

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

DEPT: Health Services Agency *MSA*

BOARD AGENDA # *B-12

Urgent Routine

AGENDA DATE December 8, 2009

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval for the Health Services Agency to Submit an Application to the California Department of Public Health (CDPH) for Funding Allocation of \$865,376 under the 2009-10 Centers for Disease Control (CDC) Public Health Emergency Response (H1N1) Phase III

STAFF RECOMMENDATIONS:

1. Approve the Health Services Agency submission of an application to the California Department of Public Health for a one time funding allocation of \$865,376 under the 2009-10 Centers for Disease Control (CDC) Public Health Emergency Response (H1N1) Phase III funding.
2. Authorize the Health Services Agency's Managing Director or her designee to sign the Agreement, and any amendments, and accept the funds when awarded.
3. Authorize the Chairman of the Board of Supervisors to sign the non-Supplantation Certification Form - Exhibit E to the Agreement.

(Continued on Page 2)

FISCAL IMPACT:

Although the CDC plans anticipate the possibility of three years of funding, the proposed Agreement will provide a one-time funding allocation for preparedness in response to the effects of the current H1N1 pandemic. Funds are to be used for activities specific to the management and mitigation of H1N1 Pandemic Influenza through the expansion of capabilities for the H1N1 mass vaccination program and other support and mitigation activities.

(Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2009-807

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

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

Noes: Supervisors: None

Excused or Absent: Supervisors: None

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.

Approval for the Health Services Agency to Submit an Application to the California Department of Public Health (CDPH) for Funding Allocation of \$865,376 under the 2009-10 Centers for Disease Control (CDC) Public Health Emergency Response (H1N1) Phase III
Page 2

STAFF RECOMMENDATIONS (Continued):

4. Direct the Auditor-Controller to increase the Health Services Agency Public Health budget by \$865,376 to support the use of the CDC H1N1 Phase III funding, as indicated in the Budget Journal form.

FISCAL IMPACT (Continued):

On October 27, 2009, the Board of Supervisors approved the comprehensive agreement with the California Department of Public Health which included multiple State and Federal Emergency Preparedness grants, including Phases I and II of the CDC's H1N1 Emergency Preparedness funding. The allocation of \$865,376 for the Phase III funding is in addition to those recently approved grants and requires a separate application and contract. Specific information about the Phase III funding, including the required work activities and the grant agreement document, were not yet available when the Board of Supervisors approved the comprehensive agreement on October 27, 2009.

This additional Emergency Preparedness funding for the H1N1 pandemic is for the period of July 31, 2009 through July 30, 2010.

This funding will be used to offset the expenses related to vaccination efforts in the County. Although a complex issue due to the restriction against supplantation, when applicable and compliant, this funding may also be critical to ensuring that Public Health operates within its approved budget while appropriately focusing on this present pandemic and threat to the public's health, workforce capacity and educational infrastructure. To clarify, many Public Health staff are paid for through various funding grants/contracts for specific work activities. In order to receive such funding, the staff must be providing service specific to that grant/contract. To the extent that certain staffing resources (i.e. Public Health nurses) are temporarily reassigned from such grant/contract scopes of work, to coordinate and/or provide vaccination services for the H1N1 pandemic, this CDC H1N1 Phase III funding may offset the probable incremental loss of the other categorical funding.

DISCUSSION:

Public Health Emergency Response (PHER) Phase III funds are being provided by the CDC to local health departments (LHD) to address gaps in capabilities for the H1N1 mass vaccination program and support activities related to implementation of the mass vaccination program. PHER Phase III funds can be used to support vaccine administration by the LHD as well as strengthen the capabilities of the private sector to administer vaccine.

LHDs are required to submit a mass vaccination plan to CDPH and complete a work plan and budget. The work plan should provide for specific activities that will be undertaken with PHER Phase III funds including both required and optional activities.

While the actual activities to be proposed by the Agency for approval from the State and CDC are actively being planned, the following describes the allowable activities under PHER Phase III. The scope of work under the proposed agreement will be a subset of the same and/or similar activities to those listed below.

Administration of Vaccine/Vaccine Clinics

- Administer vaccine or initiate contracts with community vaccinators that allow for termination for convenience and de-obligation of funds if services are not required.
- Coordinate with school districts to plan clinics at schools as one venue for delivery.
- Administer or promote immunization at settings that include but are not limited to
 - Routine LHD clinics, central and satellite;
 - Public hospitals;
 - Large scale clinics in a variety of settings, e.g. schools, mass vaccination
 - Local schools, public and private, serving persons 6 months --24 years of age;
 - WIC Agency staff and clients; and
 - Local correctional facilities, including those serving juveniles.
- Activities providing access to vaccinations to medically vulnerable populations and through mobile vaccination teams, home-based vaccination, institutional vaccination, outreach teams, or other similar means.

Vaccine Provider Recruitment and Allocation

- Determine the vaccine allocations following CDC Advisory Committee on Immunization Practices (ACIP) recommendations for target groups for public (e.g., local public health department clinics, schools, etc.) and private (e.g., private practitioner offices, private hospitals, commercial community vaccinators, etc.) administration sites. The approach should include:

Approval for the Health Services Agency to Submit an Application to the California Department of Public Health (CDPH) for Funding Allocation of \$865,376 under the 2009-10 Centers for Disease Control (CDC) Public Health Emergency Response (H1N1) Phase III

Page 4

- Recruitment and promotion of private providers including post-partum providers that serve ACIP target groups. ACIP target groups include:
 - pregnant women;
 - persons 6 months--24 years of age;
 - health care workers and emergency medical service personnel;
 - close contacts of young infants < age 6 months; and
 - persons 25--64 years with chronic medical conditions.
- Provide instructions for providers to register as vaccinators using the www.CALPANFLU.org website.
- Identify the process LHDs are using to generate priority list of vaccine providers.
- Description of how population estimates were determined for these vaccine providers.

Preparation of vaccinators

- Provide immunization training materials to local vaccinators with special emphasis on non "Vaccine for Children" program providers, especially those with limited experience.
- Provide Vaccine information sheets to all vaccinators.

Vaccine Tracking

- Indicate which option vaccine providers will use to enter vaccine usage. The required reporting options are either:
 - Enter patient data directly into the California Immunization Registry (CAIR); or
 - Report doses administered weekly using the www.CALPANFLU.org website reporting page.

Communications with internal and external partners

- Distribute materials and messages to vaccinators, other medical providers, and the public to address California's diverse cultural and language requirements.

Approval for the Health Services Agency to Submit an Application to the California Department of Public Health (CDPH) for Funding Allocation of \$865,376 under the 2009-10 Centers for Disease Control (CDC) Public Health Emergency Response (H1N1) Phase III

Page 5

- Send information to providers and the public to ensure that target groups for vaccination participated in the vaccination program.

Vaccine Safety Monitoring

- Provide educational outreach to vaccinators to encourage reporting of adverse events in the Vaccine Adverse Event Reporting System.
- Establish processes for timely identification and reporting of vaccine adverse events for H1N1 vaccines administered by the LHD.
- Provide timely reports to CDPH of vaccine adverse events.

Antiviral Distribution/Dispensing

LHDs should finalize planning for potential antiviral distribution/dispensing and administration: Planners need to assure availability of antivirals to individuals at greatest risk of morbidity and mortality from pandemic influenza.

Community Mitigation

Monitor implementation of community mitigation efforts in conjunction with the State community mitigation efforts:

- Monitor the implementation of community mitigation efforts in community settings;
- Define measures, intended and unintended effects of community mitigation and plan measurement tools accordingly; and
- Consider whether implemented community mitigation efforts reflect current epidemiological data.

Prepare Community for Social Distancing, Isolation, and Quarantine

- Partner with local critical infrastructure and community based organizations providing critical care such as in-home services to ensure continuity of operations while isolation orders are in effect.
- Ensure provisions and care of isolated persons or families (e.g. home delivery of meals and medications via a family member or "flu buddy").

Prepare Student Dismissal Guidance; coordinate with local school districts in planning for student dismissals for novel influenza A (e.g., H1N1) including:

- Partner with local school districts to ensure appropriate social distancing measures can be implemented (e.g. out door learning) to avoid student dismissals.
- Maintain student nutrition programs, through such mechanisms as home delivery through partnership with community based organizations.
- Continue learning opportunities through distance learning at home, take home packets, and teacher check-in via phone or email.
- Assist local educators to provide clear messaging about student dismissals for staff and families.

Restricting movement and cancellation of mass gatherings; plan for the potential of restriction of movement within the jurisdiction as a control measure such as:

- Partner with public transportation and businesses to ensure continuation of critical services and decrease viral spread.
- Partner with jurisdictional ports of entry (e.g., airlines) to minimize the impact of sick travelers.
- Publish messages addressing infection control and community mitigation measures.
- Partner with key community stakeholders to ensure minimal social disruption should mass gatherings be cancelled.

Social Networking and Communications with internal and external partners

- Use social networking opportunities to communicate with partners at the State and local level.
- Disseminate federal, state, and local information about community mitigation in their jurisdictions.

Approval for the Health Services Agency to Submit an Application to the California Department of Public Health (CDPH) for Funding Allocation of \$865,376 under the 2009-10 Centers for Disease Control (CDC) Public Health Emergency Response (H1N1) Phase III
Page 7

POLICY ISSUES:

Approval of this Agreement supports the Board's priorities of *A healthy community* by providing for mass vaccinations and mitigation activities to reduce the spread and manage the H1N1 influenza virus pandemic.

STAFFING IMPACT:

While most of the activities required under this funding will be absorbed by existing staffing resources, the Agency does anticipate a need for additional assistance. Although this funding opportunity may be extended for an additional one or two year period, without the assurance of sustainability, the Agency plans to obtain staffing resources through the use of extra-help part-time and/or Personal Services Contractor services, rather than request approval to fill an unfunded vacant position(s).

County of Stanislaus: Auditor-Controller Legal Budget Journal

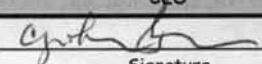
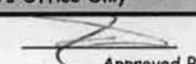
Database
Set of Books

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

Balance Type	* List - Text	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	FY10 HSA PH Budget Inc Request For Addl H1N1 Phase III Funding
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 appropriations	decr est revenue	incr est revenue		
4	7	5	7	6	6	5		(format > number > general)		MMM-YY	List - Text		
[P]	1402	1428622	50000	0000000	000000	000000	000000		77633			Nov-09	Salaries & Wages
[P]	1402	1428622	52000	0000000	000000	000000	000000		6095			Nov-09	Retirement
[P]	1402	1428622	52010	0000000	000000	000000	000000		10519			Nov-09	FICA
[P]	1402	1428622	53000	0000000	000000	000000	000000		19936			Nov-09	Group Health Insurance
[P]	1402	1428622	53020	0000000	000000	000000	000000		978			Nov-09	Unemployment Insurance
[P]	1402	1428622	54000	0000000	000000	000000	000000		1498			Nov-09	Workers Compensation Insurance
[P]	1402	1428622	55120	0000000	000000	000000	000000		175			Nov-09	Employee Assistance Program
[P]	1402	1428622	67040	0000000	000000	000000	000000		4400			Nov-09	Other Travel Expense
[P]	1402	1428622	62980	0000000	000000	000000	000000		4000			Nov-09	Exp. Computer Equip to \$5,000
[P]	1402	1428622	62020	0000000	000000	000000	000000		4698			Nov-09	Cinic Supplies
[P]	1402	1428622	62990	0000000	000000	000000	000000		9000			Nov-09	Exp. Equip to \$5,000
[P]	1402	1428622	62600	0000000	000000	000000	000000		6000			Nov-09	Office Supplies
[P]	1402	1428622	63000	0000000	000000	000000	000000		238376			Nov-09	Professional & Special Services
[P]	1402	1428622	60600	0000000	000000	000000	000000		6000			Nov-09	Food
[P]	1402	1428622	65020	0000000	000000	000000	000000		376385			Nov-09	Advertising
[P]	1402	1428622	65300	0000000	000000	000000	000000		5000			Nov-09	Rents & Lease Structure & Grounds
[P]	1402	1428622	62630	0000000	000000	000000	000000		70000			Nov-09	Outside Printing
[P]	1402	1428622	62730	0000000	000000	000000	000000		20000			Nov-09	Postage
[P]	1402	1428622	87500	0000000	000000	000000	000000		4683			Nov-09	Intrafund Charges
[P]	1402	1428622	46600	0000000	000000	000000	000000			865376		Nov-09	Operating Transfers in
[P]	1437	1470001	85850	0000000	000000	000000	000000		865376			Nov-09	Operating Transfers out
[P]	1437	1470001	28800	0000000	000000	000000	000000			865376		Nov-09	Federal - Other Revenue
Totals:								1730752	1730752				

Explanation: FY10 HSA PH Budget Increase Request For Additional H1N1 Phase III Funding

Requesting Department	CEO	Data Entry	Auditors Office Only
Laura Shinn			
Signature	Signature	Keyed by	Prepared By
11/24/2009	12/1/09		
Date	Date	Date	Approved By
			Date

**2009-10 CDC Public Health Emergency Response (PHER) Phase III
AGREEMENT**

1. This Agreement is entered into between the California Department of Public Health, herein after referred to as "CDPH" and the County of Stanislaus, herein after referred to as "LHD".
2. The term of this Agreement is:
 - July 31, 2009 through July 30, 2010 (CDC Public Health Emergency Response [PHER] H1N1) Phase III
3. The maximum amount payable under this Agreement is \$ 865,376, and is allocated as follows:
 - \$ 865,376, CDC PHER H1N1 Phase III Allocation. (7/31/09 – 7/30/10)
4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of this Agreement.

