

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

DEPT: Health Services Agency *md*

BOARD AGENDA # *B-9

Urgent Routine

AGENDA DATE January 12, 2010

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, Office of Family Planning, for the Teen Pregnancy Prevention Community Challenge Grant Program funding, and to Enter the Grant Agreement upon Award

STAFF RECOMMENDATIONS:

1. Approve the submission by the Health Services Agency of an application for funding to the California Department of Public Health, Office of Family Planning, for the Teen Pregnancy Prevention Community Challenge Grant (CCG) Program (Request for Application RFA 10-95001) for the period beginning July 1, 2010 and ending June 30, 2015.
2. Authorize the Health Services Agency Managing Director or her designee to sign the agreement, and any amendments thereafter, and accept the funds, if awarded.

FISCAL IMPACT:

The term of the Teen Pregnancy Prevention Community Challenge grant is from July 1, 2010 through June 30, 2015. Awards will be determined through a competitive application process. Based on weighted scores, grant awards are anticipated to be between \$150,000 and \$250,000 per fiscal year. The Health Services Agency is planning to apply for \$250,000 per fiscal year. If the grant is awarded, the Health Services Agency will include the revenue and expenditures in its Fiscal Year 2010-2011 Proposed Budget.

BOARD ACTION AS FOLLOWS:

No. 2010-015

On motion of Supervisor Monteith, Seconded by Supervisor DeMartini

and approved by the following vote,

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

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:

Christine Ferraro

ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

Approval for the Health Services Agency to submit an application to the California Department of Public Health, Office of Family Planning, for the Teen Pregnancy Prevention Community Challenge Grant Program funding, and to Enter the Grant Agreement upon Award

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DISCUSSION:

The California Department of Public Health Office of Family Planning has issued a Request for Application (RFA) for the Community Challenge Grant Program, to solicit applications to fund community-based and community driven programs that address the problems of teen and unintended pregnancy through prevention and health education activities, along with linkages to family planning services and reproductive health care.

The Office of Family Planning (OFP) is a division within the Center for Family Health, California Department of Public Health (CDPH). The OFP is charged by the California Legislature *"to make available to citizens of the State of California who are of childbearing age, comprehensive medical knowledge, assistance, and services relating to the planning of families."* The Community Challenge Grant (CCG) Program was enacted in 1996 (California Welfare and Institutions Code Section 18993-18993.9 Appendix 1) and, in 2003, the administration was placed under the Teen Pregnancy Prevention (TPP) Program, within OFP (California Welfare and Institutions Code Sections 14504.1)

The goals of the CCG program are:

- To reduce the number of teenage pregnancies and teenage single parents.
- To promote responsible parenting and the involvement of the biological father in the economic, social and emotional support of his children.

The Stanislaus County Health Services Agency (HSA) has been the leader in the community for the past 20 years in dealing with issues pertaining to adolescent pregnancy. The Community Challenge Grant (CCG) has been in place within HSA since May of 1997 and funding has been maintained through each of its funding cycles, totaling approximately \$1.968 million. In the current 2009-2010 Fiscal Year, HSA will receive (or has received) \$210,000 in CCG grant funding. Through the years, HSA has provided both school and community based education on sexuality for thousands of county residents. For example, in 2008 approximately 4,000 high school students received comprehensive sexual health education within Modesto City Schools District.

The Health Services Agency's CCG Program for 2010 – 2015 will propose to concentrate its efforts on high risk youth in and out of school, between the ages of 12-17, as well as mainstream youth in the school. The primary objective is to have a sphere of influence in reducing teen pregnancies, repeat pregnancies, sexually transmitted infections, and supporting students who have chosen to abstain from sexual activities.

Approval for the Health Services Agency to submit an application to the California Department of Public Health, Office of Family Planning, for the Teen Pregnancy Prevention Community Challenge Grant Program funding, and to Enter the Grant Agreement upon Award

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The proposed programs will be delivered to adolescents from junior high and high schools, including alternative schools, in Stanislaus County. Programs will be both school and community-based reaching approximately 8,000 youth in Stanislaus County.

POLICY ISSUES:

The Board of Supervisors' approval of the application for and acceptance of the Teen Pregnancy Prevention Community Challenge grant award meets with the Board's priorities of *A healthy community* and *Effective partnerships*, as it will enable the Health Services Agency to continue to work with local schools and the community to continue efforts in preventing teen and unintended pregnancies.

The State is requiring applicants which are local government agencies, to seek a formal resolution from the respective governing Board documenting support of the application and authority to enter the grant agreement, if awarded. The Health Services Agency's application is being prepared for submission by the January 7, 2010 deadline; however, the actual Board resolution is not a requirement at the time of application. The grant instructions state the following: "Include a letter documenting when the resolution was submitted to the board and when the applicant expects to receive approval. Approved resolutions must be received by the OFP before grant agreements can be finalized, and in time to begin work on July 1, 2010".

STAFFING IMPACT:

There is no staffing impact associated with this request. The current CCG program funds approximately 3 full time positions. A successful application will continue to provide funding for this staffing.



**Request for Application (RFA)
10-95001**

Teen Pregnancy Prevention
Community Challenge Grant (CCG) Program

October 21, 2009

California Department of Public Health
Office of Family Planning
MS 8400, P.O. Box 997420
Sacramento, CA 95899-7420

To obtain a copy of this document in an alternate format, please contact:

California Department of Public Health

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RFA TIMELINE

This RFA Timeline is subject to change. OF P reserves the right to adjust any date as necessary. Date adjustments will be posted on the OF P website at <http://www.cdph.ca.gov/programs/tpp/Pages/CCGRFA.aspx>. It is the applicant's responsibility to check the website frequently.

Event	Date	Time (If Applicable)
RFA Release (posted on OFP website)	October 21, 2009	
Questions: Deadline to submit questions for Teleconference	October 27, 2009	4:00 p.m.
Q&A Teleconference	November 2, 2009	TBD
Mandatory Bidders' Teleconference	November 4, 2009	TBD
Mandatory Letter of Intent to Submit an Application deadline (Attachment 16)	November 9, 2009	4:00 p.m.
Applications Due	January 7, 2010	4:00 p.m.
Notice of Intent to Award Funds	March 2, 2010	
Appeals Due Date	March 16, 2010	4:00 p.m.
Decisions on Appeals (if necessary)	April 6, 2010	
Award Announcements Made to Public	April 8, 2010	
Grant Period Commences	July 1, 2010	

LIST OF ATTACHMENTS

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Attachment 1	Application Checklist
Attachment 2	Application Cover Page
Attachment 3a	Application Summary
Attachment 3b	Application Summary Intervention Sites
Attachment 4	TPP Collaborative Roster
Attachment 5	Collaborative Member Agreement Form
Attachment 6	Logic Model
Attachment 7	Project Plan
Attachment 8	Curriculum Assessment Tool (CAT)
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LIST OF EXHIBITS

Exhibit #	Exhibit Name
Exhibit A1	Standard Agreement (CDPH 1229)
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Exhibit C	General Terms and Conditions (GTC 307). View or download this exhibit at this Internet site: http://www.ols.dgs.ca.gov/Standard+Language/default.htm .
Exhibit D(F)	Special Terms and Conditions
Exhibit E	Additional Provisions
Exhibit E, Attachment I	AB 629 Compliance Form
Exhibit F	Contractor's Release
Exhibit G	Travel Reimbursement Information
Exhibit H	Contract Equipment Purchased with CDPH Funds (CDPH 1203)
Exhibit I	Inventory/Disposition of CDPH-Funded Equipment (CDPH 1204)
Exhibit J	HIPAA Business Associate Addendum
Exhibit K	Information Confidentiality and Security Requirement
Exhibit L	Information Systems Security Requirements for Projects (ISO/SRI)
Exhibit M	UC HIPAA Business Associate Addendum

I. INTRODUCTION

A. Purpose

The purpose of this Request for Application (RFA) is to solicit applications to fund community-based and community driven programs that address the problems of teen and unintended pregnancy through prevention and health education activities, along with linkages to family planning services and reproductive health care.

B. CCG Program

The Office of Family Planning (OFP) is a division within the Center for Family Health, California Department of Public Health (CDPH), and is overseen by the California Health and Human Services Agency. The OFP is charged by the California Legislature *"to make available to citizens of the State of California who are of childbearing age, comprehensive medical knowledge, assistance, and services relating to the planning of families."*

The Community Challenge Grant (CCG) Program was enacted in 1996 (California Welfare and Institutions Code Section 18993-18993.9 **Appendix 1**) and, in 2003, was placed in OFP (California Welfare and Institutions Code Sections 14504.1) and administered under the Teen Pregnancy Prevention (TPP) Program.

The CCG funded projects are located in a variety of settings, including community-based organizations, county and local governments, and schools. CCG Projects use various interventions that incorporate youth development principles to help adolescents avoid pregnancy and sexually transmitted infections (STI).

The goals of the CCG Program are:

- To reduce the number of teenage pregnancies and teenage single parents.
- To promote responsible parenting and the involvement of the biological father in the economic, social, and emotional support of his children.

The target populations for CCG include the following:

- Pre-sexually active adolescents
- Sexually active adolescents
- Pregnant and parenting teens
- Parents and families (including adult caregivers)
- Young adults at risk for unwed motherhood or absentee fatherhood
- Personnel who work with youth, such as sports coaches, school counselors, etc.

Additional target sub-populations other than those outlined above may be selected and addressed by local programs, based on their community's service area and approach to reducing teen pregnancy. In addition, OFP encourages special emphasis to be targeted toward:

- California's Latino population
- Foster care youth
- Young men

OFP has defined Latino and foster care youth as priority populations because their teen birth rates in California are higher than the general population. Young men are defined as a priority population due to the lack of parental involvement by teen and young adult males and the role that young men play in teen pregnancy.

C. Background Information

1. Problem Statement

a. United States and California

According to the National Center for Health Statistics, teen birth rates in the United States have declined dramatically over the past 15 years; a 34% decline from 1991 to 2005. Experts attribute this teen pregnancy decline to more effective use of condoms and other contraception by sexually active teens.¹ However, from 2005 to 2006, the U.S. teen birth rate (15-19 years) slightly increased (3%). This increase (40.5 per 1,000 to 41.9 per 1,000) marks the largest growth in teen birth rates since 1989-1990.² Additionally, the U.S. continues to have the highest teen birth rates out of 50 industrialized countries.

California's teen birth rate remains lower than the national average; however, it reflects the nationwide trend. California's teen birth rate has declined by 46 percent since 1991. In 2007, the most recent year for which data is available, 53,393 babies were born to females ages 15-19 for a rate of 37.1 births for every 1,000 females. The rate represents a decline from the rate of 37.8 in 2006. Although teen birth rates for 2007 decreased, we cannot become complacent due to the rapidly growing teen population in California.

In addition, there is a substantial economic cost associated with teen births. According to the Public Health Institute in 2006, each teen birth cost California taxpayers \$2,493, yielding an annual total net cost to taxpayers of \$1.7 billion and an annual net cost to society of \$3.8 billion.³

b. Social and Health Consequences of Teen Births

Along with the economic consequences described above, research has demonstrated adverse social and health consequences of teen childbearing. Some of the consequences include:⁴

- Teen mothers are less likely to graduate from high school.
- Teen mothers are less likely to go to college.
- Teen mothers are more likely to be single, increasing the likelihood that they and their children will live in poverty.
- Children of teen mothers are more likely to have behavior problems.
- Children of teen mothers are more likely to have a higher rate of incarceration for boys.
- Low birth weight is more common among teen infants than among those born to women in their 20's.

c. Latinos

While it is true that teen pregnancy impacts all ethnic groups, the problem is more acute in the Latino community both nationally and in California.

