

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

DEPT: Health Services Agency *mag*

BOARD AGENDA # *B-5

Urgent Routine

AGENDA DATE September 16, 2008

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval of Contract 08-85523 with the California Department of Public Health, California Asthma Public Health Initiative, for the Enhancing Local Capacity to Address Asthma Priorities Program - Health Services Agency

STAFF RECOMMENDATIONS:

1. Approve the contract 08-85523 with the California Department of Public Health, California Asthma Public Health Initiative, for the Enhancing Local Capacity to Address Asthma Priorities (ELCAAP) Program, from October 1, 2008 through June 30, 2011.
2. Authorize the Health Services Agency Managing Director, or her designee, to sign the contract and any amendments thereafter.
3. Direct the Auditor Controller to increase appropriations and expenditures by \$65,000 as detailed in the Budget Journal form.

FISCAL IMPACT:

The term of this contract is from October 1, 2008 through June 30, 2011 for the maximum amount of \$195,000, with allocation of \$65,000 for each fiscal year. This is new grant funding which has not been included in the Public Health 2008-2009 Budget yet. This funding will be used for staffing and operational expenses. There is no additional cost to the County General Fund.

BOARD ACTION AS FOLLOWS:

No. 2008-657

On motion of Supervisor Grover, Seconded by Supervisor Monteith
and approved by the following vote,

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

Noes: Supervisors: None

Excused or Absent: Supervisors: Mayfield

Abstaining: Supervisor: None

1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

DISCUSSION:

In 2008, the California Department of Public Health approved the Strategic Plan for Asthma in California 2008 – 2012 (SPAC). This plan builds upon past accomplishments and supports new and continued collaborative local, regional, and statewide efforts to reduce the burden of asthma in five key goal areas. The California Asthma Public Health Initiative (CAPHI) proposes to work directly with up to six county health departments, beginning the Fall of 2008, to strategically and collaboratively facilitate local efforts to achieve the goals outlined in the Plan. Using funds from an appropriation from the Cigarette and Tobacco Products Surtax Fund (Prop 99), CAPHI plans to provide funding and technical assistance to six California counties for up to three years.

Based upon vigorous review of current asthma related health statistics, county demographics, interviews with key asthma stakeholders, assessment of existing county asthma funding, and identification of an active community asthma coalition, CAPHI has identified six counties in the Central Valley to be invited to participate in this pilot program. Stanislaus County is one of the six counties.

The overarching goals of the project, named Enhancing Local Capacity to Address Asthma Priorities (ELCAAP), are:

1. To reduce the burden of asthma through collaborative activities that are conceptualized, developed, implemented, and evaluated by community and county asthma stakeholders/leaders through a comprehensive and inclusive assessment of assets, needs and priorities.
2. To build and improve local health department (LHD) capacity to reduce the burden of asthma in California counties that are highly impacted by asthma.
3. To develop sustainable processes and resources that will effectively reduce the burden of asthma.
4. To align the county level needs assessment and related activities with the goals and objectives included in the new Strategic Plan for Asthma in California 2008 – 2012.
5. To support the dissemination of best practice tools and process created and evaluated by counties involved in this project to other California counties and LHDs.

To achieve these goals, the Health Services Agency's scope of work will include the following activities:

- Convene key county asthma stakeholders, through the existing Asthma Coalition, for the development of a comprehensive assessment of existing county level asthma assets, resources, and priorities for action.
- Utilize the Strategic Plan for Asthma in California (SPAC) to conduct a Comprehensive Assessment.

Approval of Contract 08-85523 with the California Department of Public Health, California Asthma Public Health Initiative, for the Enhancing Local Capacity to Address Asthma Priorities Program - Health Services Agency

Page 3

- Utilize the SPAC and the results from the Comprehensive Assessment to develop, in collaboration with stakeholders, a detailed Asthma Strategic Work Plan for Stanislaus County to be implemented in year 2 and 3.
- Develop, submit to CAPHI, and implement the detailed Asthma Strategic Work Plan.
- Evaluate performance and intervention outcomes of the Work Plan.
- Continual full participation in the ELCAAP program, including attending meetings and conferences, and the submission of all required reports.

Year one of the project will be the completion of the Comprehensive Assessment and the development of the detailed Asthma Strategic Work Plan. Years 2 and 3 will be the implementation of the work plan.

Funding for this new project will be used to support staffing requirements and other operational expenditures such as office supplies, printing, educational materials, travel, and to perform activities outlined in the scope of work.

POLICY ISSUE:

The Board of Supervisors' approval of the ELCAAP Contract will enable the Health Services Agency to work with partners and stakeholders to implement a plan to reduce the burden of asthma for Stanislaus County. This program supports the Board's priorities of *A healthy community* and *Effective partnerships*.

STAFFING IMPACT:

Existing staff will fulfill the program obligations associated with the recommended contract.

**County of Stanislaus: Auditor-Controller
Legal Budget Journal**

Database
Set of Books

FMS11IDB.CO.STANISLAUS.CA.US.PROD
County of Stanislaus

Balance Type		Budget
Category	* List - Text	Budget - Upload
Source	* List - Text	
Currency	* List - Text	USD
Budget Name	List - Text	LEGAL BUDGET
Batch Name	Text	
Journal Name	Text	
Journal Description	Text	
Journal Reference	Text	
Organization	List - Text	Stanislaus Budget Org

Upl	Fund	Org	Acc't	GL Proj	Loc	Misc	Other	Debit	Credit	Period	Line Description
								incr appropriations decr est revenue (format > number > general)	decr appropriations incr est revenue	Upper case MMM-YY List - Text	Text
	4	7	5	7	6	6	5				
PB	1402	1420398	25000	0000000	000000	000000	00000		65000	SEP-08	ELCAPP STATE GRA
PB	1402	1420398	50000	0000000	000000	000000	00000	25474		SEP-08	SALARIES
PB	1402	1420398	52010	0000000	000000	000000	00000	10190		SEP-08	BENEFITS
PB	1402	1420398	62600	0000000	000000	000000	00000	4986		SEP-08	OFFICE SUPPLIES
PB	1402	1420398	62630	0000000	000000	000000	00000	10000		SEP-08	PRINTING
PB	1402	1420398	60400	0000000	000000	000000	00000	1000		SEP-08	PHONES
PB	1402	1420398	62730	0000000	000000	000000	00000	1000		SEP-08	POSTAGE
PB	1402	1420398	67040	0000000	000000	000000	00000	2000		SEP-08	TRAVEL
PB	1402	1420398	74011	0000000	000000	000000	00000	5350		SEP-08	CAP CHARGES
PB	1402	1420398	63010	0000000	000000	000000	00000	5000		SEP-08	EDUCATIONAL

Totals: 65000 65000

Explanation:
New grant from the CA Dept of Public Health. Enhancing Local Capacity 1

Requesting Department		CEO	Data Entry	Auditors Office Only	
Signature	Signature	Keyed by	Prepared By	Approved By	
09/10/08	9/9/08			9-09-08	
Date	Date	Date	Date	Date	

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (CDPH Rev 7/08)

REGISTRATION NUMBER 12051008337463	AGREEMENT NUMBER 08-85523
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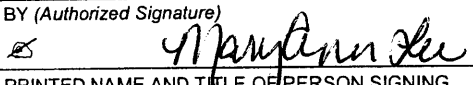

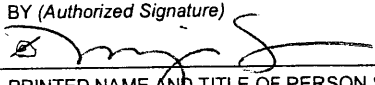
- This Agreement is entered into between the State Agency and the Contractor named below:
 STATE AGENCY'S NAME (Also referred to as CDPH or the State)
 California Department of Public Health
 CONTRACTOR'S NAME (Also referred to as Contractor)
 Stanislaus County Health Services Agency
- The term of this Agreement is: **October 1, 2008 through June 30, 2011**
 Contractor may not begin work until notified by CDPH that the agreement has been approved.
- The maximum amount of this Agreement is: **\$ 195,000**
 One hundred ninety-five thousand dollars
- The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of this Agreement.