Exhibit A — Scope of Work	03 Pages
Exhibit B — Budget Detail and Budget Provisions	04 Pages
Exhibit B, Attachment 1, Criteria for Payments	01 Page
Exhibit C — Additional Provisions	02 Pages
Exhibit D(F) — Special Terms and Conditions (Federal)	26 Pages
Notwithstanding provisions 3, 4, 6, 12, 13, 17, 22, 23, 27, and 30 which do not apply to this Agreement.	
Exhibit E – Non-Supplantation Certification Form	01 Page

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

CONTRACTOR	
CONTRACTOR'S NAME	
County of Stanislaus	
BY (Authorized Signature)	DATE SIGNED (Do not type -signor must date)
PRINTED NAME AND TITLE OF PERSON SIGNING	
Mary Ann Lee, Managing Director	
APPROVED AS TO FORM: STANISLAUS COUNTY COUNSEL	
BY	
	
ADDRESS	
830 Scenic Dr., Modesto, CA 95350	
STATE OF CALIFORNIA	
AGENCY NAME	
California Department of Public Health	
BY (Authorized Signature)	DATE SIGNED
ADDRESS	
1615 Capitol Avenue, MS 7002, P.O. Box 997377, Sacramento, CA 95899-7377	

EXHIBIT A
2009-10 CDC Public Health Emergency Response (PHER) Phase III
Scope of Work

1. Service Overview

This Agreement is entered into between the California Department of Public Health, hereinafter referred to as "CDPH" and the County of Stanislaus, hereinafter referred to as the "LHD". LHD agrees to provide to CDPH the services described herein.

Activities must be in accordance with the Centers for Disease Control and Prevention (CDC) Public Health Emergency Response (PHER) Phase III Agreement Application 2009-10, Plan and Budget.

2. Service Location

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

3. Service Hours

The services shall be provided during normal LHD working hours and days, as well as other hours and days the LHD deems appropriate.

4. Project Representatives

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

Department of Public Health EPO Project Officer Tom Hoffman Telephone: (916) 522-8595 Fax: (916) 650-6420 Email: Tom.Hoffman@cdph.ca.gov	County of Stanislaus Renee Cartier Telephone: (209) 558-7035 Fax: (209) 558-8854 Email: rcartier@schsa.org
--	---

B. Direct all inquiries to:

Department of Public Health Emergency Preparedness Office Attention: Local Management Unit MS 7002 P.O. Box 997377 Sacramento, CA 95899-7377 Telephone: (916) 650-6416 Fax: (916) 650-6420	County of Stanislaus Renee Cartier 830 Scenic Dr Modesto, CA 95350 Telephone: (209) 558-7035 Fax: (209) 558-8854
--	--

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

5. Services to be Performed

LHD shall perform services as outlined in accordance with the Public Health Emergency Response (PHER) Phase III Agreement Application, Work Plans, and Budgets.

6. Allowable Informal Scope of Work Changes

- A. The LHD or CDPH may propose informal changes or revisions to the activities, tasks, deliverables and/or performance time frames specified in the Scope of Work (SOW), provided such changes do not alter the overall goals and basic purpose of the agreement.
- B. Informal SOW changes may include the substitution of specified activities or tasks; the alteration or substitution of agreement deliverables and modifications to anticipated completion/target dates.
- C. Informal SOW changes processed hereunder shall not require a formal agreement amendment, provided the LHD's annual budget does not increase or decrease as a result of the informal SOW change.
- D. Unless otherwise stipulated in this agreement, all informal SOW changes and revisions are subject to prior written approval by the CDPH.
- E. In implementing this provision, CDPH will provide a format for the LHD's use to request informal SOW changes.

7. Reporting Requirements

- A. Semi-annual written progress reports and expenditure reports must be submitted according to the schedule shown below. The purpose of the progress reports and expenditure reports are to document activities and expenditure of funds.

Start of each grant through 02/28/10	April 1, 2010
Start of each grant through end of each grant	November 1, 2010

- B. Each progress report shall include, but not be limited to, data and information required by statute and information needed to satisfy federal reporting and CDPH monitoring requirements. The reports shall be submitted in accordance with procedures and a format required by CDPH.

8. Expenditure and Program Requirements

- A. In accordance with the LHD signed Certification Against Supplanting (Exhibit E), funds shall not be used to supplant funding for existing levels of services and will only be used for the purposes designated herein.
- B. In executing this Agreement, the LHD assures that it will comply with the LHD Entity Public Health Emergency Response (PHER) Phase III Agreement Application, Work Plans and Budget approved by CDPH.
- C. Funds made available are limited to activities approved in the Work Plans and Budgets. Any changes to the Work Plans or Budgets need prior approval from CDPH before implementing. Any contracts or subcontracts needing approval from Project Officer must be submitted prior to spending those funds.

Exhibit B
2009-10 CDC Public Health Emergency Response (PHER) Phase III
Budget Detail and Payment Provisions

1. Payment Provisions

- A. CDPH will make payments to the LHD as authorized in State statute and in accordance with the annual expenditure authority granted to CDPH in the California Budget Act. Payments shall be made in accordance with Exhibit B, Attachment 1. Payment beyond the first quarter shall be contingent upon the approval of the LHD's funding Application, Work Plan, and Budget and satisfactory progress in implementing the provisions of the Work Plan, as determined by CDPH. Final payment is contingent upon receiving acceptable progress and expenditure reports submitted in accordance with timelines, formats and specifications to be provided by CDPH.
- B. Reconciliation with the payments shall be through a semi-annual expenditure report and an annual reconciliation report. These reports shall be submitted in accordance with timelines, formats and specifications to be provided by CDPH. Expenditure reports and annual reconciliation report should be sent to:
- California Department of Public Health
Emergency Preparedness Office
Attn: Local Management Unit
MS 7002
P.O. Box 997377
Sacramento, CA 95899-7377
- C. The LHD shall deposit advance federal fund payments received from CDPH into separate Trust Funds (hereafter called Federal Fund), established solely for the purposes of implementing the activities described in the LHD's approved Work Plan and Budget and Agreement before transferring or expending the funds for any of the uses allowed. CDPH requires that the LHD set up separate Federal Funds for CDC. As these funds are in the same project as PHER Phases I and II they may be included as part of the PHER Phase I and II trust fund.
- D. The LHD agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the LHD under this Agreement shall be deposited into the Federal Fund established solely for the purposes of implementing the activities described in the LHD's approved Work Plan and Budget and Agreement before transferring or expending the funds for any of the uses allowed.
- E. The interest earned on moneys in the Federal Fund shall accrue to the benefit of the Federal Fund and shall be expended for the same purposes as other moneys in the Federal Fund.

- F. Any refunds, rebates, credits, or other amounts in the Federal Fund shall accrue to the benefit of the Federal Fund and shall be expended for the same purposes as other moneys in the Federal Fund.
- G. Federal Fund reports will require the LHD City Auditor Controller's or other authorized signature, certifying each report's accuracy and availability of supporting documentation for the State's or the federal government's review.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act and/or other state statute 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, CDPH shall have no liability to pay any funds whatsoever to LHD or to furnish any other considerations under this Agreement and LHD shall not be obligated to perform any provisions of this Agreement except as to periods for which funding has been provided.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, CDPH shall have the option to either cancel this Agreement with no liability occurring to CDPH, or offer an Agreement amendment to LHD to reflect the reduced amount.

3. Amounts Payable

- A. The amount payable under this Agreement shall not exceed:
 - 1. \$ 865,376, CDC PHER H1N1 Phase III.

4. Redirection of Funds

Any redirection of funds requires prior approval by CDPH.

5. Federal Cooperative Agreement Funds

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

- C. It is mutually agreed that if Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

6. Accountability Requirements

- A. CDPH may recoup funds that are not spent for allowable purposes as specified in State statute and determined by CDPH. CDPH will notify the LHD prior to recouping such funds.
- B. CDPH may withhold payments if the LHD is not in compliance with the terms and conditions of this Agreement or the approved local funding Application, Work Plans and Budgets CDPH may withhold payments if the LHD cannot demonstrate progress toward protecting the jurisdiction from the threat of a bioterrorist attack, infectious disease outbreak or other public health threat or emergency as described in its progress and expenditure reports. CDPH may withhold or reduce payments if the LHD's expenditure reports indicate that quarterly payments remain unspent. CDPH will notify local health officials prior to withholding or reducing such payments.
- C. The LHD shall return unexpended funds unless carry over of such funds is approved by CDPH and CDC or the grant period is extended.
- D. The LHD shall maintain the supporting documentation that substantiates all expenditure reports for a minimum of seven years.
- E. Once every three years LHDs are subject to an audit by CDPH. The audit will consist of the review of financial records to ensure the existence of proper documentation and the propriety of claims submitted to the State for reimbursement. Such review will include substantive testing:
- To determine that recorded and reported program funds awarded are expended in accordance with terms of the grant Agreement with CDPH;
 - To determine that payments are for actual costs and reflect amounts billed to the State;
 - To determine that payments are for services rendered;
 - To determine that grant funds did not supplant existing levels of State and local funding for this program.

7. Unobligated Balances

At any time during the term of this Agreement, CDPH may request LHDs to identify unobligated funds. The presentation of this information shall be in a manner prescribed by CDPH to include identification of unobligated funds.

8. Terms of Agreement

- A. **CDC PHER H1N1 Phase III:** This Agreement provides the local funding award for the CDC federal cooperative Agreement Budget period July 31, 2009 through July 30, 2010. All services must be rendered by and purchases encumbered by July 30, 2010, unless grant is extended. Funds allocated under this Agreement must be liquidated by September 30, 2010.

**Exhibit B, Attachment 1 Criteria for Payments
2009-10 CDC Public Health Emergency Response (PHER) Phase III
2009-10 Agreement**

		CDC PHER H1N1 Phase III
1st Payment	Criteria	CDPH must receive following signed Agreement documents: <ul style="list-style-type: none"> • Agreement Page • Non Supplantation Certification Form • Certification Regarding Lobbying • Submission of Work Plan • Submission of Budget
	Payment	25% of CDC PHER H1N1 Phase III Allocation
2nd Payment	Criteria	<ul style="list-style-type: none"> • 1st Payment Criteria must be met • the Work plan and Budget must be approved • All required application documents must be submitted
	Payment	25% of CDC PHER H1N1 Phase III Allocation
3rd Payment	Criteria	<ul style="list-style-type: none"> • 1st & 2nd Payment Criteria must be met • prior year-end progress report must be submitted
	Payment	25% of CDC PHER H1N1 Phase III Allocation
Final Payment	Criteria	<ul style="list-style-type: none"> • 1st, 2nd & 3rd Payment Criteria must be met • current mid-year progress report must be submitted
	Payment	25% of CDC PHER H1N1 Phase III Allocation or remaining balance

Exhibit C
2009-10 CDC Public Health Emergency Response (PHER) Phase III
Additional Provisions

1. Additional Incorporated Exhibits

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 LHD 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.