According to research by The National Campaign to Prevent Teen and Unplanned Pregnancy, even though national pregnancy and birth rates among Latino teens have declined over the last decade, it is still the case that 51% of Latinas become pregnant in the U.S. at least once before age 20. Compared to the overall national average of 35%, it becomes evident that Latino teens

¹ Santelli JS et al. Explaining recent declines in adolescent pregnancy in the United States: The contribution of abstinence and improved contraceptive use. *AmJ Public Health* 2006; 97:150-6.

² U.S. Department of Health and Human Services: National Vital Statistics Report: *Births: Final Data for 2006, Volume 57(7)*.

³ Constantine NA et al. No Time for Complacency – Teen Births in California. Public Health Institute, Spring Update 2008.

⁴ Douglas Kirby, PH.D, *Emerging Answers 2007: Research Findings on Programs to Reduce Teen Pregnancy and Sexually Transmitted Diseases*. Washington, DC: The National Campaign to Prevent Teen and Unplanned Pregnancy, 2007.

have had the highest birth rate among the major racial/ethnic groups in the United States since 1995. Moreover, Latino teen birth rates have declined at a slower pace compared to other groups.⁵

In California, the Latino teen population is the fastest growing teen population. California Latinos have a substantially higher teen birth rate than any other group in the state, as reflected in 2007 teen birth rate data for 15-19 year olds by race/ethnic groups.⁶

- Hispanic 61.9 per 1,000
- African American 40.5 per 1,000
- American Indian/Aleut/Eskimo 29.0 per 1,000
- White 13.6 per 1,000
- Asian/Pacific Islander 10.9 per 1,000

However, by continuing the progress made to date in preventing early pregnancy and parenthood, more Latino teens will have the opportunity to get an education, participate in the workforce and build strong families.

d. Foster Care Youth

According to the Public Health Institute, there are approximately 72,000 youth aged 20 years and younger in state-supervised foster care in California, with about 13,000 of these youth aged 16-20 years currently transitioning out of foster care.⁷ According to The National Campaign to Prevent Teen and Unplanned Pregnancy, youth in foster care have higher rates of early pregnancy and childbearing compared to other youth.⁸ In addition:

- By age 19, nearly half of young women in foster care have been pregnant, compared to a fifth of their peers not in foster care. In other words, those in foster care are 2.5 times more likely to have been pregnant by age 19, compared to those not in foster care.
- By age 19, young women in foster care are more likely than those not in foster care to have had sexual intercourse (90% and 78% respectively).
- By age 17, foster care youth are twice as likely to have received family planning services as other youth (15% and 7.5% respectively).
- Compared to 19 year olds not in foster care, those in foster care were more likely to have reported having had sexual intercourse (89.8% compared to 77.9%).⁹

According to the Public Health Institute, foster and emancipated youth are at increased risk for unintended pregnancy, HIV/AIDS (human immunodeficiency virus/acquired immunodeficiency syndrome), and other STIs due to high-risk sexual behaviors such as unprotected sex and sex with multiple partners.¹⁰ In addition, foster care youth tend to change schools frequently due to changes in foster placements and thus may experience lapses in school attendance, fall behind in academic subjects, and also miss sex education sometimes delivered in traditional schools. Foster and former foster youth are therefore less likely to have had access to sex education classes, despite their increased risk for unintended pregnancy, HIV/AIDS, and other STIs.

⁵ The National Campaign to Prevent Teen and Unplanned Pregnancy. *Bridging Two Worlds: How Teen Pregnancy Prevention Programs Can Better Serve Latino Youth* January 2006.

⁶ Birth Rates for Females Ages 15-19 by Health Jurisdiction and Race/Ethnicity of Mother, California, 2007. State of California, Department of Public Health. Office of Health Information and Research (Vital Stats).

⁷ Constantine WL et al. *Sex Education and Reproductive Health Needs of Foster and Transitioning Youth in Three California Counties*. Public Health Institute. March 2, 2009. Excerpted from <http://crahd.phi.org/FTYSHNA-FullReport-3-2-09.pdf>.

⁸ The National Campaign to Prevent Teen and Unplanned Pregnancy. *Science Says: Foster Care Youth*. Number 27 August 2006. Excerpted from http://www.thenationalcampaign.org/resources/pdf/SS/SS27_FosterCare.pdf.

⁹ Ibid.

¹⁰ Constantine WL et al. *Sex Education and Reproductive Health Needs of Foster and Transitioning Youth in Three California Counties*. Public Health Institute. March 2, 2009. Excerpted from <http://crahd.phi.org/FTYSHNA-FullReport-3-2-09.pdf>.

As stated previously, adolescent parenthood can have considerable costs for both young women and their children, and delaying pregnancy among foster care youth is widely considered a worthwhile goal for child welfare policy.¹¹

e. **Young Men**

The National Center for Health Statistics reported that 17 per 1,000 males in their teens became fathers in 2002.¹¹ In 10% of teen births, the mother is 15-17 years old and the father is five or more years older.¹² Compared with young men, young women face a disproportionate burden of the consequences of unplanned pregnancy, as well as a sexual double standard that females are looked down upon for being sexually active while males are not. However, young men are also affected by conflicting messages about sex and sexual responsibility from the media, peers, and family members. As a result of this, many young men feel pressure to engage in sexual behavior to demonstrate their masculinity. At the same time, young men, especially young men of color, are also criticized for being sexually irresponsible or hypersexual. The result is that young men receive more attention for their contribution to the problem of teen pregnancy with only a minor role as part of the solution.

Young men's role in sexual health promotion is complex. According to The National Campaign to Prevent Teen and Unplanned Pregnancy, although girls have traditionally been the major focus of efforts to prevent teen pregnancy, the importance of focusing intervention efforts on teen boys and young men is increasingly clear to researchers, practitioners, parents, and those who work with youth.

The National Campaign to Prevent Teen and Unplanned Pregnancy's project called *It's A Guy Thing*¹³ has reported a dramatic shift from 1991 to 2004 in the sexual behavior of 9th to 12th grade boys:

- Fewer teen boys are having sexual intercourse – 16% decrease from 57% to 48%.
- Condom use is up – 14% increase from 55% to 69%.
- Fewer teen boys are having multiple sex partners – 5 % decrease from 23% to 18%.
- The median age of first intercourse for males is approximately 16.4 years of age.
- Boys are more likely to have casual sex but that gap has narrowed in recent years.
- Boys are more troubled about being virgins than girls.
- Parents are far more likely to discuss sex with their daughters than with their sons.

As stated in the CCG Program goals, the lack of involvement with the children of teen and young adult male fathers is another problem facing California and the nation. A survey of 6,816 biological resident fathers (all ages) conducted by Child Trends in 2001 showed that teen fathers were most likely to report not wanting the pregnancy and least likely to report that the pregnancy occurred at the right time. The survey revealed that pregnancy intentions (referring to men's feelings about the pregnancies of their partners or spouses – defined as: *intended, mistimed or unwanted*) are related to men's involvement with their infants after birth. The study indicated the importance of policies and programs that focus on positive father involvement for child well-being. Parenting classes, targeted at fathers as early as the teen years and available both before and after the birth, may serve as effective vehicles for teaching men how to interact

¹¹ Moss T. Adolescent Pregnancy and Childbearing in the United States, 2004. Excerpted from: <http://www.library.ca.gov/crb/03/07/03-007.pdf>.

¹² Duberstein L et al. Age Differences Between Minors Who Give Birth and Their Adult Partners. *Fam Plan Persp* 1997; 29:61-6.

¹³ NCPTP. It's a Guy Thing: Boys, Young Men, and Teen Pregnancy Prevention, February 2006. Excerpted from: http://www.thenationalcampaign.org/resources/pdf/SS/SS24_GuyThing.pdf

with their babies and how important it is for fathers to be involved in their children's lives – not just during infancy, but in the ensuing years as well.¹⁴

Despite increased recognition of the critical role males can play in both teen pregnancy prevention and effective teen parenting, young men remain less involved than their female counterparts. Oftentimes prevention education is directed at young girls while boys pass their adolescent years without the benefit of comparable instruction, information, or advice. Boys and young men must be targeted specifically to help reduce teen pregnancy and early, unintended fatherhood, and to promote the development of positive relationships between young fathers and their children¹⁵ in the economic, social, and emotional support of his children.

2. California's Family Planning Access Care and Treatment (Family PACT) Program

In 1996, the California Legislature enacted Family PACT which was implemented by OFP in January, 1997. Family PACT provides family planning and reproductive health services to California's low-income residents of reproductive age including the provision of services to teens.

Family PACT providers work in concert with OFP/TPP-funded CCG¹⁶ and Information and Education Programs,¹⁷ for the purposes of:

- Increasing access to publicly funded family planning services for low-income California residents.
- Increasing the use of effective contraceptive methods by clients.
- Promoting improved reproductive health.
- Reducing the rate, overall number, and cost of unintended pregnancies.

CCG Grantees serve as a bridge between comprehensive prevention education programs and clinical services through working partnerships with Family PACT providers. CCG Grantees provide teens reproductive health education and referral services. Referrals include family planning services, clinical care, HIV/AIDS testing and STI testing and treatment. Referrals may include, but is not limited to: providing a list of local Family PACT providers, Family PACT website information, referral cards, tours and open houses at Family PACT clinics. CCG Grantees are also required to collaborate with Family PACT providers in the development of teen-friendly clinical services in their community education and clinical linkage Family PACT efforts. For more information about Family PACT and to find a provider in your area, please visit the Family PACT website: <http://www.familypact.org>.

3. Legislation

a. Comprehensive Sexual Health Education (CSHE)

According to a report released by the American Civil Liberties Union (ACLU) of Northern California in 2003, ninety-six (96%) of California surveyed schools provide comprehensive sex education, predominantly in seventh (78%) and ninth (72%) grades, despite having no requirement to do so.¹⁸ Comprehensive Sexual Health Education (CSHE), according to the California Education Code Section 51933, is defined as "Education regarding human

¹⁴ Bronte-Tinkew, Jacinta Ph.D. et al. *Men's Pregnancy Intentions and Prenatal Behaviors: What They Mean for Fathers' Involvement With Their Children*. Child Trends Research Brief. Publication #2007:18. 2007. Excerpted from: www.childtrends.org.

¹⁵ Healthy Teen Network. *Supporting Young Male Involvement in Pregnancy Prevention & Parenting*. Excerpted from: <http://healthyteennetwork.org/vertical/Sites/{B4D0CC76-CF78-4784-BA7C-5D0436F6040C}/uploads/{C83468B6-5A9A-4FF7-A3A6-C7F7A5A8FBF9}.PDF>.

¹⁶ <http://www.cdph.ca.gov/programs/tpp/Documents/MO-TPP-CCGDirCoordbyCounty012709.pdf>.

¹⁷ <http://www.cdph.ca.gov/programs/tpp/Documents/MO-TPP-IEDirCoordbyCounty012709.pdf>.

¹⁸ Burlingame, Phyllida. *Sex Education in California Public Schools: Are Students Learning What They Need to Know?* ACLU of Northern California, August 2003.

development and sexuality, including education on pregnancy, family planning, and sexually transmitted disease.”