Exhibit A – Scope of Work	13 pages
Exhibit B – Budget Detail and Payment Provisions	3 pages
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 C * – General Terms and Conditions	<u>GTC 307</u>
Exhibit D (S) – Special Terms and Conditions (Attached hereto as part of this agreement)	18 pages
Exhibit E – Additional Provisions	2 pages
Exhibit F – Contractor's Release	1 page
Exhibit G – Travel Reimbursement Information	2 pages

See Exhibit E, Provision 1 for additional incorporated exhibits.

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

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

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) Stanislaus County Health Services Agency		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 9/18/08	<div style="border: 2px solid black; padding: 10px; text-align: center;"> <p>APPROVED</p> <div style="border: 1px solid black; padding: 5px; display: inline-block;"> <p>OCT 0 2008</p> </div> <p>DEPT OF GENERAL SERVICES</p> </div>
PRINTED NAME AND TITLE OF PERSON SIGNING Mary Ann Lee / Managing Director		
ADDRESS 830 Scenic Drive Modesto, CA 95353		
STATE OF CALIFORNIA		
AGENCY NAME California Department of Public Health		<input type="checkbox"/> Exempt per: 
BY (Authorized Signature) 	DATE SIGNED (Do not type) 9/25/08	
PRINTED NAME AND TITLE OF PERSON SIGNING Margie Sunahara, Chief, Contract Management Unit		
ADDRESS 1501 Capitol Avenue, Suite 71.5178, MS 1802, PO Box 997377 Sacramento, CA 95899-7377		



MARK B HORTON, MD, MSPH
Director

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



ARNOLD SCHWARZENEGGER
Governor

July 28, 2008

Dear Stanislaus County Health Services Agency:

SUBJECT: AGREEMENT NUMBER: 08-85523

This letter provides important information to facilitate your processing of this contract and its related documents. First, since time is of the essence in securing an executed agreement, we are transmitting these documents to you electronically. You will need to print out, sign, and return the items listed below. Second, the California Department of Public Health (CDPH) has standardized its contracting procedures and agreement formats. The enclosed Standard Agreement (STD 213, or agreement face sheet) references on-line general terms and conditions (GTC-307) that are not attached to the agreement. The cited terms may be accessed at this Internet site:
<http://www.ols.dgs.ca.gov/Standard+Language/default.htm>.

Required action is noted by each checked/checked item. **Return all item(s)** as soon as possible to the address identified below:

- Print out and sign (must be original signatures) 2 copies of the Standard Agreement (STD 213, or agreement face sheet).
- Go to <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>, locate CCC-307 (Contractor Certification Clause) that correlates with GTC-307 (Exhibit C) cited on the STD 213. Read the entire CCC-307, print it out and sign the first page. Failure to return a signed CCC-307 will prohibit CDPH from doing business with your county.
- A copy of the Board Resolution authorizing this agreement.

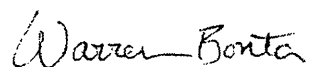
Return all signed designated materials to the following address by overnight mail:

Attention: Warren Bonta
California Department of Public Health
California Asthma Public Health Initiative
1616 Capitol Avenue, Suite 74.420, MS 7210
Sacramento, CA 95814

The enclosed agreement is not binding until signed by both parties and approved by the appropriate state control agency. No services are to be provided prior to approval as CDPH is not obligated to make any payment prior to final approval. Unless otherwise instructed, do not invoice CDPH for services rendered under this agreement until a copy of the fully executed agreement is received. A copy of the approved agreement will be distributed to you after it is fully executed.

For inquiries regarding this letter or the agreement, please contact me at (916) 552-9964. Expeditious handling of this agreement is appreciated. Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Warren Bonta".

Warren Bonta
Health Program Specialist

Enclosures

**Exhibit A
Scope of Work**

1. Service Overview

The Stanislaus County Health Services Agency (Contractor) agrees to provide the following services to the California Department of Public Health (CDPH).

The Contractor will work with California Asthma Public Health Initiative (CAPHI) program staff in CDPH (State) to lead the planning and implementation of a county-level asthma program, utilizing the new *Strategic Plan for Asthma in California, 2008-2012* (SPAC). The CAPHI **Enhancing Local Capacity to Address Asthma Priorities (ELCAAP)** Program targets selected counties in the Central Valley that experience a high burden of asthma and related morbidity and mortality. The ELCAAP Program provides funding, training, guidance, leadership and technical assistance to participating counties to support development, implementation, and evaluation of a county-health-department-led, collaborative, and comprehensive effort to address asthma across all five goal areas of the new SPAC. CDPH ELCAAP contracts with county health departments will develop core capacity to address asthma priorities at the local level and provide a platform for continued efforts to dramatically reduce the impact of asthma in the Central Valley.

2. Project Representatives

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

California Department of Public Health Kathleen Acree, MD Telephone: (916) 552-9900 Fax: (916) 552-9729 E-mail: Kathleen.Acree@cdph.ca.gov	Stanislaus County Health Services Agency Cleopathia Moore, Associate Director Telephone (209) 558-6010 Fax (209) 558-8008 Email: cmoore@schsa.org
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B. Direct all inquiries to:

California Department of Public Health California Asthma Public Health Initiative Attention: Warren Bonta P.O. Box 997377, MS 7210 Sacramento, CA 95899-7377 Telephone: (916) 552-9964 Fax: (916) 552-9910 E-mail: Warren.Bonta@cdph.ca.gov	Stanislaus County Health Services Agency Cleopathia Moore, Associate Director 830 Scenic Drive Modesto, CA 95353 Telephone (209) 558-6010 Fax (209) 558-8008 Email: cmoore@schsa.org
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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.

3. Subcontractor Requirements

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

A. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing \$5,000 or more. Except as indicated in paragraph A3) herein, when securing subcontracts for services exceeding \$5,000, the Contractor shall obtain at least three bids or justify a sole source award.