- A. 2009-2010 Federal Guidance Documents:
 - 2009-10 Centers for Disease Control and Prevention (CDC) Public Health Emergency Response (PHER) Phase III Agreement Guidance.
- B. CDPH Guidance to LHDs for CDC Public Health Emergency Response (PHER) Phase III Program Funds.
- C. LHD's Public Health Emergency Response (PHER) Phase III Agreement Application, Work Plans, and Budgets and all attachments (refer to the CDPH Guidance to LHDs for all attachments).

2. Contract Amendments

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

3. Cancellation / Termination

- A. This agreement may be cancelled or terminated without cause by either party by giving thirty (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements.
- B. Upon receipt of a notice of termination or cancellation from CDPH, LHD shall take immediate steps to stop performance and to cancel or reduce subsequent contract costs.

- C. LHD shall be entitled to payment for all allowable costs authorized under this agreement, including authorized non-cancelable obligations incurred up to the date of termination or cancellation, provided such expenses do not exceed the stated maximum amounts payable.
- D. Agreement termination or cancellation shall be effective as of the date indicated in CDPH' notification to LHD. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. In the event of early termination or cancellation, LHD 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.

4. Dispute Resolution Process

- A. This provision supplements provision 15 of Exhibit D(F).
- B. CDPH may recoup from a LHD any funds allocated pursuant to this article that are unspent or that are not expended for purposes specified in subdivision (d).
- C. CDPH may also recoup funds expended by the LHD in violation of subdivision (d) of Section 101315 of the California Health and Safety Code.
- D. CDPH may withhold quarterly payments of funds to a LHD if the LHD is not in compliance with this article or the terms of that LHD's work plans as approved by CDPH.
- E. Before any funds are recouped or withheld from a LHD, CDPH shall discuss with local health officials the status of the unspent moneys or the disputed use of the funds, or both.

5. Financial and Compliance Audit Requirements

- A. Paragraph d of provision 16 in Exhibit D(F) is amended to read as follows:
 - d. 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. The LHD shall keep a copy of the audit report on file and have it available for review by CDPH or auditors upon request.

Special Terms and Conditions

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

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

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

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

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

Index of Special Terms and Conditions

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

1. Federal Equal Opportunity Requirements

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

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

Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

2. Travel and Per Diem Reimbursement

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

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

3. Procurement Rules

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

a. Equipment definitions

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

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

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

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

purchases for performance under this Agreement.

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

To secure equipment above the annual maximum limit of \$50,000, the Contractor shall make arrangements through the appropriate CDPH Program Contract Manager, to have all remaining equipment purchased through CDPH's Purchasing Unit. The cost of equipment purchased by or through CDPH shall be deducted from the funds available in this Agreement. Contractor shall submit to the CDPH Program Contract Manager a list of equipment specifications for those items that the State must procure. The State may pay the vendor directly for such arranged equipment purchases and title to the equipment will remain with CDPH. The equipment will be delivered to the Contractor's address, as stated on the face of the Agreement, unless the Contractor notifies the CDPH Program Contract Manager, in writing, of an alternate delivery address.

- (2) All equipment purchases are subject to Paragraphs d through h of Provision 3. Paragraph b of Provision 3 shall also apply, if equipment purchases are delegated to subcontractors that are either a government or public entity.

- (3) Nonprofit organizations and commercial businesses, shall use a procurement system that meets the following standards:

(a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.

(b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.

(c) Procurements shall be conducted in a manner that provides for all of the following:

[1] Avoid purchasing unnecessary or duplicate items.

[2] Equipment solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.

[3] Take positive steps to utilize small and veteran owned businesses.

d. Unless waived or otherwise stipulated in writing by CDPH, prior written authorization from the appropriate CDPH Program Contract Manager will be required before the Contractor will be reimbursed for any purchase of \$5,000 or more for commodities, supplies, equipment, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by CDPH, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.

e. In special circumstances, determined by CDPH (e.g., when CDPH has a need to monitor certain purchases, etc.), CDPH may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. CDPH reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that CDPH determines to be unnecessary in carrying out performance under this Agreement.

f. The Contractor and/or subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor and/or subcontractor at any time.

- g. For all purchases, the Contractor and/or subcontractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor and/or subcontractor for inspection or audit.
- h. CDPH may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under Paragraphs b and/or c of Provision 3 by giving the Contractor no less than 30 calendar days written notice.

4. Equipment Ownership / Inventory / Disposition

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

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

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

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

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

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

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

- b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.
- c. Unless otherwise stipulated, CDPH shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.
- d. The Contractor and/or Subcontractor shall maintain and administer a sound business program for

ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.

- (1) In administering this provision, CDPH may require the Contractor and/or Subcontractor to repair or replace, to CDPH's satisfaction, any damaged, lost or stolen state equipment and/or property. Contractor and/or Subcontractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the CDPH Program Contract Manager.
- e. Unless otherwise stipulated by the program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, shall only be used for performance of this Agreement or another CDPH agreement.
- f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor shall provide a final inventory report of equipment and/or property to the CDPH Program Contract Manager and shall, at that time, query CDPH as to the requirements, including the manner and method, of returning state equipment and/or property to CDPH. Final disposition of equipment and/or property shall be at CDPH expense and according to CDPH instructions. Equipment and/or property disposition instructions shall be issued by CDPH immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, CDPH may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different CDPH agreement.

g. **Motor Vehicles**

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

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

Automobile Liability Insurance

- (a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of \$1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with

agreement funds or furnished by CDPH under the terms of this Agreement, to the Contractor and/or Subcontractor.

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

5. Subcontract Requirements

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

- a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing \$5,000 or more. Except as indicated in Paragraph a(3) herein, when securing subcontracts for services 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 Contracting Manual 5.80. View this publication at the following Internet address:

<http://www.ols.dgs.ca.gov/Contract+Manual/Chapters4through6.htm>.
- b. CDPH reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.
 - (1) Upon receipt of a written notice from CDPH requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by CDPH.
- c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of \$5,000 or more are subject to the prior review and written approval of CDPH. CDPH may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by CDPH.
- d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by CDPH, make copies available for approval, inspection, or audit.
- e. CDPH assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.
- f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.
- g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.
- h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

"(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from CDPH to the Contractor, to permit CDPH or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."
- i. Unless otherwise stipulated in writing by CDPH, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.

- j. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 19, 20, 24, and 31 or other numbered provisions herein that deemed applicable.

6. Income Restrictions

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

7. Audit and Record Retention

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

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

- g. The Contractor shall, if applicable, comply with the Single Audit Act and the audit reporting requirements set forth in OMB Circular A-133.

8. Site Inspection

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

9. Federal Contract Funds

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

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
- b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.
- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- d. CDPH has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

10. Intellectual Property Rights

a. Ownership

- (1) Except where CDPH has agreed in a signed writing to accept a license, CDPH shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.
- (2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.
 - (a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational

materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.

- (3) In the performance of this Agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of CDPH's Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of CDPH's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of CDPH. **Except as otherwise set forth herein, neither the Contractor nor CDPH shall give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to CDPH, Contractor agrees to abide by all license and confidentiality restrictions applicable to CDPH in the third-party's license agreement.
- (4) Contractor agrees to cooperate with CDPH in establishing or maintaining CDPH's exclusive rights in the Intellectual Property, and in assuring CDPH's sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to CDPH all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or CDPH and which result directly or indirectly from this Agreement or any subcontract.
- (5) Contractor further agrees to assist and cooperate with CDPH in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce CDPH's Intellectual Property rights and interests.

b. Retained Rights / License Rights

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

c. Copyright

- (1) Contractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in

connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to CDPH to any work product made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.

- (2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, shall include CDPH's notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2007, etc.], Department of Health Care Services. This material may not be reproduced or disseminated without prior written permission from the Department of Health Care 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 CDPH a license as described under Section b of this provision for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Contractor agrees to assign to CDPH, without additional compensation, all its right, title and interest in and to such inventions and to assist CDPH in securing United States and foreign patents with respect thereto.

e. Third-Party Intellectual Property

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

f. Warranties

- (1) Contractor represents and warrants that:
 - (a) It is free to enter into and fully perform this Agreement.
 - (b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
 - (c) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.

- (d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
 - (e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.
 - (f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to CDPH in this Agreement.
 - (g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
 - (h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.
- (2) CDPH MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

g. Intellectual Property Indemnity

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

- (3) Contractor agrees that damages alone would be inadequate to compensate CDPH for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges CDPH would suffer irreparable harm in the event of such breach and agrees CDPH shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

h. Federal Funding

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

i. Survival

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

11. Air or Water Pollution Requirements

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

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

12. Prior Approval of Training Seminars, Workshops or Conferences

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

13. Confidentiality of Information

- a. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.
- b. The Contractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.

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

14. Documents, Publications and Written Reports

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

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

15. Dispute Resolution Process

- a. A Contractor grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Contractor and CDPH, the Contractor must seek resolution using the procedure outlined below.
 - (1) The Contractor should first informally discuss the problem with the CDPH Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.
 - (2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.
- b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the

regulations adopted thereunder. (Title 1, 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 CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Program Contract Manager.
- e. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the CDPH Program Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

16. Financial and Compliance Audit Requirements

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

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

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

17. Human Subjects Use Requirements

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

By signing this Agreement, Contractor agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are

performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

18. Novation Requirements

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

19. Debarment and Suspension Certification

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

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

20. Smoke-Free Workplace Certification

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

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

21. Covenant Against Contingent Fees

(Applicable only to federally funded agreements.)

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

22. Payment Withholds

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

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

23. Performance Evaluation

(Not applicable to grant agreements.)

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

24. Officials Not to Benefit

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

25. Four-Digit Date Compliance

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

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

26. Prohibited Use of State Funds for Software

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

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

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

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

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

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

28. Alien Ineligibility Certification

(Applicable to sole proprietors entering federally funded agreements.)

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

29. Union Organizing

(Applicable only to grant agreements.)

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

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

30. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

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

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

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

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

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

(b) **Example No. 2:**

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

(c) **Example No. 3:**

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

31. Lobbying Restrictions and Disclosure Certification

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

a. Certification and Disclosure Requirements

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

- (3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:
 - (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
 - (b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
 - (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- (4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.
- (5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDPH Program Contract Manager.

b. Prohibition

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

Attachment 1

**STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH**

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

Stanislaus County HSA
Name of Contractor

Mary Ann Lee
Printed Name of Person Signing for Contractor

Contract / Grant Number

Signature of Person Signing for Contractor

Date

Managing Director
Title

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

California Department of Public Health

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

Attachment 2

CERTIFICATION REGARDING LOBBYING

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

Approved by OMB
0348-0046

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change</p> <p>For Material Change Only: Year _____ quarter _____ date of last report _____.</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:</p> <p>Congressional District, if known:</p>		<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p>
<p>6. Federal Department/Agency</p>	<p>7. Federal Program Name/Description:</p> <p>CDFA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$ _____</p>	
<p>10.a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI):</p>	<p>b. Individuals Performing Services (including address if different from 10a. (Last name, First name, MI):</p>	
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. required disclosure shall be subject to a not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>	
<p>Federal Use Only</p>		<p>Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)</p>

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

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

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

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

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

**EXHIBIT E
NON-SUPLANTATION CERTIFICATION FORM**

**2009-10 CDC Public Health Emergency Response (PHER) Phase III
Fiscal Year 2009-2010**


STANISLAUS COUNTY

(County/City and Name of Local Health Department)

I hereby certify that the above-named local health department (LHD) shall not use funds allocated by the California Department of Public Health (CDPH) to supplant funding for existing levels of service and that funds shall only be used for the purposes specified in the Fiscal Year (FY) 2009-2010 CDC Public Health Emergency Response (PHER) Phase III Funding Agreement as approved by the CDPH.

