XX
Third Quarterly Invoice	January 1 — March 31, 20XX	May 1, 20XX
Fourth Quarterly Invoice	April 1 — June 30, 20XX	September 30, 20XX

~~C.~~ Annual Initial Allotment Recovery Schedule

Quarter	Period	Amount of Initial Allotment Payment Deducted From Invoice
First Quarter	July 1, 20XX — September 30, 20XX	1/3
Second Quarter	October 1, 20XX — December 31, 20XX	1/3
Third Quarter	January 1, 20XX — March 31, 20XX	1/3
Fourth Quarter	April 1, 20XX — June 30, 20XX	0 or any remaining percentage of Initial Allotment Balance

Exhibit B, Attachment IV A1
Budget
Year 4
07/01/06 through 06/30/07

1. Personnel (total of salaries, wages, and fringe benefits)	\$ 77,440
2. Operating Expenses	\$ 3,360
3. Equipment	\$ 0
4. Travel	\$ 3,520
5. Subcontractor	\$ 0
6. Other Costs	\$ 4,064
7. Indirect Costs (not to exceed 15% of Personnel including benefits)	\$ 11,616
Total	\$ 100,000

Exhibit B, Attachment V A1
Budget
Year 5
07/01/07 through 06/30/08

1. Personnel (total of salaries, wages, and fringe benefits)	\$ 77,440	<u>\$ 64,771</u>
2. Operating Expenses	\$ 3,360	<u>\$ 6,100</u>
3. Equipment	\$ 0	<u>\$ 0</u>
4. Travel	\$ 4,000	
5. Subcontractor	\$ 0	
6.4. Other Costs	\$ 4,064	<u>\$ 3,575</u>
7.5. Indirect Costs (not to exceed 15% of Personnel including benefits)	\$ 11,616	<u>\$ 12,197</u>
Total	\$ 100,000	<u>\$ 86,643</u>

Exhibit B, Attachment VI A2
Budget
Year 6
07/01/08 through 06/30/09

1. Personnel (total of salaries, wages, and fringe benefits)	\$ 64,771
2. Operating Expenses	\$ 6,100
3. Equipment	\$ 0
4. Other Costs	\$ 3,575
5. Indirect Costs (not to exceed 15% of Personnel including benefits)	\$ 12,197
Total	\$ 86,643

Exhibit B, Attachment VII A1
Budget
Year 7
07/01/09 through 06/30/10

1. Personnel (total of salaries, wages, and fringe benefits)	\$ 64,771
2. Operating Expenses	\$ 6,100
3. Equipment	\$ 0
4. Other Costs	\$ 3,575
5. Indirect Costs (not to exceed 15% of Personnel including benefits)	\$ 12,197
Total	\$ 86,643

Exhibit B, Attachment VIII
Budget
Year 8
07/01/10 through 06/30/11

1. Personnel (total of salaries, wages, and fringe benefits)	\$ 64,771
2. Operating Expenses	\$ 6,100
3. Equipment	\$ 0
4. Other Costs	\$ 3,575
5. Indirect Costs (not to exceed 15% of Personnel including benefits)	\$ 12,197
Total	\$ 86,643

Exhibit E A1
Additional Provisions

1. Additional Incorporated Exhibits

A. The following additional exhibits are attached, incorporated herein, and made a part hereof by this reference:

1) Exhibit E A1	Additional Provisions	3 pages
2) Exhibit E A1, Attachment I	AB629 Compliance Form	3 pages
3) 2) Exhibit F	Contractor Equipment Purchased with DHS CDPH Funds	2 pages
4) 3) Exhibit G	Inventory/Disposition of DHS CDPH -Funded Equipment	2 pages
5) 4) Exhibit H	Contractor's Release	1 page
6) 5) Exhibit I	Travel Reimbursement Information	2 pages

B. The following documents and any subsequent updates are not attached, but are incorporated herein and made a part hereof by this reference. These documents may be updated periodically by DHS **CDPH**, as required by program directives. DHS **CDPH** shall provide the Contractor **Grantee** with copies of said documents and any periodic updates thereto, under separate cover. DHS **CDPH** will maintain on file, all documents referenced herein and any subsequent updates. **These documents are posted on the OFP website**
<http://www.cdph.ca.gov/programs/OFP/Pages/default.aspx>.