Exhibit A
Scope of Work

- 1) The Contractor must provide in its request for authorization, all particulars necessary for evaluating the necessity or desirability of incurring such cost.
 - 2) The State may identify the information needed to fulfill this requirement.
 - 3) Subcontracts performed by the entities or for the service types listed below are exempt from the bidding and sole source justification requirements:
 - a) A local governmental entity or the federal government,
 - b) A State college or university from any State,
 - c) A Joint Powers Authority,
 - d) An auxiliary organization of a California State University or a California Community college,
 - e) A foundation organized to support the Board of Governors of the California Community Colleges,
 - f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,
 - g) Entities of any type that will provide subvention aid or direct services to the public,
 - h) Entities and/or service types identified as exempt from advertising in State Administrative Manual Section 1233 subsection 3. (View this publication at the following Internet address: <http://sam.dgs.ca.gov>),
 - i) Other academic institutions of higher education, or consortia of academic institutions of higher education (including private universities and educational institutes)
 - j) Entities whose name and budgeted costs have been submitted to CDPH in response to a competitive Invitation for Bid or Request for Proposal.
 - 4) Unless otherwise mandated by the funding agency (i.e., federal government), CDPH may only pay the Contractor's overhead charges or indirect costs on the first \$25,000 of each subcontract.
- B. Agreements with governmental or public entities and their auxiliaries, or a Joint Powers Authority
- 1) If the total amount of all subcontracts exceeds twenty-five percent (25%) of the total agreement amount or \$50,000, whichever is less and each subcontract is not with an entity or of a service type described in paragraph A3) herein, CDPH shall:
 - a) Obtain approval from the Department of General Services to use said subcontracts, or
 - b) If applicable, obtain a certification from the prime Contractor indicating that each subcontractor was selected pursuant to a competitive bidding process requiring at least three bids from responsible bidders, or
 - c) Obtain approval from the Secretary of the California Health and Human Services Agency to use said subcontracts.
 - 2) When the conditions of B1) apply, each subcontract that is not with a type of entity or of a service type described in paragraph A3) herein, shall not commence work before CDPH has obtained applicable prior approval to use said subcontractor. CDPH shall inform the Contractor when CDPH has obtained appropriate approval to use said subcontractors.
- C. CDPH reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this agreement.

Exhibit A
Scope of Work

- 1) Upon receipt of a written notice from CDPH requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by CDPH.
 - D. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of \$5,000 or more are subject to the prior review and written approval of CDPH. CDPH may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by CDPH.
 - E. Contractor shall maintain a copy of each subcontract entered into in support of this agreement and shall, upon request by CDPH, make said copies available for approval, inspection, or audit.
 - F. CDPH assumes no responsibility for the payment of subcontractors used in performance of this agreement. Contractor accepts sole responsibility for the payment of subcontractor used in performance of this agreement.
 - G. The Contractor is responsible for all performance requirements under this agreement even though performance may be carried out through a subcontract.
 - H. When entering into a consulting service agreement with CDPH, the Contractor may be required to supply budget detail for each subcontractor and/or each major subcontracted activity under this agreement.
 - 1) Budget detail format and submission requirements will be determined by CDPH.
 - 2) Methods of including budget detail in this agreement, if applicable, will be determined by CDPH.
 - 3) Any subcontractor budget detail displayed in this agreement, or incorporated by reference, is included for information purposes only. Changes to a subcontractor's identity or budget detail shall not require the processing of a formal amendment to this agreement.
 - I. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this agreement.
 - J. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

"(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from CDPH, any pertinent books, documents, papers and records related to this subcontract, to permit CDPH or any duly authorized representative to have access to, examine or audit such records, and to allow interviews of any employees who might reasonably have information related to such records."
 - K. Unless otherwise stipulated in writing by CDPH, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this agreement.
 - L. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to this agreement.
4. See the following pages for a detailed description of the services to be performed.

**Exhibit A
Scope of Work**

GOAL 1: Convene key county asthma stakeholders for the purpose of developing a comprehensive assessment of existing county-level asthma assets, resources, and priorities for action during the 3-years of the Enhancing Local Capacity to Address Asthma Priorities (ELCAAP) program.

Major Objective(s)	Major Functions, Tasks, and Activities	Time Line	Performance Measures and/or Deliverables
1-1. Identify County Health Department representative(s) who will <i>lead</i> county ELCAAP program activities.	1-1.1. County Health Officer identifies representative(s) from the Health Department to <i>lead</i> all county ELCAAP activities.	October 1, 2008 – October 31, 2008	1-1.1. County Health Officer provides name and contact information for designated representative to CAPHI team.
1-2. Identify County Health Department representative(s) who will <i>coordinate</i> all county ELCAAP program activities.	1-2.1. County Health Officer identifies representative(s) from the Health Department to <i>coordinate</i> all county ELCAAP activities.	October 1, 2008 – October 31, 2008	1-2.1. County Health Officer provides name and contact information for designated representative to CAPHI team.
1-3. Identify and invite representatives of relevant county organizations and asthma stakeholders to participate in a county asthma collaborative and perform a Comprehensive County Asthma Assessment using the tool provided at www.betterasthmacare.org .	1-3.1. Contractor will lead the identification and invitation of key stakeholders to participate in the county asthma collaborative, including, but not limited to the following organizations and stakeholders: <ul style="list-style-type: none"> A. County health department B. Local asthma coalition C. Local lung association D. County health plan(s) E. County school district(s) F. Regional Air Quality District(s)/Air Pollution Control District(s) G. Primary care providers (i.e. physicians, nurse practitioners, nurses, health educators, respiratory therapists, pharmacists) H. Emergency and hospital care providers I. Individuals with asthma 	October 1, 2008 – November 15, 2008	1-3.1. Contractor will submit a list of all stakeholders (including the organization and/or constituency they represent) who will participate in the county asthma collaborative to CAPHI team by November 15, 2008.

**Exhibit A
Scope of Work**

GOAL 1: Convene key county asthma stakeholders for the purpose of developing a comprehensive assessment of existing county-level asthma assets, resources, and priorities for action during the 3-years of the ELCAAP program.

Major Objective(s)	Major Functions, Tasks, and Activities	Time Line	Performance Measures and/or Deliverables
	1-3.2. Provide updated list of active county asthma collaborative participants as part of quarterly progress reports.	October 1, 2008 – June 30, 2009	1-3.2. Provision of updated list of active county asthma collaborative participants confirmed by CAPHI team.
1-4. Establish and support regularly scheduled (at least monthly) county asthma collaborative meetings as necessary to accomplish the required Year 1 Scope of Work (SOW).	1-4.1. Provide meeting space, staff support, and coordination for collaborative meetings. 1-4.2. Develop schedule of county asthma collaborative meetings for Year 1.	October 1, 2008 – June 30, 2009	1-4.1. & 2. Monthly (and other) scheduled meeting participant lists, materials, agendas, and minutes provided to CAPHI team.

**Exhibit A
Scope of Work**

GOAL 2: Utilize the new Strategic Plan for Asthma in California, 2008-2012 (SPAC), available at www.betterasthmacare.org, to conduct a comprehensive assessment of existing county-level asthma activities, resources, assets, challenges, and priorities for action.