While the majority of public schools offer CSHE, they are often challenged by understanding the instructional details to fully comply with the legislative requirements. CCG Grantees are charged with not only assisting public schools with complying with Education Code Sections 51930-51939, but as of January 1, 2008, all state-funded programs that provide community-based sex education have been mandated by law to provide sex education that is comprehensive, medically accurate, and appropriate for the target population (Health and Safety Code Sections 151000-151003). In addition, state-funded programs providing sex education in public schools must state how their instruction complies fully with Education Code Sections 51930-51939. Below is an overview of California Legislation that describes these requirements in more detail.

b. California Comprehensive Sexual Health and HIV/AIDS Prevention Education Act of 2004 Education Code: Sections 51930-51939¹⁹

The California Comprehensive Sexual Health and HIV/AIDS Prevention Education Act Sections 51930-51939 specifies that school districts are not required to provide CSHE, **but if they choose to do so, school districts and CCG Grantees shall comply with all of the requirements listed below:**

(Comprehensive Sexual Health Education Section 51933)-Comprehensive sexual health education instruction shall be age-appropriate and bias-free, and all factual information shall be medically accurate and objective. Instruction shall be appropriate for students of all genders, sexual orientations, and ethnic and cultural backgrounds, and it shall be accessible for English language learner students and students with disabilities. Instruction shall encourage communication between students and their families and shall teach respect for marriage and committed relationships. In addition, in grades seven to twelve, instruction shall include all of the following: information about the value of abstinence; information about sexually transmitted diseases (STDs), including all Federal Drug Administration (FDA)-approved methods of reducing the risk of contracting STDs; information about all FDA-approved methods of contraception, including emergency contraception; information about California’s newborn abandonment law (Safe Surrender Law and skills for making responsible decisions about sexuality).

The HIV/AIDS Prevention component of this law (Section 51934) requires that all students in public schools, grades seven to twelve, receive HIV/AIDS prevention instruction at least once during middle school and once during high school (Education Code Section 51934).

It is important to note that there are further requirements if, when in compliance with teaching HIV/AIDS prevention, public schools choose to provide additional instruction not directly related to HIV/AIDS. Additional instruction includes information about contraception and other STIs besides HIV/AIDS. If this occurs, public schools are then considered to be “crossing over” into providing CSHE and must also comply fully with Education Code Section 51933. To illustrate, “crossing over” below are two examples:

- *Example #1: During HIV/AIDS instruction, students are only taught about condoms and their correct usage, as it relates to preventing HIV/AIDS transmission. The instructor is only required to comply with Section 51934 (HIV/AIDS) of the Education Code and not Section 51933 (CSHE) of the Education Code.*

¹⁹ <http://www.leginfo.ca.gov/cgi-bin/displaycode?section=edc&group=51001-52000&file=51930-51932> (Sections 51930-51939)

- *Example #2: During HIV/AIDS instruction, information about birth control (in addition to condoms) is presented to students. The instructor is now considered to also be providing CSHE and must comply with Education Code Section 51933.*

For more information about the instructional requirements of this law, please visit the California Department of Education (CDE) website: <http://www.cde.ca.gov/ls/he/se/>.

c. Sexual Health Education Accountability Act of 2008; Health & Safety Code Sections 151000-151003²⁰ (Appendix 2)

California's Sexual Health Education Accountability Act (SHEAA) became law on January 1, 2008. It requires that California state funds for community based sex education be spent on programs that are medically accurate, comprehensive and appropriate for the target population.

The law affects all state-funded community-based programs, including those administered by OFP, that are intended to prevent adolescent or unintended pregnancies and/or STIs, including HIV/AIDS, and are supported by state funds or state-administered funds. SHEAA does not apply to school-based instruction, which is regulated by Education Code Sections 51930-51939 (described above). However, state-funded programs providing sexual health education in public schools must state how their instruction complies fully with applicable Education Codes (Appendix 3).

This law sets forth basic standards for community-based sexual health education programs that are a simplified version of the existing standards for school-based instruction. These standards are:

- *All information shall be medically accurate, current, and objective.*
- *People presenting the information must understand and use current scientific data about sexual health.*
- *The program must be appropriate for its targeted population's age, culture, and language.*
- *The program may not teach or promote religious doctrine.*
- *The program may not reflect or promote bias against any person on the basis of disability, gender, nationality, race or ethnicity, religion, or sexual orientation.*
- *The program must provide information about the effectiveness and safety of one or more contraception or STI/STD prevention methods.*
- *Programs directed at minors must include information that abstinence is the only certain way to avoid pregnancy and STIs.*

SHEAA also states that only programs directed at minors less than 12 years of age may be abstinence-only. However, for the purposes of CCG funding, OFP will not support abstinence-only interventions.

Abstinence-only interventions include the following types of programs:

- **Abstinence-only:** Programs that emphasize abstinence from all sexual behaviors. These programs do not include information about contraception or disease-prevention methods.
- **Abstinence-only-until-marriage:** Programs that emphasize abstinence from all sexual behaviors outside of marriage. Contraception or disease-prevention methods are discussed to emphasize failure rates and present marriage as the only morally correct context for sexual activity.

²⁰ <http://www.leginfo.ca.gov/cgi-bin/displaycode?section=hsc&group=150001-151000&file=151000-151003> (Sections 151000-151003)

- **Fear-based:** Abstinence-only and abstinence-only-until -marriage programs designed to control young people's sexual behavior by instilling fear, shame, and guilt. These programs often rely on negative messages about sexuality, distort information about condoms and STIs, and promote biases based on gender, sexual orientation, marriage, family structure, and pregnancy options.

d. Health Education Content Standards for California Public Schools – K-12

On March 12, 2008, the California State Board of Education adopted the *Health Education Standards for California Public Schools* in response to California Education Code Section 51210.8 requirements.

These standards provide a framework for school programs offering health education instruction. There are specific criteria for "Growth, Development, and Sexual Health" (Standard 2) for each grade level.²¹ The State Board of Education and CDE do not require districts to follow the standards. However, some districts have adopted the standards. Please contact the schools you will be working with to see if they have adopted the standards as they may affect your curriculum selection.

²¹ Health Education Standards for California Public Schools. Excerpted from CDE's website: <http://www.cde.ca.gov/ci/he/he/index.asp>.

II. CCG PROGRAM REQUIREMENTS

A. Community Collaborative

According to the National Network for Collaboration, “The goal of community collaboration is to bring individuals and members of communities, agencies, and organizations together in an atmosphere of support to systematically solve existing and emerging problems that could not be solved by one group alone.”

As a requirement of this RFA, applicants shall establish or participate in an existing TPP Community Collaborative. The collaborative should be a broad based group of community members committed to developing healthy youth and reducing their risky behaviors. In addition, the collaborative should use the strengths of its members and community to address teen pregnancy by:

- Increasing awareness and promotion of youth sexual health issues and community resources.
- Building support for people who work on youth sexual health issues.
- Ensuring input and participation from a broad spectrum of people.
- Seeking technical assistance and support from other collaborative members and state partners to address local issues.
- Sharing current information about health, education and support services for young people that might not be otherwise readily available.
- Sharing program experiences, evaluations and best practices with other collaboratives and/or coalitions.

Formulation of a successful collaborative will provide benefits such as generating wiser decisions; obtaining new insights or perspectives that could result in creative solutions for difficult issues; fostering action; and promoting change. City leaders, county supervisors, and state legislators are more likely to become involved in and support initiatives like teen pregnancy prevention when they see broad commitment from multiple organizations that support activities to encourage youth to make life-affirming choices.

It is not necessary for applicants to form a new collaborative for the purposes of the CCG Project and its funding. An existing collaborative or a subgroup of the same collaborative may be used as long as:

- It focuses on youth development and teen pregnancy prevention issues.
- There is active involvement of the group(s) and support for the proposed CCG Project.
- CCG required members are represented and related activity requirements are completed.

1. Membership

Collaborative membership should consist of 10 to 15 individuals with expertise in the issues affecting unintended pregnancy and at-risk youth. Applicants must submit a TPP Collaborative Roster (**Attachment 4**), along with a non-binding Collaborative Member Agreement Form (**Attachment 5**) for each individual/organization proposing to participate (including subcontractors), in their collaborative.

The table below includes a list of required and suggested members for CCG Grantee’s Community Collaborative:

REQUIRED:

- Family PACT Providers*
- Cal-Learn Providers*
- Cal-SAFE Providers*
- Information and Education Projects*
- School Representatives and Educators

- Parents and Guardians
- Young People from the Target Populations
- Youth-service and/or Focused Organizations (e. g. Boys and Girls Clubs, Big Brothers/Big Sisters, etc.)
- Businesses
- Foster Care – County and State Agencies, Private Organizations and P roviders
- Local Maternal Child and Adolescent Health Director
- Law Enforcement Representative
- Social Service Agencies who work with Homeless Youth, Shelters, etc.
- Local Government Agencies' Representatives
- Faith Community Representatives

*If Family PACT provider, Cal-Learn, Cal-SAFE, and Information and Education Project does not exist in an applicant's geographic area or is unavailable and/or unwilling to participate, justification for non-participation must be provided within the Community Collaborative Narrative of this application. For a listing of Family PACT providers, please visit:

<http://www.familypact.org/en/home.aspx>. For a listing of Information and Education Projects, please visit: <http://www.cdph.ca.gov/programs/tpp/Pages/InformationEducationProgram.aspx>.

SUGGESTED:

- Adolescent Family Life Program
- Citizen Advocates
- Health Professionals
- Academic Institutions
- Independent Living Programs
- Job Placement and Training Centers
- Childcare Agencies and/or Providers
- Mentoring Programs
- Media
- Private Foundations Serving or Funding Teen Pregnancy Prevention Programs
- Youth Groups
- Service Organizations (e.g. Rotary, Lions, Elks, etc.)

2. Collaborative Responsibilities

CCG Grantees are responsible for conducting Community Collaborative meetings on a regular basis (monthly is desirable, however, quarterly meetings may be acceptable) and must include the following collaborative activities:

- Recruit and retain individuals or agencies to participate in the collaborative.
- Create an atmosphere within the collaborative that facilitates and supports the process of community change and project sustainability.
- Identify through periodic Needs Assessment the:
 - Youth populations who most need pregnancy prevention services.
 - Unique health concerns and needs of the target populations.
 - Existing services and resources available in the community.
 - Gaps in unmet services and resources in the community.
- Report on the collaborative activities in CCG progress reports.
- Develop collaborative strategies, identified by the Needs Assessment, to raise the community's awareness of teen birth rates, access to prevention services, etc.
- Develop evaluation strategies to determine the collaborative's success in: (a) raising community awareness; (b) increasing participation in collaborative efforts; (b) meeting needs identified in Needs Assessment; and (d) Project Sustainability Plan.

- Maintain membership lists, agendas, minutes and other documents as required by the CCG contract.

3. Required Reports and Plans

a. 5-Year Community Collaborative Action Plan

Grantees will be responsible for the development and submission of a 5-Year Community Collaborative Action Plan to include the components outlined below. OFP will provide additional directives on meeting submission requirements deadlines and reporting, upon commencement of the grant term (July 1, 2010).

- Core Values
- Vision
- Mission Statement
- Organization Structure
- 5-Year Goals, Objectives & Activities
- Yearly Evaluation Measure
- Recruitment and Retention Plan

b. Annual Community Accountability Report

An annual community accountability report is presented by the TPP Community Collaborative to community's stakeholders, such as local constituents and legislative officials, statewide leaders, local governments, school boards, etc. The report may be presented in a variety of formats (e.g. face-to-face, community meetings/events, letters, handouts, pamphlets, media, web-based, etc.) in an effort to:

- Share collaborative activities and accomplishments.
- Educate, enhance, mobilize and/or support teen pregnancy prevention services.
- Update the local community on CCG Project's progress in reducing local teen pregnancy.
- Enhance membership recruitment and retention.

c. 3-Year (2012-2015) Sustainability Plan

A Sustainability Plan is to be developed to demonstrate the capacity of the CCG Project to maintain services at a level that will provide ongoing teen pregnancy prevention efforts in your community in the event of elimination of major financial, managerial and technical assistance from an external source. As CCG is a community-driven program, Grantees are expected to build the capacity of local groups to take ownership and become proactive in teen pregnancy prevention efforts in their community. The sustainability plan will be developed in year two (FY 2011-2012) of the grant. OFP will provide additional directives on meeting submission requirements deadlines and reporting, upon commencement of the grant term (July 1, 2010).