- ~~1) Information and Education Policy Letters **Workplan for each fiscal year**,~~
- 2) **Information and Education Program Policy Letters**, "Funding Application" and all exhibits/attachments submitted in response to the Request for Application, issued June 9, 2003, and
- ~~3) Reference Program Letter for instructions to Exhibit B, Attachment V, "Budget Revision Request Form".~~
- 3) Progress Report for each fiscal year, and**
- 4) OFP Policies and Procedures.**

2. Grant Amendments

Should either party, during the term of this agreement, desire a change or amendment to the terms of this Agreement, such changes or amendments shall be proposed in writing to the other party, who will respond in writing as to whether the proposed changes/amendments are accepted or rejected. If accepted and after negotiations are concluded, the agreed upon changes shall be made through the State's official agreement amendment process. No amendment will be considered binding on either party until it is formally approved by the State.

3. Cancellation / Termination

A. This agreement may be cancelled or terminated without cause by either party by giving thirty (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements.

Exhibit E A1
Additional Provisions

- B. Upon receipt of a notice of termination or cancellation from DHS **CDPH**, Grantee shall take immediate steps to stop performance and to cancel or reduce subsequent agreement costs.
- C. Grantee shall be entitled to payment for all allowable costs authorized under this agreement, including authorized non-cancelable obligations incurred up to the date of termination or cancellation, provided such expenses do not exceed the stated maximum amounts payable.

4. Avoidance of Conflicts of Interest by Grantee

- A. The Grantee agrees that all reasonable efforts will be made to ensure that no conflict of interest exists between its officers, agents, employees, consultants, or members of its governing body.
- B. The Grantee shall prevent its officers, agents, employees, consultants, or members of its governing body from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others such as those with whom they have family, business, or other ties.
- C. In the event that DHS **CDPH** determines that a conflict of interest situation exists, any cost associated with the conflict may constitute grounds for termination of this agreement. This provision shall not be construed to prohibit the employment of persons with whom the Grantee's officers, agents, or employees have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant and such persons have successfully competed for employment with other applicants on a merit basis.

5. Insurance Requirements (Governmental grantees)

Governmental grantees must submit on official letterhead a statement certifying or evidencing self insurance of a type and amount that is adequate to cover any liabilities resulting from activities or performance of this grant award.

6. Freeze Exemptions

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

Exhibit E A1
Additional Provisions

7. Departmental Reorganization

- A. The parties to this agreement acknowledge that the California Public Health Act of 2006 (Act; Senate Bill 162, Chapter 241, Statutes 2006), effective July 1, 2007, establishes the California Department of Public Health (CDPH) and renames the California Department of Health Services (CDHS) as the California Department of Health Care Services (DHCS).**
- B. Agreements approved before July 1, 2007 shall continue in full force and effect, with the renamed DHCS and the newly formed CDPH assuming all of the rights, obligations, liabilities, and duties of the former CDHS and any of its predecessors as relates to the duties, powers, purposes, responsibilities, and jurisdiction vested by the Act in each of the resulting departments.**
- C. Agreements approved on or after July 1, 2007 that refer to CDHS shall be interpreted to refer to the renamed DHCS or the newly formed CDPH, as appropriate under the terms of the agreement. DHCS or CDPH, as appropriate under the terms of the agreement, shall assume all of the rights, obligations, liabilities, and duties of the former CDHS and any of its predecessors as relates to the duties, powers, purposes, responsibilities, and jurisdiction vested by the Act in each of the resulting departments. The assumption by each department shall not in any way affect the rights of the parties to the agreement.**
- D. As a result of the departmental reorganization discussed above, various CDHS programs may experience a physical relocation, change in personnel, change in procedures, or other effect. If this agreement is impacted by SB 162, CDHS reserves the right, without initiation of a formal amendment, to issue one or more written notices to the Grantee supplying alternate information and/or instructions regarding invoicing, document addressing, personnel changes, and/or other procedural changes.**

8. The Sexual Health Education Accountability Act

Effective January 1, 2008, Health and Safety Code, Sections 151000-151003 require sexual health education programs that are funded or administered, directly or indirectly, by CDPH, to be comprehensive and not abstinence-only. The Grantee shall submit a signed copy of the AB629 Compliance Form (Exhibit E A1, Attachment I), attesting to compliance by the Grantee, upon the signing of this amendment and at any time specified by CDPH. This document is posted on the OFP website <http://www.cdph.ca.gov/programs/OFP/Pages/default.aspx>.