Major Objective(s)	Major Functions, Tasks, and Activities	Time Line	Performance Measures and/or Deliverables
<p>2-1. Work with the county asthma collaborative identified in goal 1, solicit additional information and input from key informants, and utilize the CAPHI ELCAAP Comprehensive County Asthma Assessment Tool to examine county level activities and opportunities for improvement for each of the SPAC's five goals.</p>	<p>2-1.1. CAPHI Comprehensive County Asthma Assessment completed for SPAC goal 1.</p> <p>2-1.2. CAPHI Comprehensive County Asthma Assessment completed for SPAC goal 2.</p> <p>2-1.3. CAPHI Comprehensive County Asthma Assessment completed for SPAC goal 3.</p> <p>2-1.4. CAPHI Comprehensive County Asthma Assessment completed for SPAC goal 4.</p> <p>2-1.5. CAPHI Comprehensive County Asthma Assessment completed for SPAC goal 5.</p>	<p>October 1, 2008 – December 1, 2008</p> <p>October 1, 2008 – December 1, 2008</p> <p>October 1, 2008 – January 15, 2009</p> <p>October 1, 2008 – February 15, 2009</p> <p>October 1, 2008 – February 15, 2009</p>	<p>2-1.1. Comprehensive County Asthma Assessment completed and submitted for SPAC goal 1 no later than December 1, 2008.</p> <p>2-1.2. Comprehensive County Asthma Assessment completed and submitted for SPAC goal 2 no later than December 1, 2008.</p> <p>2-1.3. Comprehensive County Asthma Assessment completed and submitted for SPAC goal 3 no later than January 15, 2009.</p> <p>2-1.4. Comprehensive County Asthma Assessment completed and submitted for SPAC goal 4 no later than February 15, 2009.</p> <p>2-1.5. Comprehensive County Asthma Assessment completed and submitted for SPAC goal 5 no later than February 15, 2009.</p>
<p>2-2. Respond to written comments provided by CAPHI team on Comprehensive County Asthma Assessment.</p>	<p>2-2.1. County asthma collaborative develops revisions to Comprehensive County Asthma Assessment for SPAC goals 1-5 in response to CAPHI team comments.</p>	<p>December 15, 2009 – March 15, 2009</p>	<p>2-2.1. Final Comprehensive County Asthma Assessment for SPAC goals 1-5 completed and submitted to CAPHI team no later than March 15, 2009.</p>

**Exhibit A
Scope of Work**

GOAL 3: Utilize the new SPAC and the Comprehensive County Asthma Assessment completed in SOW Goal 2 to develop a prioritized list of at least two objectives/strategies for each of the five SPAC goals for implementation during Years 2 and 3.

Major Objective(s)	Major Functions, Tasks, and Activities	Time Line	Performance Measures and/or Deliverables
3-1. Work with the county asthma collaborative to develop a prioritized list of <i>at least</i> two objectives/strategies and related interventions for each of the SPAC's five goal areas for implementation during Years 2 and 3.	3-1.1. Utilize the Comprehensive County Asthma Assessment to identify at least two objectives/strategies and related interventions for each of the SPAC's five goal areas for implementation during Years 2 & 3.	January 1, 2009 – March 31, 2009	3-1.1. Contractor submits the prioritized list of county asthma objectives/strategies and related interventions to CAPHI team no later than March 30, 2009.
3-2. Respond to written comments provided by CAPHI team on prioritized county asthma objectives/strategies and related interventions.	3-2.1. Develop revisions to the prioritized county asthma objectives/strategies and related interventions in response to CAPHI team comments.	April 1, 2009 – April 30, 2009	3-2.1. Final prioritized list of county asthma objectives/strategies and related interventions submitted to CAPHI team no later than April 30, 2009.

**Exhibit A
Scope of Work**

GOAL 4: Develop and submit detailed Asthma Strategic Work Plans for accomplishing each of the prioritized county asthma interventions identified in SOW Goal 3 (work plans will include implementation, evaluation, and sustainability components).

Major Objective(s)	Major Functions, Tasks, and Activities	Time Line	Performance Measures and/or Deliverables
4-1. Work with the county asthma collaborative to develop detailed Asthma Strategic Work Plans for each of the prioritized county asthma interventions identified in SOW Goal 3.	4-1.1. Develop detailed implementation plans for each prioritized intervention. 4-1.2. Develop detailed evaluation plans for each prioritized intervention. 4-1.3. Develop detailed sustainability plans for each prioritized intervention.	March 15, 2009 – May 31, 2009	4-1.1., 2., & 3. Contractor submits detailed components of the Asthma Strategic Work Plans as specified to CAPHI team.
4-2. Respond to written comments provided by CAPHI team on submitted Asthma Strategic Work Plans.	4-2.1. Develops revisions to Asthma Strategic Work Plans in response to CAPHI team comments.	June 1, 2009 – June 30, 2009	4-2.1. Final Asthma Strategic Work Plans completed and submitted to CAPHI team.

**Exhibit A
Scope of Work**

GOAL 5: Contractor staff will commit to participate fully in the ELCAAP Program. This includes participation in scheduled meetings and CAPHI technical assistance (TA) and conference calls, as well as completing and submitting required progress reports to the CAPHI team.

Major Objective	Major Functions, Tasks, and Activities	Time Line	Performance Measures and/or Deliverables
5-1. Key contractor staff will commit to and sign copies of the Memorandum of Understanding (MOU, provided at www.betterasthmacare.org) that identifies ELCAAP Roles and Responsibilities.	5-1.1. The Health Department Director, Health Officer or designee, and ELCAAP Program Coordinator will each sign and submit an MOU to the CAPHI team.	October 1, 2008 – October 31, 2008	5-1.1. CAPHI team confirms the receipt of MOU's completed by key contractor staff.
5-2. Contractor staff will participate in all ELCAAP scheduled meetings.	5-2.1 Designated contractor representative(s) attends all scheduled training and annual meetings.	October 1, 2008 – June 30, 2009	5-2.1. Attendance by contractor representative(s) at all scheduled ELCAAP meetings confirmed by CAPHI team.
5-3. Contractor staff will actively participate in CAPHI monthly and quarterly TA conference calls.	5-3.1. Contractor representative(s) participate in scheduled ELCAAP teleconferences.	October 1, 2008 – June 30, 2009	5-3.1. Participation by contractor representative(s) in all scheduled conference calls confirmed by CAPHI team.
5-4. Contractor staff will complete and submit required quarterly and annual progress reports.	5-4.1. Contractor representative(s) coordinates completion and submission of quarterly and annual ELCAAP progress reports.	October 1, 2008 – June 30, 2009	5-4.1. Submission of all required quarterly and annual reports by specified due dates confirmed by CAPHI team.
5-5. Contractor staff will complete and submit an evaluation of the capacity, effectiveness, and sustainability of the county asthma collaborative formed during Year 1.	5-5.1. Designated contractor representative(s) coordinates completion and submission of ELCAAP county asthma collaborative evaluation.	May 1, 2009 – June 30, 2009	5-5.1. ELCAAP county asthma collaborative evaluation completed and submitted to CAPHI team by June 30,2009.

**Exhibit A
Scope of Work**

GOAL 6: Implement and evaluate in Year 2 the interventions identified in Year 1.