I further certify that funds received shall be deposited in an interest-bearing Local Public Health Preparedness Trust Fund as per the Health and Safety Code 101317 and expended only for the purposes stated in the LHDs Grant Application Work Plan and Budget, as approved by the CDPH.

Chairperson, Board of Supervisors, Mayor of a City or designee:

Signature: 
Printed Name: Jim DeMartini
Title: Chairman, Stanislaus County Board of Supervisors
Phone: (209) 525-4470
Date: DEC 08 2009

Please return the original signed certification with your FY 2009-2010 CDC PHER Phase III Funding Agreement Funding Agreement to:

California Department Public Health
Emergency Preparedness Office
Attn: Local Management Unit
MS 7002
P.O. Box 997377
Sacramento, CA 95899-7377

LHD CDC Public Health Emergency Response (PHER) Phase III Work Plan

Instructions for Completing the LHD CDC PHER Phase III Work Plan

Please follow these instructions carefully. The LHD CDC PHER Phase III 2009-10 Work Plan will be used throughout the grant period to complete the LHD Work Plan, Mid-Year Progress Report, and the Year-End Progress Report.

I. Form Functions

1. This form will be used by the LHD for the CDC PHER Phase III application, Mid-Year Progress report, and Year-End Progress report.
2. The form is initially named Attachment 4 – 2009-10 PHER Phase III Work plan and is password protected. The report narrative rows/cells are color-coded to match the type of narrative (Work Plan, Mid-Year Progress, and Year-End Progress) as depicted in the legend in the page header. The form will only allow the LHDs to enter information in the LHD Name cell, Work Plan narrative and projected completion MO/YR (blue shaded row/cells), Mid-Year Progress narrative and completion code (green shaded row/cells), and Year-End Progress narrative and completion code (orange shaded row/cells).
3. The shaded area that appears in the cells is where to place the cursor to enter text. Cells that do not contain the shaded area are locked and text cannot be entered.
4. Use the tab key to navigate from cell to cell; the cursor will only move to those cells that allow text entry.

II. Completing and Submitting the 2009-10 Work Plan Form

1. Before you begin to enter the Work Plan narrative, rename or copy Attachment 4 – 2009-10 PHER Phase III Work plan to [LHD name] CDC PHER Phase III 2009-10 Work Plan. Open the form and enter the required information below.
2. LHD NAME: Enter the name of the LHD (county name only, Contra Costa, for example). The LHD Name need only be entered on the first page as it repeats automatically on each subsequent page.
3. BLUE SHADED ROW: Enter the Work Plan narrative in the first cell and the MO/YR (00/00) in which the LHD projects that the activity will be completed in right hand cell.
4. When the Work Plan narrative is complete, email the file to lhbtprog@cdph.ca.gov and cc your Regional Project Officer by the due date.

III. CDPH/EPO Work Plan Review Process

1. CDPH will review the Work Plan narrative and enter the CDPH comments in the GRAY SHADED ROW.
2. If CDPH requires additional information after the first review is complete, CDPH will email a file named [LHD] CDC PHER Phase III 2009-10 Work Plan Not Approved to the LHD with other documentation (not approved letter, etc.)

LHD CDC Public Health Emergency Response (PHER) Phase III Work Plan

3. After the LHD receives [LHD] CDC PHER Phase III 2009-10 Work Plan Not Approved, copy or rename the file to [LHD] PHER Phase III 2009-10 Work Plan Resubmitted. Enter the date and the requested information in the Work Plan narrative cell, below the original Work Plan narrative.
4. When all the additional information requested is entered, the LHD will email the file [LHD] PHER Phase III 2009-10 Work Plan Resubmitted to lhbtprog@cdph.ca.gov and cc the Regional Project Officer by the due date.
5. If CDPH/EPO does not require additional information after the first and/or second reviews are complete, CDPH/EPO will send a file named [LHD] PHER Phase III 2009-10 Work Plan Approved and email it to the LHD with other documentation (approval letter, etc).

IV. Mid-Year and Year-End Progress Reports

1. Entering Mid-Year Progress Narrative
 - a. When the LHD receives the file [LHD] CDC PHER Phase III Work Plan Approved, rename or copy the file to [LHD] CDC PHER Phase III 2009-10 Mid-Year Progress. During the Mid-Year Progress period (7/31/09/09-2/28/10) the LHD can enter the mid-year progress narrative as work progresses on the activities.
 - b. GREEN SHADED ROW: Enter the Mid-Year Progress narrative in the first cell and the progress code in the right hand cell: Enter [N] for Not Started, [P] for Partial Progress and [C] for Complete. If the Capability was already completed in the previous grant year, the LHD need only enter a [C] in the progress code in the green shaded cell and the mid-year narrative is not necessary.
2. Mid-Year Progress Submittal Process
 - a. When CDPH requests submission of the Mid-Year Progress Report, email the file to lhbtprog@cdph.ca.gov and cc the Regional Project Officer by the due date.
3. Entering Year-End Progress Narrative
 - a. After the Mid-Year Progress report is submitted to CDPH, rename or copy the [LHD] CDC PHER Phase III 2009-10 Mid-Year Progress file to [LHD] CDC PHER Phase III 2009-10 Year-End Progress. During the Year-End Progress period (3/1/10-8/9/10) the LHD can enter the year end narrative as work progresses on the activities.
 - b. ORANGE SHADED ROW: Enter the Year-End progress narrative in the first cell and progress code in the right hand cell: Enter [N] for Not Started, [P] for Partial Progress and [C] for Complete. If the activity was complete in the Mid-Year Progress submission, the LHD need only enter a [C] in the progress code in the orange shaded cell and the year end narrative is not necessary.
4. Year-End Progress Submittal Process
 - a. When CDPH requests submission of the Year-End Progress Report, email the file to lhbtprog@cdph.ca.gov and cc the Regional Project Officer by the due date.

LHD CDC Public Health Emergency Response (PHER) Phase III Work Plan

Requirement
Local Approach

Work Plan Narrative
CDPH/EPO Comments

Mid-Year Progress
Year-End Progress

LHD NAME:	Stanislaus County	MO/ YR	Prog Code
<p><i>Vaccine Campaign, Antiviral Distribution and Community Mitigation</i> <i>(If detailed activities are included in PHER Phases I and II Work Plan, LHD should copy corresponding PHER Phases I and II Work Plan activity.)</i></p>			
Activity 1 – GAPS IN H1N1 Response (REQUIRED)			
1a	What are the gaps in LHD preparedness for H1N1 response, including vaccination of residents in your jurisdiction? (See PHER Phases I and II Work Plan, Activity 1)		
Because vaccine has not yet arrived in the anticipated amounts, much of the planning for mass vaccination clinics has been put on hold. Staffing levels to administer vaccine will be augmented by the MRC. In response to the vaccine delays, antivirals have been prepositioned at our safety net providers and we are in the process of contracting with Walgreens Pharmacy to provide these publically funded antivirals to patients referred from emergency rooms or private physicians. These antivirals are made available to those uninsured/underinsured persons where the purchase of antivirals creates a financial burden. Community mitigation policies need to be updated and operationalized. Risk Communication is a high priority and messages in various venues (PSA's, print, video, radio, etc) need to be developed and distributed accordingly. Our epidemiologist needs additional capacity in tracking school absenteeism, hospital surveillance (ESSENCE and HavBed), and data analysis.			
1b	Please describe how you will use PHER Phase III funds to address these gaps, building on activities described in the PHER Phases I and II Work Plan.		
PHER Phase III funds will be used to cover equipment and personnel costs for planning and staffing of multiple mass vaccination clinics that will be put on as soon as vaccine is available in quantity. Positions will also be funded with grant funds. A part-time logistics coordinator will be tasked with planning and controlling all aspects of equipment, supplies and venues for mass vaccination clinics. A Planner will be utilized for community mitigation planning which will include outreach, coordination, and information distribution to community partners which include faith based and non-government organizations, schools, business and other government entities. Funding will be allocated to produce public information materials to include print (brochures, flyers, posters), video, and PSAs. A graphic artist will be contracted to assist in the development of the printed materials. These materials will be produced in both English and Spanish. Videos and PSAs will be broadcast on radio, cable, and government networks and in movie theaters. Consultants for both media marketing and latino media marketing are needed. Mass mailing to businesses with informational brochures is also			

LHD CDC Public Health Emergency Response (PHER) Phase III Work Plan

LHD NAME:	Stanislaus County	MO/ YR	Prog Code
planned. Our epidemiologist needs assistance to analyze and track school absenteeism, surveillance, and perform statistical analysis.			
Activity 2 – VACCINE CAMPAIGN (REQUIRED)			
2a	Describe current LHD vaccine campaign strategy (See PHER Phases I and II Work Plan, Activity 3a).		
Seasonal influenza clinics are conducted on an annual basis. From September 21 through November 17, 2009 there are over 40 seasonal clinics scheduled at as many locations throughout the county. Also, Public Health has been running an on site clinic on Monday thru Wednesday from 8:00-5:00, Thursday 8:00-6:30 and Friday from 8:00-4:30. Initial shipments of H1N1 vaccine will be allocated to private providers, clinical entities, healthcare providers, pharmacies and schools in accordance with state guidelines to reach designated high risk populations. As a safety net provider, when adequate supplies of vaccine are available, public health will conduct community based H1N1 mass vaccination clinics. Currently, Public Health has been utilizing its minimal vaccine shipments to provide H1N1 vaccine to pregnant women that are referred to the agency through their healthcare provider.			
2b	Please submit a copy of the vaccine plan for your jurisdiction.		
Given that the jurisdiction has only received minimal quantities of vaccine, the Public Health Department has been vaccinating pregnant women who are referred by their OB/GYN provider. As noted above, the ongoing strategy has been to have local providers administer vaccine as they receive it through the www.calpanflu.org program. As vaccine becomes more readily available, it is anticipated that Public Health will then begin mass vaccination clinics in strategic locations throughout the county. Planning has been ongoing to coordinate these clinics.			
2c	Describe activities to coordinate administration or promotion of immunization at various setting such as LHD clinics, public hospitals, Tribal Entities and American Indian clinics, schools, WIC agencies, community organizations, etc.		
There are a variety of methods that will be used to promote H1N1 information to internal and external partners. These methods primarily include email and fax blasts to relevant partners. Also, there has been ongoing communication with local media and press releases have been generated as appropriate. The county's emergency website (www.stanemergency.com) is kept current on a consistent basis and provides information on currently scheduled clinics and other updates. A flu hotline has been set up to provide up			

LHD CDC Public Health Emergency Response (PHER) Phase III Work Plan

LHD NAME:	Stanislaus County	MO/ YR	Prog Code
to provide similar, up to date information for those without internet access. A public health nurse is in the process of coordinating school based vaccination clinics and the Public Health Department is planning to put on mass vaccination clinics as soon as large enough quantities of vaccine become available.			
2d	<p>Describe how the LHD is determining vaccine allocations for public and private vaccine administration sites. Please address the following questions:</p> <ul style="list-style-type: none"> • How is your jurisdiction following ACIP recommendations for target groups in allocation of vaccine? • How have you determined population estimates for these target groups? • What criteria are you using to prioritize allocation of vaccine? 		
<p>To abide by the recommendations of the ACIP the first shipments of vaccine will be administered to pregnant women. This will be accomplished by allocating H1N1 vaccine to OB/GYN and pediatric/family practice providers that will, in turn, administer vaccine to the primary risk groups of pregnant women and young children. As more vaccine becomes available, Public Health will continue to monitor the needs and requests of the providers that have registered on www.calpanflu.org and will allocate the vaccine based on practice type (i.e. OB/GYN, pediatrics, etc.) and ACIP recommendations. Once local providers have been given adequate supplies to vaccinate ACIP target groups, Public Health will begin to execute mass vaccination clinics around the county to provide for those that may not have had access to the vaccine through private provider channels.</p> <p>Population estimates for target groups have been estimated through our staff Epidemiologist using state Department of Finance census data and other local statistics. The total population estimate for all ACIP target groups is approximately 200,000.</p> <p>As of this writing, Public Health has received a minimal amount of H1N1 vaccine. Based on ACIP recommendations, it has been decided that Public Health will begin administering vaccine to pregnant women. Public Health is accomplishing this by operating a vaccination clinic for pregnant women who are referred to the clinic by their providers. It is anticipated that, as more vaccine is made available it will be first allocated to OB/GYN and Family/Pediatric providers for administration.</p>			
<p><i>If an LHD plans to fund activities listed below this point, a justification as to why these activities could not be funded with PHER Phases I and II dollars must be provided. If Phase III funds are budgeted in these areas, the following work plan items must be addressed.</i></p>			
<p>Activity 3: ANTIVIRAL DISTRIBUTION/DISPENSING (OPTIONAL)</p>			