Examples of a sustainability plan's components include, but are not limited to:

- Community Collaborative members' commitment to support the CCG Project goals in the event of resource reductions.
- Establishment of sub-committees within your Community Collaborative that focus on alternative funding sources, search for new resources, assess needs periodically and/or other areas that will assist with maintaining the goals of the CCG Project.
- Plans to maintain the required CCG Project interventions including prioritization of interventions other activities.
- Techniques/incentives used to recruit and retain collaborative members.

- Development of periodic reports detailing Needs Assessment and outcome measures to illustrate success identifying, solving, and improving the teen birth rate in your community and to promote your community's commitment to healthy youth and reducing risky behaviors.
- Support of diverse educational opportunities focused on gaining insights and identifying innovative strategies to promote youth sexual health, to reduce health inequities, and to address the needs of underserved communities.

4. Needs Assessment

Needs Assessment is a systematic process to acquire an accurate, thorough picture of the strengths and weaknesses of a community's services and support of target populations. The resulting data assist with community priority goals, developing plans, allocating funds and resources. Community members should be included in gathering data.

Applicants, with the support and input of its TPP Community Collaborative, must complete a Needs Assessment prior to applying for a CCG grant and report their findings in the RFA. TPP neither requires nor expects funded Grantees to conduct a full Needs Assessment each year. This effort is time consuming and can lead to collaborative member and Grantee overload. A three-year Needs Assessment cycle is recommended, with a schedule for collecting updated information to support priority-setting, planning, and resource allocation activities throughout the contract term.

Results from the Needs Assessment report will assist applicants in the development and completion of their Logic Model (**Attachment 6**) and Project Plan (**Attachment 7**) – see **Appendix 6** for Logic Model sample and **Appendix 13** for Project Plan sample. These models allow the applicant to demonstrate understanding of how their plan proposes to effect changes to knowledge, attitudes, and behaviors that reduce teen pregnancy rates.

A project's target population interventions must clearly be supported by results described in the Needs Assessment Report section of the application. At a minimum, applicants are required to identify and describe the following information about the community/communities the CCG Project will serve:

- Teen/youth population(s) in the community who are most at-risk and in need of pregnancy prevention services.
- Specific demographics of the population within your community that your serving (e.g., developmental age of participants, at-risk category, race/ethnicity, sexual orientation, etc.).
- Unique health concerns and needs of the at-risk population in the community.
- Existing pregnancy prevention services and resources available in the community for the population you plan to serve.
- Gaps in services and resources in the community.
- Trends over time that have affected teen birth rates within the applicant's community. This may include demographic shifts, high school drop-out rates, numbers of enrolled foster care youth, funding/support for teen pregnancy prevention programs, availability of clinical services, support, etc.
- Applicants must clearly demonstrate that community input from TPP Community Collaborative members, youth, parents, other family members, school representatives, local service providers, and Family PACT providers, etc., occurred in the Needs Assessment process and support the proposed Logic Model and Project Plan.
- Needs Assessment information may be collected through various types of data and information. Examples of various Needs Assessment tools include focus groups, community surveys, key informant interviews, and published material reviews. Please note the following:
 - If an applicant uses secondary data in the Needs Assessment Report, the applicant should use the most recent data available. Secondary data is data that is gathered from existing

- publication sources (i.e., County data, *Teen Births in California: A Resource for Planning and Policy* publication, and CDC data, etc.).
- Inclusion of data tables is acceptable within the Needs Assessment Report section. However, do not attach supplemental data tables, reports, published articles, etc.
- All information and data provided within the Needs Assessment Report must be documented and cited by using the “Footnote” feature (where possible include a web link to the documentation). Applications may not cite sources via “Endnote” or attach a separate bibliography.
- If an applicant is awarded funding, the documents supporting the Needs Assessment Report must be reviewed periodically to assess direction of project goals. The Needs Assessment Report and the documents supporting the Needs Assessment Report must remain on file for audit purposes.
- Currently funded TPP Grantees may not use TPP funds to conduct a Needs Assessment Report for the purposes of the CCG RFA application.

Due to the cost of completing a Needs Assessment Report, OFP encourages applicants to evaluate existing resources such as public health publications or other agency’s Needs Assessments as part of their data collection. Applicants are encouraged to partner with other agencies that work with youth and who may be conducting or utilizing similar analysis activities. For a resource guide that may assist applicants in locating data for their Needs Assessment Report, please see the Data Resources List, **Appendix 4**.

5. Community Match

To support the CCG Program’s community-driven philosophy, Grantees are mandated by Welfare and Institutions Code, Section 18993.6²² to match a portion of their grant award with either dollar or measurable in-kind contributions. The purpose of the Community Match requirement is to encourage Grantees to secure ongoing commitment and support from community agencies and businesses, and to encourage community collaboration and program sustainability. The match must come from nongovernmental sources (i.e. other than Federal, State, and local government entities).

Acceptable sources may include local businesses, foundations, community groups, individuals, and others.

CCG Grantees shall provide a community match of:

- Not less than 10 percent for the first year of the grant;
- Not less than 15 percent for the second year of the grant; and
- Not less than 20 percent for the third year through the end of the grant term.

Previously funded Grantees are encouraged to maintain their 20 percent match for all years of the new contract. For a complete overview of the community match requirement, please refer to **Appendix 5**.

B. Logic Model

Logic models (see sample **Appendix 6**) reflect the information and data collected from the Needs Assessment. The logic model is based on the work of Douglas Kirby, PhD.²³ It is a tool for designing and implementing an effective, comprehensive CCG Project for the purposes of changing identified knowledge, attitudes, behaviors, etc., of the intended target population(s). The Logic model assists

²² <http://leginfo.ca.gov/calaw.html> .

²³ Kirby, Douglas. *BDI Logic Models: A Useful Tool for Designing, Strengthening and Evaluating Programs to Reduce Adolescent Sexual Risk-Taking, Pregnancy, HIV and Other STDs*. ETR Associates, August 2004. Excerpted from: <http://www.etr.org/recapp/documents/BDILOGICMODEL20030924.pdf> .

applicants with developing a logical sequence or linking of the CCG Program goals with the most appropriate interventions and activities, along with identifying what should be measured when evaluating the impact of each intervention. Overall, the logic model ensures that an intervention is comprehensive, strategic and effective.

According to Kirby,²⁴ creating a logic model involves completing five basic steps:

Step 5* ACTIVITIES	Step 4 INTERVENTIONS	Step 3 DETERMINANTS	Step 2 BEHAVIORS	Step 1 CCG PROGRAM GOALS
Identify activities that have sufficient strength to improve each selected determinant or outcome.	Identify possible interventions and then select the particular intervention.	Identify potentially important determinants (risk & protective factors) of the selected behaviors and select those short-term outcome behaviors to be targeted.	Identify potentially important behaviors that affect the selected CCG program goal(s).	Identify the CCG program goal(s) to be achieved at the end of the program.

*For the purposes of this RFA, CCG applicants will not be required to incorporate their proposed Activities into their Logic Model (**Attachment 6**) submission. Activities shall be reported within the applicant’s Project Plan.

Applicants must complete a Logic Model (**Attachment 6**) by following the guidelines described below:

- **Step 1 CCG Program Goals**
 - CCG program goals are the broad statements or long-term objectives of a program. For the purpose of this RFA, applicants are required to address the two CCG Program goals.
- **Step 2 Behaviors**
 - This step identifies teen’s behaviors that avoid pregnancy. For each CCG program goal, applicants must identify at least three behaviors from the following two lists and enter them in the “behaviors” column. Applicants may identify additional, long-term behaviors that have been clearly demonstrated and justified through their Needs Assessment.
 - All behaviors must be met through CSHE and MI interventions. For additional interventions, applicants must select a minimum of three (3) behaviors.

²⁴ Kirby, D. et al. *Characteristics Assessment Tool: A Guide for Program Developers and Educators*. Healthy Teen Network, 2006.

CCG Program Goal #1: *To reduce the number of teenage pregnancies and teenage single parents.*

BEHAVIORS:

1. Delay initiation of sex
2. Decrease frequency of sex among sexually active youth
3. Increase contraceptive use
4. Increase consistent contraceptive use
5. Decrease number of sexual partners among sexually active youth
6. Increase use and correct use of condoms
7. Decrease number of sexually active youth
8. Increase use of clinical services
9. Increase parent-child communication about sex
10. Increase positive involvement in parenting

CCG Program Goal #2: *To promote responsible parenting and the involvement of the biological father in the economic, social and emotional support of his children.*

BEHAVIORS:

1. Increase positive involvement in parenting
2. Decrease sexual risk-taking
3. Decrease frequency of sex among sexually active youth
4. Increase contraceptive use
5. Increase consistent contraceptive use
6. Increase use and correct use of condoms
7. Decrease number of sexual partners among sexually active youth
8. Increase in effective communication among sexual partners regarding the use of condoms and contraceptives
9. Increase use of clinical services

- **Step 3 Determinants**

Determinants identify beliefs, values and attitudes that encourage or discourage pregnancy prevention behaviors.

- *Risk factors* are the beliefs, values, and attitudes that encourage a behavior that could result in a pregnancy or STI, or discourage behavior that could avoid these outcomes.
- *Protective factors* are the beliefs, values, and attitudes that help teens avoid pregnancy and STI, or encourage behavior that can prevent them.

Selected risk and protective factors should be based on having the greatest desired impact on their identified long-term behaviors. **Appendix 7** provides a summary of risk and protective factors found to be the most amenable to change directly by pregnancy and STI prevention programs. Applicants may choose additional determinants that have been appropriately identified and justified within their Needs Assessment.

- **Step 4 Interventions**

Interventions are the approaches that impact the risk and protective factors of a given target population. CCG Projects have required interventions, such as Comprehensive Sexual Health Education and Male Involvement, and additional interventions, such as Community Awareness and Mobilization. In selecting the most appropriate intervention, applicants need to evaluate their Needs Assessment data and Logic Model data, and may ask themselves the following questions:

- Which intervention approaches are likely to have the greatest impact upon each of the selected determinants?
- Are these interventions sufficiently powerful that they will markedly change each selected determinant?
- What is the evidence for the intervention's effectiveness among our target population?²⁵

C. Required Interventions

It is OFP's intent for CCG Projects to implement quality, scientific evidence-based programs that have been supported by previous research demonstrating significant positive behavioral outcomes for pregnancy prevention as well as STI and HIV/AIDS prevention for the targeted populations. Therefore, CCG Projects must implement a total of 4 interventions at a minimum; two (2) required interventions and a minimum of two (2) additional interventions. All interventions must include information about Family PACT services.

During the term of the grant, OFP will NOT permit Grantees to change interventions unless there is substantial justification to do so. Substantial justification includes, but is not limited to, the following considerations:

- There has been a change/shift in the target population identified.
- Outcome data, including but not limited to updated Needs Assessment, indicate the selected intervention is not effective.
- The TPP Community Collaborative has been consulted and supports the change.