Major Objective(s)	Major Functions, Tasks, and Activities	Time Line	Performance Measures and/or Deliverables
<p>6-1. Work with the county asthma collaborative identified in Year 1 to implement and evaluate Strategic Work Plans for each of the prioritized county asthma interventions identified in Year 1.</p>	<p>6-1.1. Implement interventions for each prioritized objective/strategy.</p> <p>6-1.2. Evaluate interventions for each prioritized objective/strategy.</p> <p>6-1.3. Develop detailed sustainability plans for interventions for each prioritized objective/strategy.</p> <p>6-1.4. County asthma collaborative meets at least monthly to work on the implementation and evaluation of prioritized objectives/strategies.</p>	<p>July 1, 2009 – June 30, 2010</p> <p>July 1, 2009 - June 30, 2010</p> <p>July 1, 2009 - June 30, 2010</p> <p>July 1, 2009 - June 30, 2010</p>	<p>6-1.1., 2., and 3. Contractor submits reports on interventions as specified to CAPHI team.</p> <p>6-1.4. Evidence of (at least) monthly meetings by county asthma collaborative provided in quarterly and annual reports to CAPHI team.</p>
<p>6-2. Respond to written comments and TA provided by the CAPHI team during monthly teleconference calls and quarterly progress reports.</p>	<p>6-2.1. Incorporate TA/feedback from CAPHI team into ELCAAP-related efforts.</p>	<p>July 1, 2009 – June 30, 2010</p>	<p>6-2.1. Evidence of incorporation of TA/feedback from CAPHI team provided in quarterly ELCAAP reports.</p>

**Exhibit A
Scope of Work**

GOAL 7: Contractor staff will continue to participate fully in the ELCAAP Program. This includes participation in scheduled meetings and CAPHI TA and conference calls, as well as completing and submitting required progress reports to the CAPHI team.

Major Objective	Major Functions, Tasks, and Activities	Time Line	Performance Measures and/or Deliverables
7-1. Key contractor staff will continue to honor the MOU's (provided at www.betterasthmacare.org) that define ELCAAP Roles and Responsibilities.	7-1.1. Any necessary updates to the MOU's will be provided to the CAPHI team.	July 1, 2009 – June 30, 2010	7-1.1. CAPHI team will confirm that on-file MOU's completed by key contractor staff are current.
7-2. Contractor staff will participate in all ELCAAP scheduled meetings.	7-2.1. Designated contractor representative(s) attends all scheduled training and annual meetings.	July 1, 2009 – June 30, 2010	7-2.1. Attendance by contractor representative(s) in all scheduled ELCAAP meetings confirmed by CAPHI team.
7-3. Contractor staff will actively participate in CAPHI monthly and quarterly TA conference calls.	7-3.1. Designated contractor representative(s) participates in scheduled ELCAAP teleconferences.	July 1, 2009 – June 30, 2010	7-3.1. Participation by contractor representative(s) in all scheduled conference calls confirmed by CAPHI team.
7-4. Contractor staff will complete and submit required quarterly and annual progress reports.	7-4.1. Designated contractor representative(s) coordinates completion and submission of quarterly and annual ELCAAP progress reports.	July 1, 2009 – June 30, 2010	7-4.1. Submission of all required quarterly and annual reports by specified due dates confirmed by CAPHI team.

**Exhibit A
Scope of Work**

GOAL 8: Implement and evaluate in Year 3 interventions identified in Year 1.

Major Objective(s)	Major Functions, Tasks, and Activities	Time Line	Performance Measures and/or Deliverables
<p>8-1. Work with the county asthma collaborative identified in Year 1 to implement and evaluate Strategic Work Plans for each of the prioritized county asthma interventions identified in Year 1.</p>	<p>8-1.1. Implement interventions for each prioritized objective/strategy.</p> <p>8-1.2. Evaluate interventions for each prioritized objective/strategy.</p> <p>8-1.3. Develop detailed sustainability plans for interventions for each prioritized objective/strategy.</p> <p>8-1.4. County asthma collaborative meets at least monthly to work on the implementation and evaluation of prioritized objectives/strategies.</p> <p>8-1.5. All interventions identified in Year 1 are implemented and evaluated by June 30, 2011.</p>	<p>July 1, 2010 – June 30, 2011</p> <p>July 1, 2010 - June 30, 2011</p> <p>July 1, 2010 - June 30, 2011</p> <p>July 1, 2010 - June 30, 2011</p> <p>July 1, 2010 – June 30, 2011</p>	<p>8-1.1., 2., and 3. Contractor submits reports on interventions as specified to CAPHI team.</p> <p>8-1.4. Evidence of (at least) monthly meetings by county asthma collaborative in quarterly and final reports to CAPHI team.</p> <p>8-1.5. Summary of all completed intervention implementations and evaluations are included in final report.</p>
<p>8-2. Respond to written comments and TA provided by the CAPHI team during monthly teleconference calls and quarterly progress reports.</p>	<p>8-2.1. Incorporate TA/feedback from CAPHI team into ELCAAP-related efforts.</p>	<p>July 1, 2010 – June 30, 2011</p>	<p>8-2.1. Evidence of incorporation of TA/feedback from CAPHI team provided in quarterly ELCAAP reports.</p>

**Exhibit A
Scope of Work**

GOAL 9: Contractor staff will continue to participate fully in the ELCAAP Program. This includes participation in scheduled meetings and CAPHI TA and conference calls, as well as completing and submitting required progress reports to the CAPHI team.

Major Objective	Major Functions, Tasks, and Activities	Time Line	Performance Measures and/or Deliverables
9-1. Key contractor staff will continue to honor the MOU's (provided at www.betterasthmacare.org) that define ELCAAP Roles and Responsibilities.	9-1.1. Any necessary updates to the MOU's will be provided to the CAPHI team.	July 1, 2010 – June 30, 2011	9-1.1. CAPHI team will confirm that on-file MOU's completed by key contractor staff are current.
9-2. Contractor staff will participate in all ELCAAP scheduled meetings.	9-2.1. Designated contractor representative(s) attends all scheduled training and annual meetings.	July 1, 2010 – June 30, 2011	9-2.1. Attendance by contractor representative(s) in all scheduled ELCAAP meetings confirmed by CAPHI team.
9-3. Contractor staff will actively participate in CAPHI monthly and quarterly TA conference calls.	9-3.1. Designated contractor representative(s) participates in scheduled ELCAAP teleconferences.	July 1, 2010 – June 30, 2011	9-3.1. Participation by contractor representative(s) in all scheduled conference calls confirmed by CAPHI team.
9-4. Contractor staff will complete and submit required quarterly and final progress reports.	9-4.1. Designated contractor representative(s) coordinates completion and submission of quarterly and final ELCAAP progress reports.	July 1, 2010 – June 30, 2011	9-4.1. Submission of all required quarterly and final reports by specified due dates confirmed by CAPHI team.

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

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

Warren Bonta
California Department of Public Health
California Asthma Public Health Initiative
PO Box 997377, MS 7210
Sacramento, CA 95899-7377

- C. Invoices shall:
 - 1) Be prepared on the CDPH invoice document (incorporated by reference). Invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent actual expenses for the service performed under this contract.
 - 2) Bear the Contractor's name as shown on the agreement.
 - 3) Identify the billing and/or performance period covered by the invoice.
 - 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this agreement. Subject to the terms of this agreement, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by CDPH.
 - 5) Be submitted monthly. Invoices are due two months after the billing period; in other words, invoices for the month of August are due November first.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

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

Exhibit B
Budget Detail and Payment Provisions

4. Amounts Payable

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

- 1) \$65,000 for the budget period of 10/01/08 through 06/30/09.
- 2) \$65,000 for the budget period of 07/01/09 through 06/30/10.
- 3) \$65,000 for the budget period of 07/01/10 through 06/30/11.

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

5. Timely Submission of Final Invoice

A. A final undisputed invoice shall be submitted for payment no more than ninety (90) calendar days following the expiration or termination date of this agreement, unless a later or alternate deadline is agreed to in writing by the program contract manager. Said invoice should be clearly marked "Final Invoice", thus indicating that all payment obligations of the State under this agreement have ceased and that no further payments are due or outstanding.