**Exhibit E A1, Attachment I
AB629 Compliance Form**

**Certification of Compliance with the Sexual Health Education Accountability Act
of 2007**

The Sexual Health Education Accountability Act of 2007 (Health and Safety Code, Sections 151000 – 151003) requires sexual health education programs (programs) that are funded or administered, directly or indirectly, by the State, to be comprehensive and not abstinence-only. Specifically, these statutes require programs to provide information that is medically accurate, current, and objective, in a manner that is age, culturally, and linguistically appropriate for targeted audiences. Programs cannot promote or teach religious doctrine, nor promote or reflect bias (as defined in Section 422.56 of the Penal Code), and are required to explain the effectiveness of one or more drug and/or device approved by the federal Food and Drug Administration for preventing pregnancy and sexually transmitted disease. Programs directed at minors are additionally required to specify that abstinence is the only certain way to prevent pregnancy and sexually transmitted disease. In order to comply with the mandate of H&S section 151002 (d), the Office of Family Planning requires each applicable grantee submit a signed declaration as a condition of funding.

The undersigned hereby certifies that this Teen Pregnancy Prevention (TPP) Program will comply with all applicable provisions of Health and Safety Code, Sections 151000 – 151003 (HS 151000–151003). The undersigned further acknowledges that this TPP Program is subject to monitoring of compliance with the provisions of HS 151000–151003 and may be subject to contract termination or other appropriate action if it violates any condition of funding, including those enumerated in HS 151000–151003.

Signed

Grantee Name

Grant Number

Signature of Agency Officer

Date

Printed Name of Officer

Title of Agency Officer

**Exhibit E A1, Attachment I
AB629 Compliance Form**

CALIFORNIA CODES
HEALTH AND SAFETY CODE
SECTION 151000-151003

151000. This division shall be known, and may be cited, as the Sexual Health Education Accountability Act.

151001. For purposes of this division, the following definitions shall apply:

(a) "Age appropriate" means topics, messages, and teaching methods suitable to particular ages or age groups of children and adolescents, based on developing cognitive, emotional, and behavioral capacity typical for the age or age group.

(b) A "sexual health education program" means a program that provides instruction or information to prevent adolescent pregnancy, unintended pregnancy, or sexually transmitted diseases, including HIV, that is conducted, operated, or administered by any state agency, is funded directly or indirectly by the state, or receives any financial assistance from state funds or funds administered by a state agency, but does not include any program offered by a school district, a county superintendent of schools, or a community college district.

(c) "Medically accurate" means verified or supported by research conducted in compliance with scientific methods and published in peer review journals, where appropriate, and recognized as accurate and objective by professional organizations and agencies with expertise in the relevant field, including, but not limited to, the federal Centers for Disease Control and Prevention, the American Public Health Association, the Society for Adolescent Medicine, the American Academy of Pediatrics, and the American College of Obstetricians and Gynecologists.

151002. (a) Every sexual health education program shall satisfy all of the following requirements:

(1) All information shall be medically accurate, current, and objective.

(2) Individuals providing instruction or information shall know and use the most current scientific data on human sexuality, human development, pregnancy, and sexually transmitted diseases.

(3) The program content shall be age appropriate for its targeted population.

(4) The program shall be culturally and linguistically appropriate for its targeted populations.

(5) The program shall not teach or promote religious doctrine.

(6) The program shall not reflect or promote bias against any person on the basis of disability, gender, nationality, race or ethnicity, religion, or sexual orientation, as defined in Section 422.56 of the Penal Code.

(7) The program shall provide information about the effectiveness and safety of at least one or more drug or device approved by the federal Food and Drug Administration for preventing pregnancy and for reducing the risk of contracting sexually transmitted diseases.

**Exhibit E A1, Attachment I
AB629 Compliance Form**

(b) A sexual health education program that is directed at minors shall comply with all of the criteria in subdivision (a) and shall also comply with both the following requirements:

(1) It shall include information that the only certain way to prevent pregnancy is to abstain from sexual intercourse, and that the only certain way to prevent sexually transmitted diseases is to abstain from activities that have been proven to transmit sexually transmitted diseases.