LHD CDC Public Health Emergency Response (PHER) Phase III Work Plan

	LHD NAME:	MO/ YR	Prog Code
	Stanislaus County		
3	Describe activities related to enhancing antiviral distribution/dispensing within the jurisdiction. Activities should supplement activities budgeted under the base CDC funds and PHER Phases I and II funds and should address gaps identified in the CDC SNS Technical Assessment Review (TAR) tool.		
	The jurisdiction received 25% of the anti-viral allocation and prepositioned Tamiflu with the safety net providers. We are expanding the positioning of these antivirals to the local University and Junior College. We are also currently in the process of securing a contract with Walgreens to supply antivirals to patients referred from emergency rooms and local providers.		
Activity 4: COMMUNITY MITIGATION (OPTIONAL)			
4a	Describe proposed community mitigation strategies and proposed activities in monitoring implementation of community mitigation efforts.		
	As noted in Activity 1b, a Planner will be contracted to carry out community mitigation strategies. These strategies have been drafted (Attachment A) and will be implemented by the Planner.		
4b	Describe proposed activities in preparing the community for social distancing, isolation and quarantine.		
	see Attachment A – Community Mitigation Strategies		
4c	Describe activities related to preparing student school dismissal guidance.		
	see Attachment A – Community Mitigation Strategies		
4d	Describe proposed activities related to restricting movement and cancellation of mass gatherings.		
	see Attachment A – Community Mitigation Strategies		

LHD CDC Public Health Emergency Response (PHER) Phase III Work Plan

LHD NAME:	Stanislaus County	MO/ YR	Prog Code
4e	Describe proposed activities related to social networking and communications with internal and external partners. see Attachment A – Community Mitigation Strategies		

2009-10 CDC PHER Phase III H1N1 Budget Instructions and Template

Directions for Completing 2009-2010 Budget Template for Centers for Disease Control and Prevention (CDC) PHER Phase III H1N1.

Funding Source	2009-10 Funding Cycle	
	Begin Date	End Date
CDC PHER Phase III H1N1	July 31, 2009	July 30, 2010

General Instructions:

- Please send your budget via e-mail to lhbtprog@cdph.ca.gov
- Please label your budget using the following naming convention:
- LHD name 2009-10 CDC PHER Phase III Budget, i.e. – Alameda 2009-10 CDC PHER Phase III Budget
- Budgets must support the LHD's ability to meet the Work Plan requirements, CDC's PHER Phase III H1N1 Preparedness goals.
- Provide budget itemization and justification for all items.
- Out-of-State (OST) travel is limited to **one trip and one person** per trip per grant period.
- LHDs must use Department of Personnel Administration (DPA)/California Department of Public Health (CDPH) Travel Reimbursement Rates. See Travel Rate Tab.
- Indirect costs must be no more than 10% of personnel and fringe benefits.
- All Federal funds must be deposited into a Trust Fund Account. See Comprehensive Agreement for specific details.
- Spell out acronyms the first time they are used in the budget and do not abbreviate

Funds may not be used for the following items

- Incentive Items
- The purchase of a vehicle of any kind
- Research
- Food for any purpose other than drills and exercises
- Construction
- IT applications that replicate functionality in CAHAN or WebCMR/ELR
- Supplantation: California Health and Safety Code 101315(d) states that funds appropriated for the purposes of this agreement shall not be used to supplant existing levels of service. Positions and other expenditures already funded by other funds cannot be covered with CDC funds.
- Antivirals
- Memberships

INSTRUCTIONS FOR EACH BUDGET CATEGORY

SUMMARY

- Please go into the Header and enter:
 - 1) Your LHD Name
 - 2) Date Submitted.
- This sheet will self-calculate from the information entered into the Personnel, Travel, Equipment, Supplies, Contractual, Other and Indirect spreadsheets.

PERSONNEL

- Please go into the Header and enter:
 - 1) Your LHD Name
 - 2) Date Submitted.
 - Please justify/explain how fractional positions are not supplantation.
 - **Position/Title** – Fill in the position name or title.
 - **Name** – Fill in the name of the employee in the proposed position. If the position is currently vacant, please list it as “vacant”.
 - **Annual Salary** – List the salary only, not including benefits.
 - **% FTE** – List the percentage of time that the employee will be working in the listed position (i.e. – If the employee is working half-time in the listed position, enter 50%)
 - **Months** – List the number of months the employee will be in the position.
 - **Fringe %** - List the percentage rate that your LHD uses for fringe benefits.
 - If the Fringe % is 40% or more, explain what is covered in the Fringe cost in the justification column.
 - **Total Fringe \$ Request** – Enter the dollar amount that you are requesting for fringe benefits. Note that the total in this in category will be carried over to the summary page under “Fringe”.
 - **Personnel \$ Request** – This column has a formula in it and will automatically total. The total in this category will be carried over to the summary page under “Personnel”.
 - **Total Fringe + Personnel** – This column contains a formula which adds the Total Fringe \$ Request and the Personnel \$ Request. This amount will not be carried over to the summary page.
- Budget Justification** – Either enter the responsibilities or attach a duty statement for each position. If a duty statement is attached, it must clearly articulate the PHER Phase III preparedness and response activities carried out by each position. This column may not be left blank.

INDIRECT

Note: Indirect costs **must be no more than 10%** of personnel and fringe benefits. This column contains a formula which is 10% of "Total Fringe + Personnel". If you wish to claim an Indirect rate less than 10%, please contact CDPH Local Management Unit at (916) 650-6416 for help in adjusting the formula.

➤ **Budget Justification** – Provide examples of items that are included in the "Indirect" category. Please do not list all positions in this category. This column may not be left blank.

• Below is a list of examples of some of the items that are considered to be indirect charges:

- facilities operations charges
- distributed accounting costs
- financial tracking & report preparation
- department analyst time
- Auditor/Controller time working on the Grant
- Information Technology distributed costs
- overhead costs
- administrative services
- personnel services
- liability insurance
- County Counsel time

TRAVEL

➤ Please go into the Header and enter:

- 1) Your LHD Name
- 2) Date Submitted.

➤ Out of State Travel

- Out-of-State (OST) travel is limited to **one trip and one person** per trip per grant period.
- OST must be prior approved by CDPH. OST trips not approved by CDPH before the trip occurs will be denied.
- Please justify why Out-of-State travel is necessary.

➤ Use State (DPA/CDPH) reimbursement rates for all travel.

➤ **Location** – Enter the destination of the trip

➤ **"Out-of-State" or "In-State"** – Enter either "Out of State" or "In State"

➤ **Trips** – Enter the number of trips

➤ **People** – Enter the number of people for a particular trip

➤ **Days** – Enter the number of days of the trip

➤ **Nights** – Enter the number of nights for the trip

➤ **Miles** – Enter the number of miles for any mileage reimbursement associated with this trip.

➤ **\$ Airfare** – Enter the cost for airfare per person

➤ **\$ Lodging** – Enter the cost for lodging per person

➤ **\$ Per Day** – Enter the Per Diem per day per person

➤ **\$ Other** – Enter any other costs associated with the trip. Please clearly define what is included in this category and provide itemization in the budget justification column.

➤ **Budget Justification** – Enter the purpose of the trip. If necessary, attach additional sheets or items for justification purposes. This column may not be left blank.

EQUIPMENT AND SUPPLIES

Note: Please complete the "IT Justification 2009/10" form for all IT purchases.

- Please go into the Header and enter:
 - 1) Your LHD Name
 - 2) Date Submitted.
- **Item Description** – Enter the description details of the item(s) that will be purchased. Each item should be entered on a separate line (i.e., computer, printer, fax machine must all be listed on individual lines).
- **Quantity** – Enter the quantity that will be purchased.
- **Unit Cost** – Enter the unit (per item) cost.
- **\$ Request** – Enter the total amount requested for the item.
- **Budget Justification/Itemization** – Enter the purpose of the equipment and/or supplies. Any additional itemization may be entered into this section. This column may not be left blank.

Please provide budget itemization for all equipment and supplies. Please explain how you arrived at the dollar amounts.

○ Example – Exercise Supplies \$4,000

- \$1,000 – printing
- \$2,000 – binders, paper, pens, etc.
- \$1,000 – POD cones, signage, etc.

○ Example – General Office Supplies \$4,000

EITHER - Example #1

- 5 FTE @ \$800 per year for the purchase of paper, pens, pencils, binders, toner cartridges, etc.

OR - Example #2

- 5 FTE @ \$800 per year based on 2007-08 expenditures of \$775/FTE for paper, pens, pencils, binders, toner cartridges, etc.

CONTRACTUAL

Note: CDPH must approve all contracts. If you do not know the name of the contractor, please enter "TBD". Once the TBD contractor has been identified, please notify CDPH of the name of the contractor.

- Please go into the Header and enter:
 - 1) Your LHD Name
 - 2) Date Submitted.
- **Contractor** – Enter the name of the contractor.
- **"Time-Based" or "Deliverables-Based"** – Enter "Time-Based" or Deliverables-Based"
- **\$ Request** – Enter the total amount requested for the contract
- **Budget Justification/Itemization** – Enter the purpose (a brief summary of the Scope of Work of the contract) and itemization of the money requested. Please maintain copies in your files for CDPH's review. This column may not be left blank. Please explain how you arrived at the dollar amounts.
 - Example #1: \$15,000 contract - \$150 x 100 hours
 - Example #2: \$15,000 deliverable based contract
 - Deliverable #1 – Develop an exercise plan - \$5,000
 - Deliverable #2 – Complete exercise - \$5,000
 - Deliverable #3 – Complete after action report - \$5,000

OTHER

Note: Please use your LHD guidelines for categorizing items in the **Other** category.

- Please go into the Header and enter your LHD Name and the Date budget submitted.
- **Item Description** – Enter the description details of the item(s) that will be purchased. Each item should be entered on a separate line.
- **\$ Request** – Enter the total amount requested for the item.
- **Budget Justification/Itemization** – Enter the purpose of the “Other” item and provide an itemization of the money requested. If necessary, additional sheets or items for justification purposes. This column may not be left blank.