B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written State approval of an alternate final invoice submission deadline. Written State approval shall be sought from the program contract manager prior to the expiration or termination date of this agreement.

C. The Contractor is hereby advised of its obligation to submit, with the final invoice, a "**Contractor's Release (Exhibit F)**" acknowledging submission of the final invoice to the State and certifying the approximate percentage amount, if any, of recycled products used in performance of this agreement.

6. Allowable Line Item Shifts

Subject to the prior review and approval of the contract manager, line item shifts of up to \$25,000 or ten percent of the annual contract total, whichever is less, may be made up to a cumulative maximum of \$25,000 or 10%, whichever is less, for all line item shifts over the life of the contract. There must be a substantial business justification for any shifts made. Fund shifts which increase Indirect line items are prohibited. Line item shifts may be proposed/requested by either the California Department of Public Health or the Contractor in writing and must not increase or decrease the total contract amount allocated. Any line item shifts must be approved in writing by the Deputy Director of the Division of Chronic Disease and Injury Control, or his or her designee, and must be sent to the Contracts Office within 10 days of approval for inclusion in contract folder. If the contract is formally amended, any line item shifts agreed to by the parties must be included in the amendment.

7. Expense Allowability / Fiscal Documentation

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

Exhibit B
Budget Detail and Payment Provisions

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

8. Recovery of Overpayments

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

Exhibit B, Attachment I
Budget
(Year 1)
(10/01/08 through 06/30/09)

Personnel

<u>Position Title and Number of Each</u>	<u>Monthly Salary</u>	<u>FTE %</u>	<u>Annual Cost*</u>
Staff Services Coordinator	\$4,716-4,952	30%	\$13,370
Health Educator	\$2,839-2,981	25%	\$ 6,707
Epidemiologist	\$5,711-5,997	10%	\$ 5,397

Total Personnel \$ 25,474

Fringe Benefits (40% of Personnel) \$ 10,190

Operating Expenses

<u>Expense Description</u>	<u>Cost</u>
Office supplies	\$ 4,986
Printing	\$ 6,000
Phone	\$ 1,000
Postage	\$ 1,000
Printed materials & supplies	\$ 4,000
Education & outreach materials	\$ 5,000

Total Operating Expenses \$ 21,986

Travel \$ 2,000

Indirect Costs (15% of personnel including fringe benefits) \$ 5,350

Total Costs \$ 65,000

*This budget period is nine months.

Exhibit B, Attachment II
Budget
(Year 2)
(07/01/09 through 06/30/10)

Personnel

<u>Position Title and Number of Each</u>	<u>Monthly Salary</u>	<u>FTE %</u>	<u>Annual Cost</u>
Project Coordinator	\$4,952-5,399	25%	\$15,900
Health Educator	\$2,981-3,190	15%	\$ 5,742
Epidemiologist	\$5,997-6,417	10%	\$ 7,700

Total Personnel \$ 29,342

Fringe Benefits (40% of Personnel) \$ 11,737

Operating Expenses

<u>Expense Description</u>	<u>Cost</u>
Office Supplies	\$ 3,759
Printing	\$10,000
Phone	\$ 1,000
Postage	\$ 1,000

Total Operating Expenses \$ 15,759

Travel \$ 2,000

Indirect Costs (15% of personnel including fringe benefits) \$ 6,162

Total Costs \$ 65,000

Exhibit B, Attachment III
Budget
(Year 3)
(07/01/10 through 06/30/11)

Personnel

<u>Position Title and Number of Each</u>	<u>Monthly Salary</u>	<u>FTE %</u>	<u>Annual Cost</u>
Project Coordinator	\$5,399-5,777	25%	\$17,331
Health Educator	\$3,190-3,413	15%	\$ 6,143
Epidemiologist	\$6,417-6,866	10%	\$ 8,239

Total Personnel \$ 31,713

Fringe Benefits (40% of Personnel) \$ 12,685

Operating Expenses

<u>Expense Description</u>	<u>Cost</u>
Office Supplies	\$ 2,942
Printing	\$ 7,000
Phone	\$ 1,000
Postage	\$ 1,000

Total Operating Expenses \$ 11,942

Travel \$ 2,000

Indirect Costs (15% of personnel including fringe benefits) \$ 6,660

Total Costs \$ 65,000

Special Terms and Conditions

(For State funded subvention, local assistance and direct service contracts and grant agreements)

The use of headings or titles throughout this exhibit is for convenience only and shall not be used to interpret or govern the meaning of any specific term or condition. The terms "contract", "Contractor" and "Subcontractor" shall also mean, "grant", "Grantee" and "Subgrantee" respectively.

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

Index of Special Terms and Conditions

1. Travel and Per Diem Reimbursement
2. Procurement Rules
3. Equipment Ownership / Inventory / Disposition
4. Subcontract Requirements
5. Income Restrictions
6. Audit and Record Retention
7. Site Inspection
8. Intellectual Property Rights
9. Prior Approval of Training Seminars, Workshops, or Conferences
10. Confidentiality of Information
11. Documents, Publications and Written Reports
12. Dispute Resolution Process
13. Financial and Compliance Audit Requirements
14. Novation Requirements
15. Payment Withholds
16. Performance Evaluation
17. Officials Not to Benefit
18. Four-Digit Date Compliance
19. Union Organizing
20. Contract Uniformity (Fringe Benefit Allowability)

1. Travel and Per Diem Reimbursement

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

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

2. Procurement Rules

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

a. Equipment definitions

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

- (1) **Major equipment:** A tangible or intangible item having a base unit cost of **\$5,000 or more** with a life expectancy of one (1) year or more and is either furnished by CDHS or the cost is reimbursed through this agreement. Software and videos are examples of intangible items that meet this definition.
- (2) **Minor equipment:** A tangible item having a base unit cost of **less than \$5,000** with a life expectancy of one (1) year or more that is listed on the CDHS Asset Management Unit's Minor Equipment List and is either furnished by CDHS or the cost is reimbursed through this agreement. Contractors may obtain a copy of the Minor Equipment List by making a request through the CDHS program contract manager.
- (3) **Miscellaneous property:** A specific tangible item with a life expectancy of one (1) year or more that is either furnished by CDHS or the cost is reimbursed through this agreement. Examples include, but are not limited to: furniture (excluding modular furniture), cabinets, typewriters, desktop calculators, portable dictators, non-digital cameras, etc.

b. **Government and public entities** (including state colleges/universities and auxiliary organizations), whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this agreement. Said procurements are subject to Paragraphs d through h of Provision 2. Paragraph c of Provision 2 shall also apply, if equipment purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.

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

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

To secure equipment above the annual maximum limit of \$50,000, the Contractor shall make arrangements through the appropriate CDHS program contract manager, to have all remaining equipment purchased through CDHS' Purchasing Unit. The cost of equipment purchased by or through CDHS shall be deducted from the funds available in this agreement. Contractor shall submit to the CDHS program contract manager a list of equipment specifications for those items that the State must procure. The State may pay the vendor

directly for such arranged equipment purchases and title to the equipment will remain with CDHS. The equipment will be delivered to the Contractor's address, as stated on the face of the agreement, unless the Contractor notifies the CDHS program contract manager, in writing, of an alternate delivery address.