CCG Projects are not restricted to a maximum number of proposed interventions; however, applicants must be realistic in their abilities to provide adequate staffing and resources in achieving success, along with meeting other OFP requirements, deliverables, and activities described in the RFA. Selection of interventions must be clearly supported by the data provided in the Needs Assessment Report and Logic Model.

Successful CCG Projects incorporate the use of youth development principles into their interventions. Youth development can be described as a comprehensive approach to working with young people in which youth are actively engaged in their own development and are positively involved in their own communities.²⁶ It encompasses the following philosophies and approaches:

- All youth have much to offer their families and community. Positive youth development philosophy emphasizes that communities can best support young people's growth and helps them avoid negative outcomes by providing all youth with meaningful opportunities for enrichment at every stage of life. Youth thrive when they build skills, exercise leadership, form relationships with caring adults, and help their communities.
- Services employing a youth development approach engage youth as collaborative partners, rather than seeing them as having problems to be "fixed" or as "program participants."

²⁵ Kirby, Doug. BDI Logic Model RECAP: A Beginners Guide in Developing BDI Logic Models (2004), <http://www.surveymonkey.com/s.asp?U=22501224587>.

²⁶ Caring Adults in Action: Helping America's Youth: www.helpingamericasyouth.gov/youthdevelopment.cfm.

- Creating positive opportunities and connections for youth helps them develop resiliency skills to avoid harmful behaviors and develop self-efficacy and community commitment. Youth development emphasizes a holistic focus that considers individual, familial, and community factors as crucial in promoting well-being. With support and resources, youth gain knowledge, skills, and confidence to make thoughtful decisions in all areas of their lives and contribute to their family and community.
- Youth participation is essential for successful youth sexual health promotion. Young people contribute to projects as: peer educators, school and/or community advisory members, peer leaders/advocates, collaborative members, curriculum selection, or media/messaging development.

A number of studies provide persuasive evidence that a limited number of programs can delay sexual activity, improve contraceptive use among sexually active teens, and/or prevent teen pregnancy.²⁷ The strongest evidence stems from methodologically rigorous behavioral or social studies that have both intervention and control/comparison groups and positive results for behavioral or health outcomes.

Characteristics of behavioral and social intervention studies are classified as methodologically rigorous if they used a:

- Random assignment to intervention and control groups (experimental designs) and reported at least post-intervention data.
- Non-biased assignment (e.g., systematic assignment) to intervention and comparison groups (quasi-experimental designs) with equivalence of groups or used statistical adjustment for any nonequivalence, and reported pre- and post-intervention data.
- Theoretical framework based on sound behavioral science theory demonstrated to be effective in reducing health-related risky behaviors (e.g., Stages of Change Model or Transtheoretical Model, Social Learning Theory or Social Cognitive Theory, Theory of Reasoned Action, etc.).

Behavioral interventions aim to change risk behaviors or decrease incidence rates of unintended pregnancies, STIs, and HIV/AIDS. These tend to emphasize individual and small group approaches (e.g., counseling, small group discussion, skills demonstration, etc.).

Social interventions aim to change risk behaviors or decrease incidence rates of unintended pregnancies, STIs, and HIV/AIDS and also include explicit and direct attempts to change peer or community norms related to unintended pregnancies, STIs, and HIV/AIDS risk. These interventions, while they may use individual or small group approaches, emphasize environmental factors, peer influence, and community-level approaches (e.g., engaging key opinion leaders, mobilizing the community to support risk reduction behaviors, youth assessing recreational programs and facilities as a means of reducing boredom and sexual opportunities, etc.).²⁸

The National Campaign to Prevent Teen and Unplanned Pregnancy acknowledges that teen pregnancy, (including consistent condom use among sexually active adolescents) has many causes.²⁷ However, best evidence interventions (rigorously evaluated) have been shown to have significant and promising evidence interventions (sufficiently evaluated) have been shown to have sufficient positive evidence of efficacy. Example outcomes measures of best evidence interventions and promising evidence interventions include eliminating or reduce sex risk behaviors, reducing the rate of new STIs and HIV/AIDS infections, or increasing STI and HIV/AIDS protective behaviors, etc.

²⁷ National Campaign to Prevent Teen and Unplanned Pregnancy, What Works: Curriculum-Based Programs That Prevent Teenage Pregnancy. Excerpted from <http://www.thenationalcampaign.org/resources/pdf/pubs/WhatWorks.pdf>

²⁸ CDC HIV Compendium. Excerpted from <http://www.cdc.gov/hiv/topics/research/prs/index.htm>

1. Comprehensive Sexual Health Education (CSHE) Intervention

CCG Projects are *required* to implement a CSHE intervention. OFP, in collaboration with the Teen Pregnancy Prevention Education Curriculum (TPPEC) Workgroup,²⁹ established criteria for CSHE curriculum instruction. These 27 criteria comprise characteristics of effective programs; legislative mandates in accordance with California Health and Safety Code and Education Code pertaining to sexual health education; and other OFP requirements. OFP recognizes that it is unlikely that any one selected CSHE curriculum will meet all 27 criteria. Applicants must consider the following three factors in implementing the required CSHE intervention:

- All 27 established criteria elements must be met, as applicable to the target population, for each selected CSHE curriculum.
- With the exception of adding missing criteria elements, CSHE curricula must be implemented in its entirety and as intended.
 - Implementing as intended means: same number of sessions; use of curriculum materials; similar youth/adolescents for which the curriculum was intended; use of peer educators, speakers, or community representatives if included in the lesson plan.
 - Some curricula are designed to be implemented over successive grades (school years) and must be implemented as intended.
- Curricula shall only be augmented to include missing criteria elements. Examples of criteria elements that might be missing include:
 - Providing information regarding Family PACT services.
 - Enhancing parental notification to include data collection and evaluation.
 - Providing information of all FDA-approved contraceptive methods.
 - Discussing California Baby Surrender Laws.

To assist applicants with choosing a CSHE curriculum/a, OFP developed a CSHE Curriculum Resource List (**Appendix 8**). These curricula have been demonstrated to provide positive outcomes based on scientific evaluation. Additional detailed information for each curriculum can be found by clicking the name of the curriculum within the CSHE Curriculum Resource List Appendix. This resource list does not represent all CSHE curriculum/a offered and/or published for use.

Please note that this CSHE curricula list serves as a resource - applicants are not required to choose a CSHE curriculum from this list.

To assist CCG Programs in meeting the required CSHE intervention criteria, OFP developed the following tools to ensure that applicants meet the requirements of various government codes. The tools include:

- Criteria for Comprehensive Sexual Health Education Curriculum (**Appendix 9**)
- Curriculum Assessment Tool (**Attachment 8**)
To guide RFA applicants in meeting all 27 criteria, OFP developed a Curriculum Assessment Tool (CAT) which is required to be completed and submitted in the Program Application Submission Requirements of the application. A separate CAT is required for each CSHE curriculum that is proposed to be implemented within their CSHE intervention(s). Applicants will be required, based on their Needs Assessment and community input, to rationalize their curriculum selection to ensure that it is effective and appropriate for their targeted population. The CAT is used to ensure that all components of the criteria for CSHE are met.
- CAT Supplemental Information Form (**Attachment 9**)
Applicants must complete the CAT Supplemental Information Form to identify and describe the supplemental materials, activities, etc., to be used to ensure each criterion is met. See **Appendix 10** for a completed CAT Supplemental Information Form sample.

²⁹ TPPEC was comprised of representatives from various sectors of adolescent reproductive health services including: prevention education, clinical services, research and evaluation, and State agencies such as the California Department of Education.

CCG Programs must also comply with the following OFP policies and submit the required attachments as detailed below.

a. CSHE Compliance Plan with Publicly Funded Schools

If you are awarded a grant, a CSHE Compliance Plan with Publicly Funded Schools (**Attachment 10**) must be authenticated by an authorized school representative for each school or district in which you provide CSHE. Its purpose is to assure publicly funded schools that CCG Grantees will comply with the California Comprehensive Sexual Health and HIV/AIDS Prevention Education Act of 2004 Education Code: Sections 51930-51939.³⁰

b. Interventions At Public Schools

Applicants who will implement any sexual health and/or prevention education intervention (including, but not limited to, their CSHE intervention) during formal instructional time at a public school (as opposed to lunch-time and after-school), must submit a Letter of Intent by Public Schools (**Attachment 11**). This letter serves to confirm each school's (or district's) intent to allow the CCG Project staff to conduct intervention activities during the contract cycle.

c. School Agreement Form

If you are awarded a grant, you are required to complete a School Agreement Form (**Attachment 12**). The document formalizes a commitment by the school(s) to allow a CCG Grantee to provide CSHE classes, and estimate the number of participants, for specified ages/grade levels, at selected schools, and the agreed upon intervention, activities, and curriculum to be used (when appropriate).

2. Male Involvement (MI) Intervention

CCG funded grantees are required to implement at least one MI intervention. The MI intervention requires applicants to serve males 12 to 24 years of age with sexual health education, clinical service referrals, and information that reinforces the positive role that males can offer to prevent early fatherhood, and teen and unplanned pregnancies.

While the vast majority of family planning and reproductive health services are female focused, it is equally important to mobilize young males to play an active part in preventing teen pregnancy and early unintended fatherhood. Male focused family planning programs is a new pioneering approach to increase prevention efforts on male sexual activity, contraceptive use, and involvement in pregnancy and parenthood. There are very few research studies that have been vigorously evaluated and even fewer still have been shown to be effective. Evidence shows that many males are motivated to use contraception, especially condoms, and that many males contribute to the contraceptive decision-making of their partners. However, many MI programs lack clear behavioral goals and objectives to sustain behavior change over time. Many MI programs focus on male participation in activities as the end goal, not as a means to significant behavioral change.

MI programs are not just about pregnancy prevention, STIs, and HIV/AIDS, nor should they focus on condom distribution as a means of solving these problems. Studies show that for young men to become active partners in contraceptive use, they need to fully understand the responsibilities of manhood and of being a father. MI programs are intended to support and help navigate young men through adolescence to responsible adulthood while facilitating the development of responsible, future oriented youth who will eventually be able to provide for the physical, emotional, social and economical well-being of a child. Programs need to concentrate on the reproductive health needs of young men separately from their female partners as well as address a broad spectrum of issues

³⁰ <http://www.leginfo.ca.gov/cgi-bin/displaycode?section=edc&group=51001-52000&file=51930-51932> (Sections 51930-51939)

facing males such as building self-esteem, communication skills, anger management, school retention, gang involvement, spirituality, employment, finances, and housing. Additionally, MI programs should increase the number of males who access family planning and related preventive services in clinical settings as a norm. Male family planning services should include a wide range of services such as individual and group education and outreach, community outreach and education, clinical screening and counseling services, STI and HIV/AIDS treatment and prevention, care coordination, consumer involvement, clinical and provider trainings, etc.

The research also emphasizes the importance of young males' understanding of their sexual attitudes, beliefs, knowledge, and behaviors. Between February 1997 and December 2001 more than 95,000 males throughout the state of California participated in Male Involvement Program (MIP). The profile of the participants upon entering the program indicated that nearly 65% had sexual intercourse and 1 in 4 reported being fathers (25%). Male participants also experienced ambivalent feelings toward pregnancy and parenting. Although the majority of males reported that they did not want their partner to be pregnant, nearly half believed that they would gain respect from friends. Sexually active males participating in MIP indicated positive feelings toward contraception. The majority believed that ensuring contraception use is a shared responsibility and reported that they were able to communicate with their partners about contraception and sex.