CDC PHER Phase III H1N1 Budget 2009/10
July 31, 2009 to July 30, 2010
(Summary)

	BUDGET
Budget Category	Total
CDC PHER Phase III: 7/31/09 - 7/30/10	
Personnel	\$32,133
Fringe	\$14,701
Travel	\$4,400
Equipment & Supplies	\$23,698
Contractual	\$211,376
Other	\$574,385
Total Direct	\$860,693
Indirect	\$4,683
Total Financial Assistance	\$865,376

CDC PHER Phase III H1N1 Budget 2009/10
 July 31, 2009 to July 30, 2010
 (Personnel & Indirect)

							Budget Information					
Budget Revision	Position/ Title	Name	Annual Salary	%FTE	Months	Fringe %	Total Fringe \$ Request	Personnel \$ Request	Total Fringe + Personnel	Budget Justification		
Action	Last Amt Approved	CDC PHER Phase III: 7/31/09 - 7/30/10									PROVIDE JUSTIFICATION LANGUAGE	
		Staff Services Analyst	Jeffrey Solana	\$64,266.00	50%	13	45%	\$14,701	\$32,133	\$46,834	Duty Statement attached	
								\$0	\$0			
								\$0	\$0			
								\$0	\$0			
								\$0	\$0			
								\$0	\$0			
								\$0	\$0			
							Totals:	\$14,701	\$32,133	\$46,834		
		INDIRECT - CDC PHER Phase III									\$4,683	Please include types of items included in the Indirect Cost

CDC PHER Phase III H1N1 Budget 2009/10
July 31, 2009 to July 30, 2010
(Equipment & Supplies)

Budget Revision		Item Description	Quantity	Unit Cost	BUDGET	PROVIDE JUSTIFICATION LANGUAGE
Action	Last Amt Approved				\$ Request	Budget Justification/Itemization
		CDC PHER Phase III: 7/31/09 - 7/30/10				
		Computer	2.0	\$1,500.00	\$3,000	Computer for Planner and replacement for IZ Coordinator
		Printer	1.0	\$1,000.00	\$1,000	Printer for Planner
		Purell Hand Sanitizer - 8oz bottles, Case of 12	90.0	\$52.20	\$4,698	Hand sanitizer for PH & Clinic department in public areas
		Storage Trailer	1.0	\$5,000.00	\$5,000	Needed to store and transport mass vaccination equipment and supplies
		Stanislaus County Logo for trailer	1.0	\$2,000.00	\$2,000	Signage to identify trailer as Stanislaus County
		Laminator	1.0	\$2,000.00	\$2,000	Needed to laminate posters
		Office Supplies	1.0	\$6,000.00	\$6,000	Poster Boards, markers, laminating sheets, printer and plotter color cartridges, plotter paper, copy paper, pens, organizers, etc.
					\$0	
					\$0	
				Totals:	\$23,698	

CDC PHER Phase III H1N1 Budget 2009/10
July 31, 2009 to July 30, 2010
(Contractual)

Budget Revision		Contractor	"Time-Based" or "Deliverables-Based"	BUDGET \$ Request	Budget Justification/Itemization Provide Justification & Itemization/Deliverables in this Column
Action	Last Amt Approved	CDC PHER Phase III: 7/31/09 - 7/30/10			
		Graphic Designer	Time-Based	\$3,500	Needed to design public awareness and educational materials based upon \$35/hr x 100 hrs. When EPO approves budget, will forward copy of contract.
		Marketing/Communications consultation	Time-Based	\$2,500	Assistance with developing communications channels, strategies, creative concepts or other services as appropriate @ \$100/hr x 25 hrs
		Latino marketing/communications consultant	Time-Based	\$2,500	Assistance with developing communications channels, strategies, creative concepts or other services as appropriate @ \$100/hr x 25 hrs
		Community Mitigation Planner	Time-Based	\$102,876	Needed to update and operationalize community mitigation strategies @ approx \$7,900/mo x 13 mos
		Statistician	Time-Based	\$100,000	Needed to assist epidemiologist in surveillance and statistical analysis @ approx \$7,690/mo x 13 mos
				\$211,376	

CDC PHER Phase III H1N1 Budget 2009/10
 July 31, 2009 to July 30, 2010
 (Other)

Budget Revision		Item Description	BUDGET \$ Request	PROVIDE JUSTIFICATION LANGUAGE Budget Justification/Itemization
Action	Last Amt Approved			
		CDC PHER Phase III: 7/31/09 - 7/30/10		
		Mass vaccination Staff Salaries (Includes Nurses, Admin Support, Community Health Workers)	\$70,000	Staff not normally assigned will be utilized for mass vaccination clinics. Based upon previous exercises this cost is estimated at \$14,000/clinic x 5 clinics
		Mass vaccination Security Staff (Local Law enforcement Agency)	\$25,000	Local law enforcement will be utilized for clinic and vaccine security estimated @ \$5,000/clinic x 5 clinics
		Facility Rental (5 CLINIC @ \$1,000EACH)	\$5,000	Payment for clinic venues estimated @ \$1,000/facility x 5
		Printing for the School Base program	\$20,000	Printing for school based vaccination, student-parent consent and informational packets
		Food for Mass Vaccination (80 Staff x \$15.00 x 5)	\$6,000	Estimated food costs @ \$10/person for lunch and snacks and refreshments @ \$5/person
		Production of two :30 second video public service announcements in Eng. & Spanish	\$12,000	PSA production @ \$4,000 each for english and additional \$2000 for spanish version
		Production of print/web ads. Includes creative concept, design and final output.	\$4,000	Produce a minimum of five ads of various sizes that can be used for web, print, magazines, e-mail, etc.
		Production of :30 PSA for theatres	\$1,500	Spot to target local movie theater attendees
		H1N1 Video version produced in spanish	\$6,000	Create spanish language version of the H1N1 Educational video
		Additional Graphic Design work	\$3,500	To contract for any additional, unanticipated work including revisions to ads or previously produced graphic work.
		Additional video production	\$3,500	To contract for any additional, unanticipated work including revisions to PSA, ads or previously produced graphic work.
		Placement of PSA in movie theaters	\$19,200	Three outlets for 8 months (Nov-June) at each outlet for public information (\$800/mo/outlet)
		Duplication of produced H1N1 video	\$3,000	For Public Information a DVD was produced. Duplication is \$5/copy x 600 copies (in short runs of 100 in case changes are needed) and includes production coordination. This will be distributed to medical providers, community based organizations, family resource centers, and area hospitals.
		Modesto Bee website advertising placement	\$10,000	For public information this ad will be on local paper website
		Print ad placement in local newspapers	\$20,000	Includes Modesto Bee, Turlock Journal, Patterson Irrigator and other local papers
		Bus Bench advertising	\$14,800	For public information. Based on 20 benches \$100/bench /mo x 6 mos and production cost
		Bus Advertising	\$26,885	Design, production and placement
		Modesto Bee Insert	\$10,000	Brochure insert for public information
		BillBoards	\$50,000	Design, production and placement
		Radio Ads	\$50,000	Design, production and placement
		PSA/ad placement Telemundo H1N1 ads/psas	\$40,000	placement
		PSA/ad placement Univision H1N1 ads/psas	\$15,000	placement
		PSA/ad placement on Stanislaus News & Highlights show	\$12,000	Sponsorship of cable news show
		PSA/ad placement on Central Valley Report show	\$15,000	Sponsorship of cable news show
		PSA/ad placement Local cable television	\$60,000	placement
		Printing of brochures (How to take care of people @ home & H1N1 Flu), flyers (H1N1 for pharmacies-grocery stores) and posters (grocery stores, busses)	\$50,000	Brochures, flyers and posters in English and Spanish
		Mass mailing to businesses of brochure	\$20,000	Includes purchase of mailing list of 20,000 business, envelopes, addressing, insert, and postage
		Tamiflu Walgreens Dispensing fee	\$2,000	Per contract for dispensing Tamiflu @ \$10 ea prescription
		Totals:	\$574,385	

Travel Reimbursement Information

(Mileage Effective 1/1/09)

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.

Travel Reimbursement Information

(Mileage Effective 1/1/09)

- f. No meal or lodging expenses will be reimbursed for any period of travel that occurs within normal working hours, unless expenses are incurred at least 50 miles from headquarters.
 - 2. If any of the reimbursement rates stated herein is changed by DPA, no formal contract amendment will be required to incorporate the new rates. However, CDPH shall inform the contractor, in writing, of the revised travel reimbursement rates and the applicable effective date of any rate change.
- At CDPH's discretion, changes or revisions made by CDPH to this exhibit, excluding travel reimbursement policies established by DPA may be applied retroactively to any agreement to which a Travel Reimbursement Information exhibit is attached, incorporated by reference, or applied by CDPH program policy. Changes to the travel reimbursement rates stated herein may not be applied earlier than the date a rate change is approved by DPA.
- 3. For transportation expenses, the contractor must retain receipts for parking; taxi, airline, bus, or rail tickets; car rental; or any other travel receipts pertaining to each trip for attachment to an invoice as substantiation for reimbursement. Reimbursement may be requested for commercial carrier fares; private car mileage; parking fees; bridge tolls; taxi, bus, or streetcar fares; and auto rental fees when substantiated by a receipt.
 - 4. **Note on use of autos:** If a contractor uses his/her or a company car for transportation, the rate of reimbursement will be 55 cents maximum per mile. If a contractor uses his/her or a company car "in lieu of" airfare, the air coach fare will be the maximum paid by the State. The contractor must provide a cost comparison upon request by the State. Gasoline and routine automobile repair expenses are not reimbursable.
 - 5. The contractor is required to furnish details surrounding each period of travel. Travel expense reimbursement detail may include, but not be limited to: purpose of travel, departure and return times, destination points, miles driven, mode of transportation, etc. Reimbursement for travel expenses may be withheld pending receipt of adequate travel documentation.
 - 6. Contractors are to consult with the program with which the contract is held to obtain specific invoicing procedures.

Per Diem Reimbursement Guide

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

2009-10 Budget Revisions: Instructions

Directions for Submitting Budget Revisions for: CDC PHER Phase III H1N1

Funding Source	2009-10 Funding Cycle	
	Begin Date	End Date
CDC PHER Phase III H1N1	July 31, 2009	July 30, 2010

Please send your 09/10 Budget Revisions via e-mail to lhbtprog@cdph.ca.gov.
Please cc your EPO Project Officer and Local Management Unit Analyst.

Budget Revisions must be submitted to CDPH no later than 5 pm on: **July 8, 2010**

Please label your budget using the following naming convention:

- LHD name 09-10 CDC PHER Phase III Budget Revision # - Submitted Month-Date-Year
- i.e. Alameda 09-10 CDC PHER Phase III Budget Revision #1 - Submitted 12-1-09

SUMMARY

- This sheet will be self-calculated by information that is entered into the Personnel, Travel, Equipment, Supplies, Contractual, Other and Indirect spreadsheets.

PERSONNEL, TRAVEL; EQUIPMENT AND SUPPLIES; CONTRACTUAL; OTHER and INDIRECT CATEGORIES

Using your approved budget, please use the following guidelines for budget revisions.

- In the **Action** column - Please label the appropriate line items with one of the following:
 - **ADD:** This is a new line item
 - **DELETE:** This line item is being deleted
 - **CHANGE:** This line item is being changed or modified from the last approval
 - If a line item has not been touched and is the same as last approved, please leave blank.
- In the **Last Amount Approved** column - Please enter the amount that was approved in the last approved budget or approved budget revision.
 - If a line item is being added, the amount in the Last Amount Approved column should be \$0
 - If a line item is being deleted, list the last amount that was approved for that line item.
 - If a line item is being changed, list the last amount that was approved for that line item.
- In the "Budget Justification" column, please make sure that you clearly identify the change to the line item
 - "Reduced funds for this line item" – Include the reason for reducing the funds.
 - "New item" – Include the reason for new item. Also, include adequate justification and itemization for the line item.
 - If adding additional funds to an existing line item, please add the following language: "Added additional funds to this line item" – Make sure that you adjust the itemization to match the new total for this line item. Also adjust the dollar amounts in the actual budget to reflect the new amount that is being requested.
 - If deleting a line item, please add the following language: "Deleting this line item" – Include a description of where the money will be moved to. Please leave the original text and zero out the dollar amount requested.

- **Personnel:** If you are modifying items in this category, please make sure that all applicable categories (FTE, months, fringe %, fringe amount, personnel amount, etc) are updated to reflect the new information and/or amounts.
- **Travel:** If you are modifying items in this category, please make sure that all applicable categories (location, out of state or in state, trips, people, days, nights, miles, \$ airfare, \$lodging, \$per day, \$other, etc) are updated to reflect the new information and/or amounts.
- **Equipment and Supplies:** If you are modifying items in this category, please make sure that all applicable categories (item description, quantity, unit cost, etc) are updated to reflect the new information and/or amounts.
- **Contractual:** If you are modifying items in this category, please make sure that all applicable categories (contractor, time-based or deliverables-based, etc) are updated to reflect the new information and/or amounts.
- **Other:** If you are modifying items in this category, please make sure that the item description is updated to reflect the new information and/or amounts.