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

3. Equipment Ownership / Inventory / Disposition

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

- a. Wherever the term equipment and/or miscellaneous property is used in Provision 3, the definitions in Provision 2, Paragraph a shall apply.

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

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

Upon receipt of equipment and/or miscellaneous property, the Contractor shall report the receipt to the CDHS program contract manager. To report the receipt of said items and to receive property tags, the Contractor shall use a form or format designated by CDHS' Asset Management Unit. If the appropriate form (i.e., Contractor Equipment Purchased with CDHS Funds) does not accompany this agreement, Contractor shall request a copy from the CDHS program contract manager.

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

(a) Include in the inventory report, equipment and/or miscellaneous property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).

(b) Submit the inventory report to CDHS according to the instructions appearing on the form or issued by the CDHS program contract manager.

(c) Contact the CDHS program contract manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or miscellaneous property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by CDHS' Asset Management Unit.

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

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

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

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

- e. Unless otherwise stipulated by the program funding this agreement, equipment and/or miscellaneous property purchased/reimbursed with agreement funds or furnished by CDHS under the terms of this agreement, shall only be used for performance of this agreement or another CDHS agreement.
- f. Within sixty (60) calendar days prior to the termination or end of this agreement, the Contractor shall provide a final inventory report of equipment and/or miscellaneous property to the CDHS program contract manager and shall, at that time, query CDHS as to the requirements, including the manner and method, of returning state equipment and/or miscellaneous property to CDHS. Final disposition of equipment and/or miscellaneous property shall be at CDHS expense and according to CDHS instructions. Equipment and/or miscellaneous property disposition instructions shall be issued by CDHS immediately after receipt of the final inventory report. At the termination or conclusion of this agreement, CDHS may at its discretion, authorize the continued use of state equipment and/or miscellaneous property for performance of work under a different CDHS agreement.

g. **Motor Vehicles**

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

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

Automobile Liability Insurance

- (a) The Contractor, by signing this agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of \$1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by CDHS under the terms of this agreement, to the Contractor and/or Subcontractor.
- (b) The Contractor and/or Subcontractor shall, as soon as practical, furnish a copy of the certificate of insurance to the CDHS program contract manager.

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

4. Subcontract Requirements

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

- a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing \$5,000 or more. Except as indicated in Paragraph a(3) herein, when securing subcontracts for services exceeding \$5,000, the Contractor shall obtain at least three bids or justify a sole source award.
 - (1) The Contractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.
 - (2) The State may identify the information needed to fulfill this requirement.
 - (3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:
 - (a) A local governmental entity or the federal government,
 - (b) A State college or university from any State,
 - (c) A Joint Powers Authority,

- (d) An auxiliary organization of a California State University or a California community college,
 - (e) A foundation organized to support the Board of Governors of the California Community Colleges,
 - (f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,
 - (g) Entities of any type that will provide subvention aid or direct services to the public,
 - (h) Entities and/or service types identified as exempt from advertising in State Administrative Manual Section 1233 subsection 3. View this publication at the following Internet address: <http://sam.dqs.ca.gov>.
- b. CDHS reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this agreement.
- (1) Upon receipt of a written notice from CDHS requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by CDHS.
- c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of \$5,000 or more are subject to the prior review and written approval of CDHS. CDHS may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by CDHS.
- d. Contractor shall maintain a copy of each subcontract entered into in support of this agreement and shall, upon request by CDHS, make copies available for approval, inspection, or audit.
- e. CDHS assumes no responsibility for the payment of subcontractors used in the performance of the agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this agreement.
- f. The Contractor is responsible for all performance requirements under this agreement even though performance may be carried out through a subcontract.
- g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this agreement.
- h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:
- "(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from CDHS to the Contractor, to permit CDHS or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."
- i. Unless otherwise stipulated in writing by CDHS, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this agreement.
- j. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 17.

5. Income Restrictions

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

6. Audit and Record Retention

(Applicable to agreements over \$10,000.)

- a. The Contractor and/or Subcontractor shall maintain books, records, documents, and other evidence, accounting procedures, and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purposes of this provision.
- b. The Contractor's and/or Subcontractor's facility or office or such part thereof as may be engaged in the performance of this agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- c. Contractor agrees that CDHS, the Department of General Services, the Bureau of State Audits, or their designated representatives shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this agreement. (GC 8546.7, CCR Title 2, Section 1896).
- d. The Contractor and/or Subcontractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this agreement, or by subparagraphs (1) or (2) below.
 - (1) If this agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
 - (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- e. The Contractor and/or Subcontractor shall comply with the above requirements and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code § 10115.10, if applicable.
- f. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this agreement, reduce its accounts, books and records related to this agreement to microfilm, computer disk, CD ROM, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

7. Site Inspection

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

8. Intellectual Property Rights

a. Ownership

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

b. Retained Rights / License Rights

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

c. Copyright

- (1) Contractor agrees that for purposes of copyright law, all works [as defined in Section a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to CDHS to any work product made, conceived, derived from, or reduced to practice by Contractor or CDHS and which result directly or indirectly from this agreement.
- (2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDHS and which result directly or indirectly from this agreement, shall include CDHS' notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2006, etc.], California Department of Health Services. This material may not be reproduced or disseminated without prior written permission from the California Department of Health Services." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

d. Patent Rights

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

e. Third-Party Intellectual Property

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

f. Warranties

(1) Contractor represents and warrants that:

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

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

g. Intellectual Property Indemnity

- (1) Contractor shall indemnify, defend and hold harmless CDHS and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of CDHS' use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDHS and which result directly or indirectly from this agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this agreement. CDHS reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against CDHS.
- (2) Should any Intellectual Property licensed by the Contractor to CDHS under this agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve CDHS' right to use the licensed Intellectual Property in accordance with this agreement at no expense to CDHS. CDHS shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for CDHS to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, CDHS shall be entitled to a refund of all monies paid under this agreement, without restriction or limitation of any other rights and remedies available at law or in equity.
- (3) Contractor agrees that damages alone would be inadequate to compensate CDHS for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges CDHS would suffer irreparable harm in the event of such breach and agrees CDHS shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

h. Federal Funding

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

i. Survival

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

9. Prior Approval of Training Seminars, Workshops or Conferences

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

10. Confidentiality of Information

- a. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this agreement or persons whose names or identifying information become available or are disclosed to the Contractor, his/her employees, agents, or subcontractors as a result of services performed under this agreement, except for statistical information not identifying any such person.
- b. The Contractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this agreement.
- c. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDHS program contract manager all requests for disclosure of such identifying information not emanating from the client or person.
- d. The Contractor shall not disclose, except as otherwise specifically permitted by this agreement or authorized by the client, any such identifying information to anyone other than CDHS without prior written authorization from the CDHS program contract manager, except if disclosure is required by State or Federal law.
- e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

11. Documents, Publications and Written Reports

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

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

12. Dispute Resolution Process

- a. A Contractor grievance exists whenever there is a dispute arising from CDHS' action in the administration of an agreement. If there is a dispute or grievance between the Contractor and CDHS, the Contractor must seek resolution using the procedure outlined below.
 - (1) The Contractor should first informally discuss the problem with the CDHS program contract manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. Should

the Contractor disagree with the Branch Chief's decision, the Contractor may appeal to the second level.