Outcome measures resulting from the MIP evaluation results (determined from pre- and post- data) for a sub-sample of 3,390 MIP participants showed the following statistically significant improvements after participation in the program:

- An increase in knowledge regarding the risk of pregnancy at first sex (79% to 89%).
- An increase in knowledge regarding the risk of pregnancy using the withdrawal method (54% to 74%).
- An increase in knowledge of where one can obtain birth control (83% to 90%).
- An increase in awareness of California's statutory rape law (84% to 90%).³¹

a. MI Intervention and Design

Research shows that young men recognize unintended pregnancy, STIs, and HIV/AIDS as serious problems, and acknowledge that prevention is a joint responsibility; however, current interventions require approaches to draw males into family planning and reproductive health information and service programs that focus on their needs. It is OFP's intent that CCG Grantees develop a MI intervention that has a conceptual behavior outcome based framework through the provision of various comprehensive education and prevention activities, clinical services outreach and access, support and mentoring programs, and community mobilization efforts.

Applicants must develop an MI intervention in accordance with their Needs Assessment that clearly delineates the following parameters: MI intervention goals, demographics of population, intervention strategies/activities, and behavioral outcomes. The Logic Model, prepared by the applicant, shall reflect the information from the Needs Assessment in its goals, behaviors, determinants and interventions. Intervention designs shall be comprehensive with a community-based approach that engages and mobilizes young men with an aim to prevent teen pregnancy, increase fathers' economic, social, and emotional support in the involvement of his children, and at the same time expand clinical family planning services.

³¹ *Young Men Moving Forward: California's Male Involvement Program, A Teen Pregnancy Prevention Program for Males.* (2002). California Department of Health Services, Office of Family Planning.

1) MI Intervention Goals

CCG Grantees at a minimum must address each of the following intervention goals within their MI intervention. Grantees may incorporate other additional MI intervention goals as recommended by their Needs Assessment.

- a) Promote sexual health and development.
- b) Promote healthy intimate relationships.
- c) Prevent STIs and HIV/AIDS.
- d) Prevent unintended pregnancy.
- e) Promote responsible fatherhood.
- f) Increase family planning clinical services and outreach.

2) Identify Population/Demographics

Although there are a myriad of ways to target young males, OFP is seeking to reach at-risk populations. To effectively evaluate intervention outcomes, CCG Grantees must clearly identify the specific demographics of the population that they are serving to implement the MI Intervention. Reportable demographics, by groups, at a minimum shall include:

- a) Developmental age of males—all ages may be served but should be reported by the following breakdown.
 - Young Boys (ages 12–14)
 - Adolescent Males (ages 15-18)
 - Young Adult Males (ages 19–24)
- b) At-risk population category (e.g. foster care or group home, lack of father's involvement, gang involvement, juvenile delinquent/incarcerated, homeless, substance abuse, parenting teen, etc.). Please report as applicable.
- c) Race/Ethnicity and Sexual Orientation (e.g., Latino, Asian, African American, gay, bi-sexual, youth questioning their sexuality, etc.). Please report as applicable.

3) MI Intervention Strategies/Activities

Successful interventions recognize that reproductive health is only one issue facing males and that interventions work best when they address a broader range of young men's concerns (e.g. economic security, education and academic pursuits, and concerns for safety). Additionally, interventions should include multiple factors that influence a male's decision to abstain from initiating sex, use of protection if choosing to have sex, development of effective communication skills to converse with a partner about sexual limits, use of contraception and barrier methods to prevent the transmission of STIs, and to seek clinical family planning services.

OFP is requiring that MI interventions include, at a minimum, the following types of activities:

a) Sexuality Education and Prevention Instruction

MI interventions are strongly encouraged to implement scientific evidence based curriculums that have demonstrated change in behavior as the foundation of the sexuality education and prevention classes but augment instruction to focus on the needs of the identified demographic population. The purpose of the sexuality and education and prevention instruction is to increase knowledge, skills, behaviors, and motivation of young males in order to actively promote their role in reducing teen

pregnancies. Focused instruction should also address increasing young males access to reproductive health information and contraception.

This element may also include increasing the community and individual's awareness regarding the importance of roles and responsibilities of young males in the prevention of teen and unplanned pregnancies as well as reinforcing community values that support these roles.

b) Mentoring, Peer Education, and Support Groups

The roles men and boys play in families, relationships and community all influence the teen pregnancy rate. When empowered and supported, boys and young men are capable of making positive choices regarding their health and behaviors. MI mentoring, peer education, and support group activities promote health awareness, education on healthy living, anger management/conflict resolution, parenting skills, etc. Moreover, these activities address personal behaviors and decision-making, and show boys and young men the impact they have in their communities. They also provide many opportunities for adult males to serve as teachers, role models, mentors, and leaders as well as increase a young man's success and retention through academic and social support services.

c) Life Planning/Skill Development

Viable alternatives to early fatherhood need to be explored (e.g. school graduation, employment training, a sense of future). MI interventions should promote the importance of decision-making, communication, and sexual negotiation skills. Other dynamics to be considered when developing the intervention include, but are not limited to:

- Social pressures males experience to initiate sex.
- Definitions of manhood that promote healthy physical maintenance and positive emotional development.
- Negative influences that can derail or postpone life goals and plans.
- Educational persistence and success as a way to develop positive aspirations for a vocation or career.
- Reinforcement of the positive role that males offer their families and community.
- Cultural norms and values that promote a healthy and balanced male identity.
- Raise awareness and minimize gender stereotypes.
- Reduce negative stereotypes surrounding male reproductive health, sexual behaviors, and values.

d) Fatherhood Groups

MI interventions should help young parents affirm their self-worth, skills, knowledge, and access resources they need to make positive life decisions and postpone additional teenage pregnancies. It is also important to recognize and support the role that fathers can play in helping their own sons and daughters avoid becoming teen parents. Specific activities may include fatherhood mentoring groups, educating teen parents on the importance of their involvement in their children and families' lives, and providing information about a father's rights and responsibilities.

e) Family Planning Service Improvement

Education and prevention instruction, peer and fatherhood mentoring, and life and career planning, as well as skills to support these activities should be reinforced and

linked to family planning service provision. CCG Grantees should clearly focus on increasing the utilization of family planning services by enforcing the importance of what services are available, how they can be used, and in what ways that they can benefit the individual male and their families.

Other strategies or activities may include improving the climate of family planning service facilities to make them more “male friendly”; tailoring family planning services messages and materials; and training health practitioners/service providers on how to communicate, be socially and culturally appropriate, approaches for outreach and access services, support sexuality and prevention education efforts specific to young males.

4) **Behavioral Outcomes**

Grantees will be required to monitor and evaluate MI interventions (e.g., surveys completed by participants at program entry and exit). Outcomes must include actual sexual and contraceptive behavior as well as risk and protective factors. At a minimum, Grantees must include a behavioral outcome that is clearly linked to increasing family planning clinical services and outreach through Family PACT Clinical Service Linkages. MI Interventions must include information about Family PACT clinics. See **Appendix 12** for Family PACT Integration Requirements for Intervention Activities.

Potential behavioral outcome measurements, as identified in your Logic Model (**Attachment 6**), may include:

- Increase in Condom Use
- Increase in Consistency of Condom Use
- Increase in Contraceptive Use
- Reduction in the Number of Sexual Partners
- Age of Sexual Debut (average is 13.4 to 13.7 for males)
- Success Regarding Linking Participants to Clinical Reproductive Health Services
- Reduction in Sexual Risk-Taking Behaviors (e.g., alcohol, drugs, peer pressure)
- A Delay of Initiation of Sexual Intercourse
- Increase Emergency Contraceptive Use
- Reducing Childbirth
- Future Plans and/or Life Goals

b. **Other MI Intervention Considerations**

Effective MI interventions should be multi-faceted to not only address young males’ needs, but provide support services and activities to enhance or complement MI interventions. Other MI intervention considerations may include:

- Increasing communication with parents and teens.
- Encouraging practitioners to educate a teen’s parent (including a parenting teen’s parent) to understand their influence and how to provide guidance to discussing sex, love, and relationships to their sons.
- Reaching out to males in their own environment.
- Partnering with community organizations such as schools, pre-natal clinics, and programs for teen mothers to help recruit and engage teen fathers.
- Tailoring activities to age-appropriate and culturally and linguistically appropriate.
- Male staff involvement and/or hiring individuals who are experienced, empathetic, enthusiastic, well-connected in the community and carefully matched to participants.

3. Additional Interventions

Applicants are required to choose a minimum of two (2) additional interventions. Additional interventions shall be youth development-focused, creative, and cost-effective in reducing teen pregnancy among their proposed target population(s). The interventions below are meant to generate ideas and are not to be viewed as the only interventions that will be considered for funding. For a detailed description of the following Interventions, please see [Appendix 11](#) for Youth Development Interventions Sample. Additional Interventions must include information about Family PACT clinics. See [Appendix 12](#) for Family PACT Integration Requirements for Intervention Activities.

- Information Presentations
- Girls Development
- Parent-Child Communication About Sexuality
- Latino Youth Approaches
- Service Learning
- Youth Leadership
- Peer-Based Outreach and Education
- Community Awareness and Mobilization
- Education and Support for Teen Mothers and Fathers
- Mentoring
- Social Networking and Other Web Outreach
- Teen Theater

It is *critical* for applicants to choose additional interventions consistent with the Needs Assessment that they have determined to be effective and appropriate to the target population.

D. Family PACT Clinical Service Linkages

CCG Projects establish formal partnerships with Family PACT providers to expand access and availability of clinical services to their targeted populations and to ensure that teens and young adults have access to sexual health services. All interventions shall include clinical service linkage activities. A complete list of Family PACT Integration Requirements for Intervention Activities is provided in [Appendix 12](#). Family PACT clinic staff shall be included in the TPP Community Collaborative and provide recommendations for the development of the application and Project Plan.

Applicants will demonstrate their collaboration with, and establishment of, a relationship with one or more Family PACT providers to:

- Join the TPP Community Collaborative as an active member.
- Promote awareness of and assistance with accessing comprehensive family planning reproductive health services for the purposes of preventing unintended pregnancy and STIs among pre-sexually active and sexually active teens.
- Provide information about the availability of reproductive and sexual health services, including methods to prevent and treat STIs.
- Increase the number of teens that access clinical services at Family PACT clinics.
- Meet CCG Program requirements including:
 - Coordinating a referral mechanism for teens to access Family PACT services.
 - Providing a teen-friendly clinical environment.
 - Assisting with promotional activities to create awareness about their local Family PACT clinic(s).
 - Providing monthly or quarterly teen tours of Family PACT clinics. If monthly visits are not feasible then Grantees are to implement activities that will allow participants to become familiar with Family PACT providers and their services through interventions such as one-on-one street outreach and informational presentations.

Family PACT partnerships are documented through the submission of a Letter of Intent by Family PACT provider (**Attachment 13**). Applicants are encouraged to partner with Family PACT providers based on geographical locations as well as providers who can deliver linguistically and culturally appropriate care for the target populations.

E. Project Plan

The Project Plan (**Attachment 7**) describes the CCG Project's goals, target population, interventions, process measures, short-term outcome measures, timelines and tracking methods, based on data from the Needs Assessment Report, logic model, and TPP Community Collaborative member's input. **Appendix 13** is a completed Project Plan sample. Upon award notification, applicants will use their Project Plan to develop their Workplan (**Attachment 14**).

F. Workplan

Workplans (**Attachment 14**) document the activities necessary to implement the interventions described in the Project Plan. Workplans are submitted after grants are awarded, and annually thereafter. If you are awarded a grant, your Program Consultant and Contract Manager will review and if necessary, negotiate Workplan activities and/or associated budget line items. Please see **Appendix 14** for a completed Workplan sample.