CDPH Turnaround Time for Budget Revisions

Activity	Number of Days
CDPH will review Budget Revisions and provide written comments to LHDs/Local HPP Entities within 10 working days of receipt.	10 working days
If additional information is needed, LHDs/Local HPP Entities will be requested to respond within 5 working days of receipt of electronic comments from CDPH.	5 working days
CDPH will review additional budget revision information provided by the LHD/Local HPP Entity and provide formal written comments to the LHD/Local HPP Entity within 3 working days of receipt.	3 working days

Directions for Completing 2009-2010 Mid Year Expenditure Report for: CDC PHER Phase III

Please provide expenditure and encumbrance information through February 28, 2010.

Funding Source	2009-10 Mid Year Report Period	
	Begin Date	End Date
CDC PHER Phase III H1N1	July 31, 2009	July 30, 2010

General Instructions:

Please send your 09/10 Mid Year CDC PHER Phase III H1N1 Expenditure Report via e-mail to lhbtprog@cdph.ca.gov.

09/10 Mid-Year Progress Reports are due: **Thursday, April 01, 2010**

Please label your budget using the following naming convention:

- LHD name 09-10 CDC PHER Phase III Mid Year Expenditure Report
- Expenses being reported should only reflect actuals incurred during the current report period.
- Expenses and Encumbrances are different:
 - Expenses are actual expenditures to date.
 - Encumbrances are committed funds not yet expended through 2/28/10.
 - Definition of Encumbrance: a purchase document has been issued for an item, but payment has not been made as of 2/28/10.

SUMMARY

- This sheet will be self-calculated by information that is entered into the Personnel, Travel, Equipment, Supplies, Contractual, Other and Indirect spreadsheets.

PERSONNEL; TRAVEL; EQUIPMENT AND SUPPLIES; CONTRACTUAL; OTHER and INDIRECT CATEGORIES

- Please enter expenditure and encubmrance information in the appropriate column.

2009-10 Year-End CDC PHER Phase III H1N1 Expenditure Report: Instructions

Directions for Completing 2009-2010 Year-End Expenditure Report: CDC PHER Phase III H1N1

Please provide expenditure and encumbrance information for the time period of August 31, 2009 through August 9, 2010.

Funding Source	2009-10 Year End Report Period	
	Begin Date	End Date
CDC PHER Phase III H1N1	July 31, 2009	July 30, 2010

General Instructions:

Please send your 09/10 Year-End CDC PHER Phase III H1N1 Expenditure Report via e-mail to lhbtprog@cdph.ca.gov.

Please label your budget using the following naming convention:

- LHD name 09-10 CDC PHER Phase III Year End Expenditure Report

09/10 Year-End Progress Reports are due:

Monday, November 01, 2010

- Expenses being reported should only reflect actuals incurred during the current report period.
- Expenses and Encumbrances are different:
 - Expenses are actual expenditures to date.
 - Encumbrances are committed funds not yet expended through 8/9/10.
 - Definition of Encumbrance: a purchase document has been issued for an item, but payment has not been made as of 8/9/10.

SUMMARY

- This sheet will be self-calculated by information that is entered into the Personnel, Travel, Equipment, Supplies, Contractual, Other and Indirect spreadsheets.

PERSONNEL; TRAVEL; EQUIPMENT AND SUPPLIES; CONTRACTUAL; OTHER and INDIRECT CATEGORIES

- Please enter expenditure and encumbrance information in the appropriate column.

Community Mitigation Strategies

Purposes of Community Mitigation

- to help limit the spread of a pandemic
- to prevent disease, suffering and death
- to maintain critical infrastructure and lessen the impact on the economy
- to keep society functioning

Community Mitigation Strategy by Pandemic Severity

Intervention by Setting	Pandemic Severity Index		
	1	2 and 3	4 and 5
Home			
I. Voluntary isolation of ill at home (adults and children); combine with use of antiviral treatment as available and indicated	Recommended	Recommended	Recommended
II. Voluntary quarantine of exposed individuals at home (adults and children); consider combining with antiviral prophylaxis if effective, feasible, and quantities sufficient	Generally not recommended	Consider	Recommended
III. School			
Child social distancing			
- dismissal of students from schools and school-based activities, and closures of child care programs	Generally not recommended	Consider < 4 weeks	Recommended < 12 weeks
-reduce out-of-school social contacts and community mixing	Generally not recommended	Consider < 4 weeks	Recommended < 12 weeks
IV. Workplace/Community			
Adult social distancing			
- decrease number of social contacts (e.g. encourage teleconferences, alternatives to face-to-face meetings)	Generally not recommended	Consider	Recommended
-increase distance between persons (e.g. reduce density in public transit, workplace)	Generally not recommended	Consider	Recommended
- modify, postpone, or cancel selected public gatherings to promote social distance (e.g. postpone indoor stadium events, theatre performances)	Generally not recommended	Consider	Recommended
- modify work place schedules and practices (e.g. telework, staggered shifts)	Generally not recommended	Consider	Recommended

Source: Department of Health and Human Services, CDC. *Interim Pre-Pandemic Planning Guidance: Community Strategy for Pandemic Influenza Mitigation in the United States – Early, Targeted, Layered Use of Non-pharmaceutical Interventions*. February 2007.

**Stanislaus County Community Mitigation:
I. Isolation & Treatment of Ill Persons**

Specific Strategies	Purpose / Duration	Partners (other than HSA/PH)	Current Status	Tasks Pending
Voluntary isolation¹ of ill individuals <ul style="list-style-type: none"> ▪ Home isolation of mildly ill ▪ Hospital isolation of severely ill 	Reduce transmission to others 7-10 days or until they are well	<ul style="list-style-type: none"> ▪ Hospitals ▪ Stanislaus Medical Society ▪ CDPH ▪ Home health care services ▪ 	<ul style="list-style-type: none"> ▪ Guide to self-care at home has been created ▪ Coordination with hospitals on patient cohorting and isolation is complete; ▪ Exemptions are available re neg. pressure rooms from Public Health Officer 	<ul style="list-style-type: none"> ▪ TBD
Mandatory isolation¹ of ill individuals	Reduce transmission to others 7-10 days or until they are well	<ul style="list-style-type: none"> ▪ District Attorney ▪ Law Enforcement 	<ul style="list-style-type: none"> ▪ TBD 	<ul style="list-style-type: none"> ▪ Discuss legal basis and procedures to implement mandatory isolation on a large scale ▪ Develop mechanism for tracking those in isolation
		<ul style="list-style-type: none"> ▪ Behavioral Health, CSA, social support service organizations 	<ul style="list-style-type: none"> ▪ TBD 	<ul style="list-style-type: none"> ▪ Determine how basic needs and psychosocial support can be provided ▪
Visitor restriction to hospitals, LTCF, correction facilities	Prevent further disease spread	<ul style="list-style-type: none"> ▪ Hospitals, clinics ▪ LTC ▪ Sheriff / correctional facilities 	<ul style="list-style-type: none"> ▪ TBD 	<ul style="list-style-type: none"> ▪ Draft visitor restriction policy, similar to norovirus in LTCF and hospitals ▪

¹Note: Experience with SARS, smallpox and other epidemics has indicated that isolation is most effective for diseases that are NOT contagious before symptoms onset. The longer time an asymptomatic person can infect others before the onset of symptoms, the more important it is to quarantine exposed persons in conjunction with isolating the ill.

**Stanislaus County Community Mitigation:
I. Isolation & Treatment of Ill Persons**

Specific Strategies	Purpose / Duration	Partners (other than HSA/PH)	Current Status	Tasks Pending
Use of antiviral medications is recommended when these are available and effective	Reduce severity of illness and decrease deaths	<ul style="list-style-type: none"> ▪ Hospitals ▪ Pharmacies ▪ CDPH/CDC ▪ SCPH Lab 	<ul style="list-style-type: none"> ▪ Receipt of 20% of county allotment of antivirals from Strategic National Stockpile (by HSA/PH) ▪ Draft Dispensing Policy guidelines completed ▪ Distribution policy re-written ▪ MOU with facilities and providers developed ▪ Coordination with hospitals and pharmacies re ordering ▪ PH has issued guidance on use of antivirals in specific populations ▪ SCPH Lab coordinating virus testing to monitor virus susceptibility / resistance 	<ul style="list-style-type: none"> ▪ TBD

**Stanislaus County Community Mitigation:
II. Quarantine & Prophylaxis of Exposed Persons**

Specific Strategies	Purpose / Duration	Partners (other than HSA/PH)	Current Status	Tasks Pending
Home quarantine of household contacts of ill persons - voluntary	Reduce transmission to others	<ul style="list-style-type: none"> ▪ Hospitals 	<ul style="list-style-type: none"> ▪ Guide to symptoms of pandemic influenza has been developed ▪ Self-care guide has been developed and disseminated 	<ul style="list-style-type: none"> ▪ TBD
Home (or work) quarantine of others exposed to ill persons - voluntary	Reduce transmission to others	<ul style="list-style-type: none"> ▪ Employers (e.g. medical facilities) 	<ul style="list-style-type: none"> ▪ Guide to symptoms of pandemic influenza has been developed ▪ Self-care guide has been developed 	<ul style="list-style-type: none"> ▪ Coordinate with employers for work-based quarantine
Home quarantine of household contacts of ill persons - mandatory	Reduce transmission to others	<ul style="list-style-type: none"> ▪ County Counsel ▪ District Attorney ▪ Law Enforcement ▪ Behavioral Health, CSA, social support service organizations 	<ul style="list-style-type: none"> ▪ Guide to symptoms of pandemic influenza has been developed ▪ Self-care guide has been developed ▪ 	<ul style="list-style-type: none"> ▪ Discuss legal basis and procedures to implement mandatory quarantine on a large scale ▪ Determine how basic needs and psychosocial support can be provided ▪ Develop mechanism for tracking those in quarantine
Home (or work) quarantine of others exposed to ill persons - mandatory	Reduce transmission to others	<ul style="list-style-type: none"> ▪ County Counsel ▪ District Attorney ▪ Law Enforcement ▪ 	<ul style="list-style-type: none"> ▪ TBD 	<ul style="list-style-type: none"> ▪ Discuss legal basis and procedures to implement mandatory quarantine on a large scale ▪ Develop mechanism for tracking those in quarantine
		<ul style="list-style-type: none"> ▪ 	<ul style="list-style-type: none"> ▪ Self-care guide has been developed ▪ Guide to symptoms of pandemic influenza has been developed 	<ul style="list-style-type: none"> ▪ TBD
		<ul style="list-style-type: none"> ▪ Employers (e.g. medical facilities) 	<ul style="list-style-type: none"> ▪ TBD 	<ul style="list-style-type: none"> ▪ Coordinate with employers for work-based quarantine
		<ul style="list-style-type: none"> ▪ Behavioral Health, CSA, social support service organizations 	<ul style="list-style-type: none"> ▪ TBD 	<ul style="list-style-type: none"> ▪ Determine how basic needs and psychosocial support ▪

²Note: The timing of contagiousness vs. the incubation time is important; the effectiveness of quarantine increases with longer time periods during which an asymptomatic person can infect others before the onset of symptoms. The greater the virulence of the virus, the more important transmission prevention will be.