- (2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.
- b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5, commencing with Section 251, California Code of Regulations.)
- c. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.
- d. Unless otherwise stipulated in writing by CDHS, all dispute, grievance and/or appeal correspondence shall be directed to the CDHS program contract manager.
- e. There are organizational differences within CDHS' funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the CDHS program contract manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

13. Financial and Compliance Audit Requirements

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

agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, and/or

- (3) If the Contractor is a State or Local Government entity or Nonprofit organization (as defined by the Federal Office of Management and Budget [OMB] Circular A-133) and expends \$500,000 or more in Federal awards, the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in OMB Circular A-133 entitled "Audits of States, Local Governments, and Non-Profit Organizations". An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:
- (a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or
 - (b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.
- (4) If the Contractor submits to CDHS a report of an audit other than an OMB A-133 audit, the Contractor must also submit a certification indicating the Contractor has not expended \$500,000 or more in federal funds for the year covered by the audit report.
- d. Two copies of the audit report shall be delivered to the CDHS program funding this agreement. The audit report must identify the Contractor's legal name and the number assigned to this agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the CDHS program contract manager shall forward the audit report to CDHS' Audits and Investigations Unit if the audit report was submitted under Section 13C(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.
 - e. The cost of the audits described herein may be included in the funding for this agreement up to the proportionate amount this agreement represents of the Contractor's total revenue. The CDHS program funding this agreement must provide advance written approval of the specific amount allowed for said audit expenses.
 - f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.
 - g. Nothing in this agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.
 - h. Nothing in this provision limits the authority of the State to make audits of this contract, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.
 - i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.

14. Novation Requirements

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

agreement to formally implement the approved proposal.

15. Payment Withholds

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

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

16. Performance Evaluation

(Not applicable to grant agreements.)

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

17. Officials Not to Benefit

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

18. Four-Digit Date Compliance

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

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

19. Union Organizing

(Applicable only to grant agreements.)

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

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

20. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

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

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

(a) **Example No. 1:**

If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a

contract period of one year. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of the agreement, the Contractor during a one-year agreement term may only claim up to three weeks of vacation and twelve days of sick leave actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the agreement are not an allowable cost.

(b) Example No. 2:

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

(c) Example No. 3:

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

Exhibit E
Additional Provisions

1. Additional Incorporated Exhibits

A. 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 CDPH, as required by program directives. CDPH shall provide the Contractor with copies of said documents and any periodic updates thereto, under separate cover. CDPH will maintain on file, all documents referenced herein and any subsequent updates. They are also available at www.caasthma.org/enhancing_local_capacity.html

1) ELCAAP Program Invoice

2. Cancellation / Termination

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

3. Avoidance of Conflicts of Interest by Contractor

- A. CDPH intends to avoid any real or apparent conflict of interest on the part of the Contractor, subcontractors, or employees, officers and directors of the Contractor or subcontractors. Thus, CDPH reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Contractor to submit additional information or a plan for resolving the conflict, subject to CDPH review and prior approval.
- B. Conflicts of interest include, but are not limited to:
- 1) An instance where the Contractor or any of its subcontractors, or any employee, officer, or director of the Contractor or any subcontractor has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the contract would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the contract.

Exhibit E
Additional Provisions

- 2) An instance where the Contractor's or any subcontractor's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.
- C. If CDPH is or becomes aware of a known or suspected conflict of interest, the Contractor will be given an opportunity to submit additional information or to resolve the conflict. A Contractor with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by CDPH to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, the conflict will be grounds for terminating the contract. CDPH may, at its discretion upon receipt of a written request from the Contractor, authorize an extension of the timeline indicated herein.

4. Freeze Exemptions

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

Contractor's Release

Instructions to Contractor:

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

Submission of Final Invoice

Pursuant to **contract number** 08-85523 entered into between the State of California Department of Public Health (CDPH) and the Contractor (identified below), the Contractor does acknowledge that final payment has been requested via **invoice number(s)** _____, in the **amount(s) of \$** _____ and **dated** _____. If necessary, enter "See Attached" in the appropriate blocks and attach a list of invoice numbers, dollar amounts and invoice dates.

Release of all Obligations

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

Repayments Due to Audit Exceptions / Record Retention

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

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

Recycled Product Use Certification

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

Reminder to Return State Equipment/Property (If Applicable)

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

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

Patents / Other Issues

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

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

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

Signature of Contractor or Official Designee: _____ Date: _____

Printed Name/Title of Person Signing: _____

CDPH Distribution: Accounting (Original) Program

Travel Reimbursement Information
(Mileage Increase Effective 1/1/08.)

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

(1) Lodging (with receipts*):

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

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

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

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

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

- d. Out-of-state travel may only be reimbursed if such travel is necessitated by the scope or statement of work and has been approved in advance by the program with which the contract is held. For out-of-state travel, contractors may be reimbursed actual lodging expenses, supported by a receipt, and may be reimbursed for meals and supplemental expenses for each 24-hour period computed at the rates listed in c. (2) above. For all out-of-state travel, contractors/subcontractors must have prior CDPH written or verbal approval. Verbal approval shall be confirmed in writing (email or memo).
- e. In computing allowances for continuous periods of travel of less than 24 hours, consult the chart appearing on Page 2 of this exhibit.
- f. No meal or lodging expenses will be reimbursed for any period of travel that occurs within normal working hours, unless expenses are incurred at least 50 miles from headquarters.

Travel Reimbursement Information

Exhibit G (Continued)

- If any of the reimbursement rates stated herein is changed by DPA, no formal contract amendment will be required to incorporate the new rates. However, CDPH shall inform the contractor, in writing, of the revised travel reimbursement rates and the applicable effective date of any rate change.

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

- For transportation expenses, the contractor must retain receipts for parking; taxi, airline, bus, or rail tickets; car rental; or any other travel receipts pertaining to each trip for attachment to an invoice as substantiation for reimbursement. Reimbursement may be requested for commercial carrier fares; private car mileage; parking fees; bridge tolls; taxi, bus, or streetcar fares; and auto rental fees when substantiated by a receipt.
- Note on use of autos:** If a contractor uses his/her or a company car for transportation, the rate of reimbursement will be **50.5 cents** maximum per mile. If a contractor uses his/her or a company car "in lieu of" airfare, the air coach fare will be the maximum paid by the State. The contractor must provide a cost comparison upon request by the State. Gasoline and routine automobile repair expenses are not reimbursable.
- The contractor is required to furnish details surrounding each period of travel. Travel expense reimbursement detail may include, but not be limited to: purpose of travel, departure and return times, destination points, miles driven, mode of transportation, etc. Reimbursement for travel expenses may be withheld pending receipt of adequate travel documentation.
- Contractors are to consult with the program with which the contract is held to obtain specific invoicing procedures.

Per Diem Reimbursement Guide

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

Acronyms Used in this Agreement

CAPHI	California Asthma Public Health Initiative
CAPHI Team	CAPHI staff who support the ELCAAP program
CDPH	California Department of Public Health
ELCAAP	Enhancing Local Capacity to Address Asthma Priorities
ELCAAP Program Coordinator	Contractor staff person who coordinates ELCAAP
ELCAAP Program Team	Contractor staff supporting ELCAAP program
MOU	Memorandum of Understanding
SPAC	Strategic Plan for Asthma in California
SOW	Scope of Work
TA	Technical Assistance