G. Regional Networks

Grantees are required to participate in an assigned TPP Regional Network (Network). Networks will be configured into small geographic areas across the state. Networks can increase the visibility of teen pregnancy prevention efforts and issues across regions and leverage the CCG Grantees' ability to support local CCG funded projects through a broader collaborative effort. OFP will announce the Networks' configuration upon final grant award notification. Each year Regional Networks are to implement activities that support TPP efforts. Each Network will have a Lead Agency to provide leadership and administrative support. If no Lead Agency applications are received, OFP will select a Grantee to be the Lead Agency.

Grantees participating in the TPP Regional Network must:

- Send the Project Director, Coordinator, or designee to attend each Network meeting. Representation should strive to be consistent.
- Actively participate in developing and maintaining the Network.
- Report activities pertaining to the Network twice per year in progress reports.
- Complete agreed upon tasks, assigned by the Network, in a timely manner.

Network meetings shall convene on a regular basis, not less than quarterly. Each Network shall agree on an organizational structure, mission statement, vision, and goals and objectives to be met on a yearly basis. Network activities may include, but are not limited to:

- Supporting a region-wide activity during Teen Pregnancy Prevention Month.
- Developing educational, outreach and other materials.
- Guiding activities in such a way that people recognize the network as one organization.
- Making presentations to Boards of Supervisors or Legislators and/or other community leaders.
- Designing and/or participating in large scale public events.
- Mapping service locations to ensure that services are provided throughout the region.
- Creating a website for the networks' use in sharing information with the regional community.

In addition, Network meetings provide a setting in which members can:

- Discuss common issues that affect teen pregnancy rates and service delivery within the region.
- Centralize training for various topics, including cultural awareness, capacity building, emerging populations, science-based interventions, etc.
- Share information on accomplishments and best practices.
- Receive regular state updates from OFP Program Consultants and Evaluation Liaisons.
- Problem-solve challenges and barriers in implementing interventions.
- Obtain support and motivation from fellow members.
- Increase the visibility of project successes and outcomes within the region.
- Coordinate community awareness and mobilization activities.

1. Lead Agency

OFP will select a Lead Agency for each Network. This agency is responsible for:

- Coordinating meeting dates, times and locations.
- Maintaining mailing lists, along with collecting sign-in sheets.
- Collecting and distributing meeting agenda and minutes.
- Reporting TPP Network agendas, minutes, achievements and participation to OFP in the semi-annual progress report.
- Expending TPP Regional Network-approved funds to support activities (e.g. materials, training, media, etc.). Additional funding, ranging from \$500 - \$1,000 per fiscal year, will be allocated by OFP upon award notification. This amount will be reflected in a separate line-item of the Lead Agency's budget to support activities. No additional funding will be provided for staff time.

2. Lead Agency Application

Applicants interested in applying as a Lead Agency for their TPP Regional Network must complete and submit a separate TPP Regional Network Lead Agency Application Form (**Attachment 15**). Selection of lead agencies will be announced upon award notification and will be based on the following scoring criteria:

- Staff person(s) assigned to conduct Lead Agency responsibilities. Please submit a resume of the proposed staff person(s) who will conduct these responsibilities.
- Lead Agency's designee's experience managing grant funds and fiscal reporting.
- Lead Agency's designee's experience in leading a collaborative effort. Applicant must clearly describe the Lead Agency's roles and responsibilities providing leadership, communication, and organization to a collaborative.
- Lead Agency's designee's experience participating in a collaborative effort.

H. Evaluation

Program evaluation will encompass Process Measures, Short-Term Outcome Measures, Statewide Evaluation and Continuous Program Improvement (CPI) Evaluation.

1. Process Measures: CCG Projects will be required to submit two semi-annual progress reports. Additionally, OFP may request information on program taxonomy for additional evaluation activities. These reports will document the implementation of teen pregnancy intervention activities.
2. Short-Term Outcome Measures: CCG Projects will be required to include, for each proposed intervention, short-term outcome measures to determine if there is an immediate impact on the targeted population.

3. Statewide Evaluation: CCG Projects will be required to participate in outcome based evaluation protocols to determine the effectiveness of CCG Projects and interventions among projects.
4. Continuous Program Improvement (CPI) Evaluation: CPI is an evaluation process that is implemented by the CCG Project with technical support provided by OFP or its designee. CCG Projects will be required to participate, implement, monitor and evaluate their project, to improve their project interventions. This will involve a process outlined for each CPI tool to organize the information collected, report outcomes, measure and identify potential changes discovered through the CPI Summary, implement changes, as necessary, and to re-evaluate the impact of the change. Progress on the completion of CPI activities is provided to OFP in required progress reports and the Final and Approved CPI Summary is a required component of the second yearly progress report.

OFP will provide ongoing technical assistance and consultation on the evaluation to each CCG Grantee. The evaluation efforts of all the CCG Projects are legislatively mandated and are important to program effectiveness and the overall goals of the CCG Program.

III. CCG ADMINISTRATIVE REQUIREMENTS

Applicants must have both administrative and programmatic expertise to manage State Grant funds, and the technical expertise to successfully implement the proposed CCG Project activities. Because some applicants may be unfamiliar with State administrative and grant procedures, requirements, and expectations, we have outlined typical administrative and program tasks to help you assess your ability to enter into a contract with OFP. This is a sampling of tasks and requirements. Your standard agreement will contain these and other requirements.

A. Reporting Requirements

1. Grantees are required to submit progress reports two times per year. This allows OFP to assess the Grantee’s progress toward meeting all requirements within the Workplan (**Attachment 14**) and Scope of Work (**Exhibit A**). Progress Reports must be received on or before the due date determined by OFP. Instructions and forms are located on the TPP website at <http://www.cdph.ca.gov/programs/tpp/Pages/ProgramForms.aspx#prf>.

Progress Reports	Due Dates
Mid-Year Report Period (July 1-Dec. 31)	Feb. 1st
Year-End Report Period (Jan. 1-June 30)	August 1st
Final Report (Due at the end of the grant term)	August 1, 2015

2. Grantees must obtain a single organization-wide financial and compliance audit five and one half months following the completion of each fiscal year and every year thereafter. The audit shall be conducted according to Generally Accepted Auditing Standards. The cost for audits may be included in the budget for this grant agreement up to \$3,000 each fiscal year.
3. Grantees are required to submit Evaluation, Five Year Community Collaboration Action Plan Reports, the 3-Year Sustainability Reports and TPP Collaborative reports, as outlined in this RFA, and any other OFP-designed reports deemed necessary. Instructions on specific reporting requirements, and submission details and deadlines, will be provided to Grantees in a timely matter. Grantees will be required to respond to any specialized reports and/or revisions to report instructions, as designated by OFP.
4. Failure to submit timely and accurate OFP-designated reports is cause for invoice payments to be reduced, delayed, or disallowed.
5. OFP will provide additional directives on report submission requirements deadlines and reporting, upon commencement of the grant term (July 1, 2010).

B. Meetings, Trainings, and Site Visits

1. Grantees are required to attend and participate in all meetings and trainings scheduled and sponsored by OFP. These include the participation of OFP-designated CCG Grantee staff, and when appropriate, subcontractors or community representatives. OFP sponsored state and regional training opportunities may include, but are not limited to, the following: an annual TPP meeting, orientation meeting(s), topic/issue specific training, and other OFP approved activities that support CCG Project staff development and agency capacity.
2. Grantees shall participate in regular program discussions, determined by OFP and the Grantee’s designated OFP Program Consultant, via telephone. Topics for discussion may include, but are not limited to, program updates, needs, and strategies to improve and/or maintain effective program services, compliance issues, and/or corrective action plan.

3. OFP will perform, at their discretion, formal and/or informal site visits. Grantees will receive advance notice not less than 48 hours prior to the site visit.
4. Grantee representation, designated by either the Project Director or Coordinator designee, is required to attend and participate in all scheduled TPP Regional Network meetings. Each Grantee will be required to report as to their level of participation on activities, coordination/sponsoring of meetings, events, deliverables, etc. in their quarterly progress report.

C. Staffing

1. The Grantee shall hire program staff with the appropriate training, experience, and knowledge required to deliver the services as stated in the final grant agreement's Scope of Work (**Exhibit A**) and Workplan (**Attachment 14**).
2. CCG applicants are encouraged to utilize the *Core Competencies for Adolescent Sexual and Reproductive Health* guide (**Appendix 15**), developed by the California Adolescent Sexual Health Workgroup (ASHWG), in the selection of appropriate CCG staff.³² This guide outlines an essential set of knowledge and skills that all adolescent providers, regardless of discipline or specialty area, need to know about adolescent sexuality, pregnancy/contraception, HIV/AIDS, and STIs so that interactions with teens are effective and consistent, and appropriate referrals to resources and services can be made.
3. At a minimum, there must be a designated Project Director or Project Coordinator with overall responsibility for coordinating and documenting project activities. Applicants must also submit a duty statement for all proposed staff positions on the budget. The duty statements must include the minimum qualifications of knowledge, experience, and education for each position. Resumes will be requested for all staff positions during contract negotiation. The following descriptions provide an idea of the types of responsibilities under the CCG RFA.
 - a. The **Project Director** has significant responsibility for ensuring the success and viability of CCG grant activities. Project Director's responsibilities may include: supervising the Project Coordinator, Health Educator, and other administrative staff; approving CCG Project interventions and plans; budget development and fiscal management; staff hiring; and reviewing evaluation documents, progress reports, and program applications. The Project Director will also report to school superintendents, and/or board of directors. In addition, Project Directors may be a liaison to OFP staff if there is no Project Coordinator.
 - b. The **Project Coordinator** is generally under the supervision of the Project Director or other manager. This position responsibilities include, via staff or directly, CCG intervention programming; coordinating services with the Community Collaborative partners; developing documents required by the CCG grant; overseeing local and statewide Continuous Program Improvement (CPI) data collection and evaluation; supervises and trains staff and volunteers; monitors budget, match donations; oversees project activities and budget of subcontractors; facilitates grant collaborative meetings and participates in regional mobilization efforts; attends TPP-sponsored CCG grant meetings and trainings, and is the liaison to OFP staff.
4. The Grantee shall hire fiscal/administrative staff with the appropriate training and expertise to maintain the fiscal integrity of the grant funds. Staff shall be knowledgeable of, and practice, standard accounting and payroll practices (including state and federal tax withholding requirements), maintenance of fiscal/administrative records/documents, appropriate tracking and

³²*Core Competencies for Adolescent Sexual and Reproductive Health*. Subcommittee of the Adolescent Sexual Health Workgroup (ASHWG) (www.californiateenhealth.org/download/ASHWGcorecompetencies2008.pdf).

review/approval of expenditures, and other administrative policies and procedures which will maintain the fiscal integrity of the funds awarded to the contractor.

- 5. The Grantee shall have sufficient personnel to submit timely, accurate, and complete reports, required by OFP, in the format and timeframe provided by OFP.

D. Payment Provisions

Payments can be requested if the following criteria are met:

- The grant has been approved and fully executed.
- The Governor’s Budget Act for the fiscal year has been signed and includes an appropriation for the CCG Program.
- The State has encumbered the funding for the fiscal year.

1. Initial Allotment and Quarterly Invoices

There are two types of reimbursements that can be requested by the Grantee. These reimbursements are the Initial Allotment and Quarterly Invoices.