(2) If the program is directed toward minors under the age of 12 years, it may, but is not required to, include information otherwise required pursuant to paragraph (7) of subdivision (a).

(c) A sexual health education program conducted by an outside agency at a publicly funded school shall comply with the requirements of Section 51934 of the Education Code if the program addresses HIV/AIDS and shall comply with Section 51933 of the Education Code if the program addresses pregnancy prevention and sexually transmitted diseases other than HIV/AIDS.

(d) An applicant for funds to administer a sexual health education program shall attest in writing that its program complies with all conditions of funding, including those enumerated in this section. A publicly funded school receiving only general funds to provide comprehensive sexual health instruction or HIV/AIDS prevention instruction shall not be deemed an applicant for the purposes of this subdivision.

(e) If the program is conducted by an outside agency at a publicly funded school, the applicant shall indicate in writing how the program fits in with the school's plan to comply fully with the requirements of the California Comprehensive Sexual Health and HIV/AIDS Prevention Education Act, Chapter 5.6 (commencing with Section 51930) of the Education Code. Notwithstanding Section 47610 of the Education Code, "publicly funded school" includes a charter school for the purposes of this subdivision.

(f) Monitoring of compliance with this division shall be integrated into the grant monitoring and compliance procedures. If the agency knows that a grantee is not in compliance with this section, the agency shall terminate the contract or take other appropriate action.

(g) This section shall not be construed to limit the requirements of the California Comprehensive Sexual Health and HIV/AIDS Prevention Education Act (Chapter 5.6 (commencing with Section 51930) of Part 28 of the Education Code).

(h) This section shall not apply to one-on-one interactions between a health practitioner and his or her patient in a clinical setting.

151003. This division shall apply only to grants that are funded pursuant to contracts entered into or amended on or after January 1, 2008.

**Exhibit K (For Grantee Packets)
AB 629 Compliance Form (For AFA Packets)**

Agency Name: STANISLAUS COUNTY AFLP
Agreement/Grant Number: 200850
Compliance Certification for Fiscal Year: 2008-2009

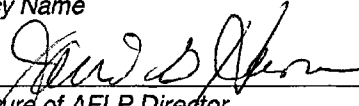
**Certification of Compliance with the
Sexual Health Education Accountability Act of 2007**

The Sexual Health Education Accountability Act of 2007 (Health and Safety Code, Sections 151000 – 151003) requires sexual health education programs (programs) that are funded or administered, directly or indirectly, by the State, to be comprehensive and not abstinence-only. Specifically, these statutes require programs to provide information that is medically accurate, current, and objective, in a manner that is age, culturally, and linguistically appropriate for targeted audiences. Programs cannot promote or teach religious doctrine, nor promote or reflect bias (as defined in Section 422.56 of the Penal Code), and are required to explain the effectiveness of one or more drugs and/or devices approved by the federal Food and Drug Administration for preventing pregnancy and sexually transmitted diseases. Programs directed at minors are additionally required to specify that abstinence is the only certain way to prevent pregnancy and sexually transmitted diseases.

In order to comply with the mandate of Health & Safety Code, Section 151002 (d), the California Department of Public Health (CDPH) Maternal, Child and Adolescent Health (MCAH) Program requires each applicable Agency submit a signed declaration as a condition of funding. The Certification of Compliance must be submitted to CDPH annually as a required component of the Agreement Funding Application (AFA) Package.

The undersigned hereby certifies that this Adolescent Family Life Program (AFLP) Agency will comply with all applicable provisions of Health and Safety Code, Sections 151000 – 151003 (HS 151000–151003). The undersigned further acknowledges that this Agency is subject to monitoring of compliance with the provisions of HS 151000–151003 and may be subject to contract termination or other appropriate action if it violates any condition of funding, including those enumerated in HS 151000–151003.