**Stanislaus County Community Mitigation:
II. Quarantine & Prophylaxis of Exposed Persons**

Specific Strategies	Purpose / Duration	Partners (other than HSA/PH)	Current Status	Tasks Pending
<p>Use of antiviral medications is recommended when these are available and effective</p>	<p>Reduce severity of illness and decrease deaths</p>	<ul style="list-style-type: none"> ▪ Hospitals ▪ Pharmacies ▪ CDPH/CDC ▪ SCPH Lab ▪ Clinics ▪ Providers 	<ul style="list-style-type: none"> ▪ Receipt of 20% of county allotment of antivirals from Strategic National Stockpile (by HSA/PH) ▪ Draft Dispensing Policy guidelines completed ▪ Distribution policy re-written ▪ MOU with facilities and providers developed ▪ Coordination with hospitals and pharmacies re ordering ▪ PH has issued guidance on use of antivirals in specific populations ▪ SCPH Lab coordinating virus testing to monitor virus susceptibility / resistance 	<ul style="list-style-type: none"> ▪ TBD

**Stanislaus County Community Mitigation:
III. Dismissal of Students from Schools / Childcare**

Specific Strategies	Purpose / Duration	Partners (other than HSA/PH)	Current Status	Tasks Pending
Dismiss students for schools + school-based activities.	Reduce transmission to others Up to 12 weeks	<ul style="list-style-type: none"> ▪ SCOE ▪ School districts ▪ School nurses ▪ 	<ul style="list-style-type: none"> ▪ Discussions with SCOE have taken place concerning triggers and procedures for school closures ▪ 12 districts are sending daily absenteeism data to PH for monitoring 	<ul style="list-style-type: none"> ▪ Coordinate with licensed child care facilities ▪ Develop plan for continuity of instruction. May include assignments by radio, television, mail, email, teleconferencing, or thru media ▪ Consider restructuring of school calendar ▪ ▪ Estimate impact on parents and employers?
Elementary + Secondary Schools	Up to 12 weeks	<ul style="list-style-type: none"> ▪ SCOE ▪ Nutritionists 	<ul style="list-style-type: none"> ▪ TBD 	<p>Determine if students who require free reduced meal can qualify for other nutrition assistance programs in community</p> <p>Encourage school nurses, counselors, school psychologists and social workers to establish supportive long-distance relationships with particularly vulnerable students</p> <p>Minimize impact of student dismissal on parents by employing child-minding strategies to permit continued employment.</p>

**Stanislaus County Community Mitigation:
III. Dismissal of Students from Schools / Childcare**

Specific Strategies	Purpose / Duration	Partners (other than HSA/PH)	Current Status	Tasks Pending
Colleges + Universities	Up to 12 weeks	<ul style="list-style-type: none"> ▪ Modesto Junior College ▪ Stanislaus State 	<ul style="list-style-type: none"> ▪ TBD 	<ul style="list-style-type: none"> ▪ Plan for alternate ways to provide continued instruction ▪ Some students, especially international students, may not be able to rapidly relocate during a pandemic and may need to remain on campus for some time
Reduce out-of-school social contacts and community mixing through <u>voluntary</u> strategies such as cancelling after-school and extracurricular group activities.	Reduce transmission to others	<ul style="list-style-type: none"> ▪ SCOE ▪ Patterson teen center, Red Shield Youth Center 	<ul style="list-style-type: none"> ▪ TBD 	<ul style="list-style-type: none"> ▪ Coordinate with after school program providers
Reduce out-of-school social contacts and community mixing through <u>mandatory</u> policies (e.g. curfews, no children at mall without adult supervision, etc.)	Reduce transmission to others	<ul style="list-style-type: none"> ▪ County Counsel ▪ District Attorney ▪ Law Enforcement ▪ 	<ul style="list-style-type: none"> ▪ TBD 	<ul style="list-style-type: none"> ▪ TBD
Child Care dismissal: nonresidential settings, large (≥ 7 children) and small (≤ 6 children) family childcare homes		<ul style="list-style-type: none"> ▪ SCOE ▪ California Department of Social Services, Community Care Licensing Division 	<ul style="list-style-type: none"> ▪ TBD 	<ul style="list-style-type: none"> ▪ Develop and disseminate guidelines for family-based and informal child care providers ▪

Three-tiered planning approach for Child Care Facilities. Same for school dismissal.

Pandemic Severity	Action	Closure Duration	If Choose to Remain Open	Communication with Staff, Parents, Families
Category 1	No Closure	-----	Provide staff with information about measures that program will institute in order to reduce virus transmission.	<ul style="list-style-type: none"> - Provide families with information pre-pandemic and during pandemic - During Pandemic, use telephone calling tree, email alert, call-in voice recording to communicate pandemic status in community, status of childcare program activities
Category 2 or 3	Short Term Closure	Up to 4 weeks	<ul style="list-style-type: none"> - Restructure and keep groups of staff/children from mixing together to minimize social contacts - Ask ill staff to stay home while they are ill - Modify exclusion policies to include ill children and possibly, based on public health recommendations, those will ill family members - Implement staggered shifts - Implement social distancing including: eliminating gatherings of staff and minimizing contact between staff and parents - 	
Category 4 or 5	Prolonged Closure	Up to 12 weeks	--NA--	

**Stanislaus County Community Mitigation:
IV. Social Distancing for Adults**

Specific Strategies	Purpose / Duration	Partners (other than HSA/PH)	Current Status	Tasks Pending
Decrease number of social contacts (e.g. encourage teleconferences and other alternatives to face-to-face meetings)	Reduce transmission to others	<ul style="list-style-type: none"> ▪ Mayor's office ▪ County Board / County Council ▪ Law Enforcement ▪ EMS ▪ Utilities ▪ Transportation ▪ Social Services ▪ Juvenile justice ▪ Foster care 	<ul style="list-style-type: none"> ▪ Special Population Workgroup established Aug '07 	<ul style="list-style-type: none"> ▪ Conduct outreach to community partners to promote social distancing ▪ Distribute information to workplaces + community to explain the rationale and steps to take regarding social distancing ▪ Will need to involve special population workgroup to determine how best to deliver message
Increase distance between persons (e.g. on buses, in workplace, worship)	Reduce transmission to others	<ul style="list-style-type: none"> ▪ Businesses ▪ Education sector 	<ul style="list-style-type: none"> ▪ TBD 	<ul style="list-style-type: none"> ▪ TBD
		<ul style="list-style-type: none"> ▪ Faith based community 	<ul style="list-style-type: none"> ▪ H1N1 recommendation to faith based community – faxblast 	
Reduce likelihood of transmission by encouraging mask use in addition to handwashing and respiratory etiquette	Reduce transmission to others	<ul style="list-style-type: none"> ▪ TBD 	<ul style="list-style-type: none"> ▪ TBD 	<ul style="list-style-type: none"> ▪ TBD
Modify, postpone or cancel selected public gatherings to promote social distance (e.g. events at large indoor facilities like stadiums and theaters)	Reduce transmission to others	<ul style="list-style-type: none"> ▪ TBD 	<ul style="list-style-type: none"> ▪ TBD 	Access whether services or benefits can be provided with social distancing practices in place, and with a reduced State workforce. Can agency handle potential increase in filing of claims / service requests?

**Stanislaus County Community Mitigation:
IV. Social Distancing for Adults**

Specific Strategies	Purpose / Duration	Partners (other than HSA/PH)	Current Status	Tasks Pending
Modify work place schedules and practices (e.g. telework, staggered shifts)	Reduce transmission within workplace and thus into the community.	<ul style="list-style-type: none"> ▪ Employment Services ▪ Income support services ▪ Workforce Alliance 	<ul style="list-style-type: none"> ▪ <i>Planning for 2009 H1N1: a Preparedness Guide for Small Businesses</i>, available for download from CDPH 	<p>Develop process to help businesses adjust leave policies to facilitate sick employees to stay home</p> <p>Match unemployed workers with employers who may have additional labor force needs during a pandemic</p>
Encourage adoption of (paid) sick leave policies	Reduce transmission to others	<ul style="list-style-type: none"> ▪ TBD 	<ul style="list-style-type: none"> ▪ <i>Planning for 2009 H1N1: a Preparedness Guide for Small Businesses</i>, available for download from CDPH 	<p>Develop process to help businesses adjust leave policies to facilitate sick employees to stay home</p> <p>Determine if medical leave law (FMLA) will be applicable for workers who need to take time off from work during pandemic</p> <p>Assess whether there are State-supported, local, or non-profit mental health and substance abuse services that may be able to provide psychological and social support to workers</p>
Encourage Continuity of Operations / emergency planning by businesses	Reduce economic impact of absenteeism and impact on supply chains	<ul style="list-style-type: none"> ▪ TBD 	<ul style="list-style-type: none"> ▪ <i>Planning for 2009 H1N1: a Preparedness Guide for Small Businesses</i>, available for download from CDPH 	<ul style="list-style-type: none"> ▪ TBD
Encourage cross-training of staff	Reduce economic impact of absenteeism	<ul style="list-style-type: none"> ▪ TBD 	<ul style="list-style-type: none"> ▪ <i>Planning for 2009 H1N1: a Preparedness Guide for Small Businesses</i>, available for download from CDPH 	<ul style="list-style-type: none"> ▪ TBD

Attachment 26

County of Stanislaus

2009-10

Agreement No. EPO 09-50

2009-10 CDC Public Health Emergency Preparedness (PHEP), State General Fund (GF) Pandemic Influenza, HHS Hospital Preparedness Program (HPP), CDC Public Health Emergency Response (PHER) Phase I and II, HPP H1N1 Funding AGREEMENT

1. This Agreement is entered into between the California Department of Public Health, herein after referred to as "CDPH" and the County of Stanislaus, herein after referred to as "LHD" and/or "Local HPP Entity".
2. The term of this Agreement is:
 - August 10, 2009 through August 9, 2010 (Centers for Disease Control and Prevention [CDC])
 - August 9, 2009 through June 30, 2010 (Hospital Preparedness Program [HPP])
 - July 1, 2009 through June 30, 2010 (State GF Pandemic Influenza)
 - July 31, 2009 through July 30, 2010 (CDC Public Health Emergency Response [PHER] H1N1) Phase I Focus Area 1 and Focus Area 2
 - July 31, 2009 through July 30, 2010 (HPP H1N1)
3. The maximum amount payable under this Agreement is \$1,442,787, and is allocated as follows:
 - \$462,428, CDC Base Allocation. (8/10/09 – 8/9/10)
 - \$0, Laboratory Allocation. (8/10/09 – 8/9/10)
 - \$0, Laboratory Trainee Stipends. (8/10/09 – 8/9/10)
 - \$0, Laboratory Training Assistance Grant. (8/10/09 – 8/9/10)
 - \$0, Cities Readiness Initiative Funds. (8/10/09 – 8/9/10)
 - \$305,650, HPP Allocation. (8/9/09 – 6/30/10)
 - \$77,870, State GF Pandemic Influenza Allocation. (7/1/09 – 6/30/10)
 - \$215,666, CDC PHER H1N1 Phase I Focus Area 1 Allocation. (7/31/09 – 7/30/10)
 - \$72,518, CDC PHER H1N1 Phase I Focus Area 2 Allocation. (7/31/09 – 7/30/10)
 - \$199,297, CDC PHER H1N1 Phase II Allocation. (7/31/09 – 7/30/10)
 - \$109,358, HPP H1N1 Allocation. (7/31/09 – 7/30/10)
4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of this Agreement.

Exhibit A — Scope of Work	03 Pages
Exhibit B — Budget Detail and Budget Provisions	05 Pages
Exhibit B, Attachment 1, Criteria for Payments	01 Page
Exhibit C — Additional Provisions	03 Pages
Exhibit D(F) — Special Terms and Conditions (Federal)	26 Pages
Notwithstanding provisions 3, 4, 6, 12, 13, 17, 22, 23, 27, and 30 which do not apply to this Agreement.	
Exhibit E – Non-Supplantation Certification Form	01 Page

Attachment 26

County of Stanislaus

2009-10

Agreement No. EPO 09-50

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

CONTRACTOR	
CONTRACTOR'S NAME	
County of Stanislaus	
BY (Authorized Signature) <i>Mary Ann Lee</i>	DATE SIGNED (Do not type -signor must date) 10/29/09
PRINTED NAME AND TITLE OF PERSON SIGNING	
Mary Ann Lee, Managing Director Health Services Agency	
ADDRESS	
830 Scenic Dr., Modesto, CA 95350	
STATE OF CALIFORNIA	
AGENCY NAME	
California Department of Public Health	
BY (Authorized Signature) <i>Elizabeth H. Hynan</i>	DATE SIGNED 11-6-09
ADDRESS	
1615 Capitol Avenue, MS 7002, P.O. Box 997377, Sacramento, CA 95899-7377	