Signed

<u>Stanislaus County HSA</u> Agency Name	<u>200850</u> Agreement/Grant Number
<u></u> Signature of AFLP Director	<u>6/27/08</u> Date
<u>Janice G. Husman</u> Printed Name of AFLP Director	

**Exhibit K (For Grantee Packets)
AB 629 Compliance Form (For AFA Packets)**

CALIFORNIA CODES
HEALTH AND SAFETY CODE
SECTION 151000-151003

151000. This division shall be known, and may be cited, as the Sexual Health Education Accountability Act.

151001. For purposes of this division, the following definitions shall apply:

(a) "Age appropriate" means topics, messages, and teaching methods suitable to particular ages or age groups of children and adolescents, based on developing cognitive, emotional, and behavioral capacity typical for the age or age group.

(b) A "sexual health education program" means a program that provides instruction or information to prevent adolescent pregnancy, unintended pregnancy, or sexually transmitted diseases, including HIV, that is conducted, operated, or administered by any state agency, is funded directly or indirectly by the state, or receives any financial assistance from state funds or funds administered by a state agency, but does not include any program offered by a school district, a county superintendent of schools, or a community college district.

(c) "Medically accurate" means verified or supported by research conducted in compliance with scientific methods and published in peer review journals, where appropriate, and recognized as accurate and objective by professional organizations and agencies with expertise in the relevant field, including, but not limited to, the federal Centers for Disease Control and Prevention, the American Public Health Association, the Society for Adolescent Medicine, the American Academy of Pediatrics, and the American College of Obstetricians and Gynecologists.

151002. (a) Every sexual health education program shall satisfy all of the following requirements:

- (1) All information shall be medically accurate, current, and objective.
- (2) Individuals providing instruction or information shall know and use the most current scientific data on human sexuality, human development, pregnancy, and sexually transmitted diseases.
- (3) The program content shall be age appropriate for its targeted population.
- (4) The program shall be culturally and linguistically appropriate for its targeted populations.
- (5) The program shall not teach or promote religious doctrine.
- (6) The program shall not reflect or promote bias against any person on the basis of disability, gender, nationality, race or ethnicity, religion, or sexual orientation, as defined in Section 422.56 of the Penal Code.
- (7) The program shall provide information about the effectiveness and safety of at least one or more drugs and/or devices approved by the federal Food and Drug Administration for preventing pregnancy and for reducing the risk of contracting sexually transmitted diseases.

(b) A sexual health education program that is directed at minors shall comply with all of the criteria in subdivision (a) and shall also comply with both the following requirements:

Exhibit K (For Grantee Packets)
AB 629 Compliance Form (For AFA Packets)

(1) It shall include information that the only certain way to prevent pregnancy is to abstain from sexual intercourse, and that the only certain way to prevent sexually transmitted diseases is to abstain from activities that have been proven to transmit sexually transmitted diseases.

(2) If the program is directed toward minors under the age of 12 years, it may, but is not required to, include information otherwise required pursuant to paragraph (7) of subdivision (a).

(c) A sexual health education program conducted by an outside agency at a publicly funded school shall comply with the requirements of Section 51934 of the Education Code if the program addresses HIV/AIDS and shall comply with Section 51933 of the Education Code if the program addresses pregnancy prevention and sexually transmitted diseases other than HIV/AIDS.

(d) An applicant for funds to administer a sexual health education program shall attest in writing that its program complies with all conditions of funding, including those enumerated in this section. A publicly funded school receiving only general funds to provide comprehensive sexual health instruction or HIV/AIDS prevention instruction shall not be deemed an applicant for the purposes of this subdivision.

(e) If the program is conducted by an outside agency at a publicly funded school, the applicant shall indicate in writing how the program fits in with the school's plan to comply fully with the requirements of the California Comprehensive Sexual Health and HIV/AIDS Prevention Education Act, Chapter 5.6 (commencing with Section 51930) of the Education Code. Notwithstanding Section 47610 of the Education Code, "publicly funded school" includes a charter school for the purposes of this subdivision.

(f) Monitoring of compliance with this division shall be integrated into the grant monitoring and compliance procedures. If the agency knows that a grantee is not in compliance with this section, the agency shall terminate the contract or take other appropriate action.

(g) This section shall not be construed to limit the requirements of the California Comprehensive Sexual Health and HIV/AIDS Prevention Education Act (Chapter 5.6 (commencing with Section 51930) of Part 28 of the Education Code).

(h) This section shall not apply to one-on-one interactions between a health practitioner and his or her patient in a clinical setting.

151003. This division shall apply only to grants that are funded pursuant to contracts entered into or amended on or after January 1, 2008.