Initial Allotment

- An Initial Allotment of up to twenty-five (25) percent of the yearly grant amount can be requested at the beginning of each fiscal year.
- The prior year initial allotment issued by the funding program under this agreement, if any, has been fully liquidated or repaid in full. At no time may the sum total of any advance payment exceed twenty-five (25) percent of the total annual agreement amount.

Quarterly Invoices

- Invoices for actual expenditures will be submitted each quarter of the fiscal year following activities performed for each quarter.

2. Payment Periods

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

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

3. Invoice Withholds

Initial Allotment requests will be recouped on the 1st, 2nd, and 3rd quarterly invoices for each fiscal year of the grant as described in the table below.

Withhold Schedule		
Quarterly Invoices	Period	% of Initial Payment Deducted from Invoice
First Quarter	July 1 – September 30, 20XX	1/3
Second Quarter	October 1 – December 31, 20XX	1/3
Third Quarter	January 1 – March 31, 20XX	1/3
Fourth Quarter	April 1 – June 30, 20XX	0 or any remaining percentage of Initial Allotment Balance

Grantees will submit invoices for actual expenditures each quarter. The Initial Allotment withholds will be deducted from the Quarterly Invoice submitted to OFP. Grantees will receive the balance of the invoice as payment for that quarter (Total of quarterly invoice - % of Initial Payment OFP deducts from the invoice = amount Grantee receives for quarterly invoice).

E. Contractual Terms and Conditions

The funded applicants must enter into a written agreement that may contain portions of the Applicant's application (i.e., Budget, Project Plan, Scope of Work, standard contractual provisions, a standard agreement, and the exhibits identified below). Other exhibits, not identified herein, may also appear in the resulting agreement.

The exhibits identified in this section contain contractual terms that require strict adherence to various laws and contracting policies. An applicant's unwillingness or inability to agree to the proposed terms and conditions shown below or contained in any exhibit identified in this RFA may cause OFP to deem an applicant non-responsive and ineligible for an award. Note, California State Universities and/or colleges will be offered alternate agreement terms that represent CDPH' traditional contractual language, which differs slightly from the agreement terms contained or referenced herein. CDPH reserves the right to substitute the latest version of any form or exhibit listed below in the resulting agreement if a newer version is available.

The exhibits identified below illustrate many of the terms and conditions that may appear in the final agreement between CDPH and the funded applicant. Other terms and conditions, not specified in the exhibits identified below, may also appear in a resulting agreement. Some terms and conditions are conditional and may only appear in an agreement if certain conditions exist (i.e., agreement total exceeds a certain amount, federal funding is present, etc.).

In general, CDPH will not accept alterations to the General Terms and Conditions, CDPH' Special Terms and Conditions, the contents of other cited exhibits, or alternate language proposed or submitted by a prospective Contractor. As indicated above, the awarding program will substitute CDPH' standard California State University or University of California agreement model in place of the terms and exhibits identified below.

The Exhibits List is as follows:

- Exhibit A1 Standard Agreement (CDPH 1229)
- Exhibit A Scope of Work (FY 2010-1015)
- Exhibit B Budget Detail and Payment Provisions
- Exhibit C General Terms and Conditions (GT 307)
 - View or download this exhibit at the Internet site <http://www.ols.dgs.ca.gov/Standard+Language/default.htm> .
 - An alternate version of this exhibit (i.e., GIA 101) will be cited in agreements entered into with University of California campuses or California State University campuses.
- Exhibit D(F) Special Terms and Conditions
- Exhibit E Additional Provisions
- Exhibit E, Attachment I AB 629 Compliance Form
- Exhibit F Contractor's Release
 - This exhibit is not applicable to agreements entered into with University of California campuses or California State University campuses.
- Exhibit G Travel Reimbursement Information This exhibit may not be applicable to Agreements entered into with University of California campuses or California State University campuses.
- Exhibit H Contract Equipment Purchased with CDPH Funds (CDPH 1203)
- Exhibit I Inventory/Disposition of CDPH-Funded Equipment (CDPH 1204)
- Exhibit J HIPAA (Health Insurance Portability and Accountability Act) Business Associate Addendum
- Exhibit K Information Confidentiality and Security Replacement
- Exhibit L Information Systems Security Requirements for Projects (ISO/SRI)
- Exhibit M UC HIPAA Business Associate Addendum

F. Contract Compliance

1. Grantees agree projects will be guided by continuous input from the target population(s) served.
2. The Grantee's project staff shall value the cultural and linguistic characteristic of the target population(s) served.
3. Grantees agree to conduct project activities and provide educational materials (e.g., print, audio-visual, electronic) that shall be appropriate in terms of culture, language, literacy level, age, and gender for the intended target population.
4. Grantees agree to provide services in a manner that respects the beliefs, privacy, and dignity of the individual. Individuals have the right to accept or reject services and their participation must be voluntary. Grantees agree to keep signed consents on file, as appropriate, to document agreed upon participation in grant-related activities/ interventions.
5. The Grantee shall maintain accurate program implementation records which document the number of people served, materials developed, activities conducted, etc., including the utilization of State-issued reporting forms to document program implementation when appropriate. These records may include, but are not limited to, logs, sign-in sheets, meeting minutes, survey and evaluation data, community match records and/or receipts, etc. It is recommended that Grantees set up documentation files by intervention and other major activities and/or requirements. Planning documents, meeting minutes, sign-in sheets, etc., are retained as activities are completed. These records shall be kept and made available for four (4) years from the date of the final grant award payment.

6. OFP requires the use of the internet, electronic mail, internet-based surveys, scanning equipment, Adobe, Word, Excel and PowerPoint programs, teleconferences, and web-based conferences. Educational resources may be internet-based. Interventions may include the use of Social Networking sites, CD or DVD presentations, or other technology. Additional technology may be required throughout the grant period. For a complete list of software/hardware requirements, please see **Appendix 16**.
7. All materials developed for use for activities related to community awareness and mobilization (e.g. brochures, radio or television public service announcements, newspaper articles, etc.) must be reviewed and approved by OFP prior to their use and distribution.
8. Grantees are not required to hire an outside evaluator to perform and meet CCG evaluation requirements as outlined in this RFA. However, grant recipients may contract for an evaluator to complete evaluation requirements. The cost of an outside evaluator, via a subcontractor agreement, shall not exceed 15 percent of the operating budget.
9. After the grant agreement is executed, the Grantee must comply with all policies, procedures, and program letters related to administrative and programmatic compliance and Grantee performance, as outlined by OFP.
10. Grantee will be required to participate in the annual Agreement Funding Application (AFA) Process. This process requires the agency to meet, by teleconference or in person, to review current estimated budget costs and possible Workplan revisions prior to the start of each fiscal year. Five days after the AFA meeting, the agency will electronically submit to their assigned Contract Manager the Workplan, CCG Budget Template, and additional OFP identified documents. Written approval by OFP of said documents for contract compliance is required.
 - a. OFP will notify Grantees annually regarding the submission requirements of AFA documents.
 - b. All OFP fiscal or program templates and/or resources needed to complete the AFA will be posted on the OFP website.
11. The Grantee is responsible for meeting all activities and deliverables, as stated in the final grant agreement's Scope of Work (**Exhibit A**) and Workplan (**Attachment 14**).
12. Grantees must obtain prior approval by OFP to participate in data collection or research studies using OFP/CCG information for purposes other than those of fulfilling the requirements of this grant.
13. The Grantee must be prepared to begin the proposed project on July 1, 2010. If the Budget Act for fiscal year (FY) 2010-2011 is delayed, Grantees will begin their projects as soon as the Budget Act is signed. OFP and the Grantee must finalize negotiations and the Workplan and Budget prior to contract execution.
14. The Grantee shall expend funds in accordance with the executed grant agreement line item budget. If any changes to the executed grant Budget are needed during the grant term, a budget revision (shift of funds less than \$25,000) or grant amendment (shift of funds more than \$25,000 or 10 percent of your annual budget) is needed, then the Grantee must request and receive approval for the revision or grant amendment prior to incurring expenses associated with the request. OFP will determine whether or not to approve the requested budget revision or grant amendment.
15. The Grantee must be able to cover at least 45 to 60 days worth of payroll, indirect expenses and operating expenses, as well as expenses incurred by a subcontractor or consultant prior to reimbursement by the State. The Grantee will incur expenses, submit quarterly invoices, and then be reimbursed within 45 to 60 days after OFP receives the invoice(s). The State has up to 45 days

to pay invoices. The Grantee is to submit invoices to OFP in a timely manner to ensure cash flow maintenance.

16. The Grantee must maintain standard payroll practices including state and federal tax withholding requirements. They must have appropriate procedures designating who in the agency may sign payroll time cards, requisitions, and invoices.
17. The Grantee shall maintain accounting records that reflect actual expenditures including, but not limited to, accounting books, ledgers, documents, payroll records, including signed timesheets. Standard accounting practices that properly reflect all direct and indirect expenses related to the grant must be followed. These records shall be kept and made available to the State for four (4) years after the date of the final grant award payment.
18. Five and one half months following the completion of each fiscal year and every year thereafter, Grantees must obtain a single organization-wide financial and compliance audit. The audit shall be conducted according to Generally Accepted Auditing Standards. The cost for audits may be included in the budget for this grant agreement up to \$3,000 each fiscal year.
19. The Grantee and all subcontractors shall be aware that the State shall be the owner of all rights, title, and interest in, but not limited to, the copyright to any and all Works created, produced, or developed under a grant funded by this RFA, whether published or unpublished. **Exhibit D(F)** Grant Language -- Special Terms and Conditions, contains the specific language that will be incorporated into this grant agreement. The Grantee and subcontractors must comply with the Intellectual Property Rights language. Review **Exhibit D(F)** carefully. Changes to this language will not be negotiated.
20. As a condition of funding, Grantees automatically grant the State a royalty free, unrestricted, and irrevocable license throughout the world to reproduce, prepare derivative works, distribute, use, duplicate or dispose of all products. This includes material and data that are collected, created and fixed in any medium of expression, produced, developed or delivered and paid for under the Grant Agreement for governmental purposes, and to have or permit others to do so. Grantees shall require all agreements or subcontracts with other parties who will perform all or part of the Workplan under the Grant Agreement, include clauses granting the State an unrestricted license identical to that set forth under the Grant Agreement. The provisions set forth herein shall survive the termination or expiration of this agreement or any project schedule.
21. The Grantee shall adhere to State non-represented travel, per diem and mileage rates see **Exhibit G** Travel Reimbursement Information.³³ Additionally, out-of-state travel is not reimbursable without prior written approval by OFP.
22. The Grantee must comply with HIPAA Business Associate Addendum (**Exhibit J**), Information Confidentiality and Security Requirement (**Exhibit K**), Information Systems Security Requirements for Projects (ISO/SRI) (**Exhibit L**), and University of California (UC) HIPAA Business Associate Addendum (**Exhibit M**).
23. OFP may withhold payment of invoices for lack of documented and/or timely progress, as well as any non-compliance with grant requirements.

³³ <http://www.dpa.ca.gov/personnel-policies/travel/hr-staff.htm>

G. Subcontractor Agreements

1. 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 5.a(3) of **Exhibit D(F)** Grant Language - Special Terms and Conditions, when securing subcontracts for services exceeding \$5,000, the Contractor shall obtain at least three bids or justify a sole source award. For additional information regarding subcontractors see **Exhibit D(F)**.
2. Grantees are responsible for subcontractor monitoring, including visits to all subcontractors at least annually, or more frequently if designated by OFP. Grantees must establish an effective communication system with each subcontractor in order to receive all necessary information that the Grantee requires in completing and submitting reports to OFP.

H. Disallowed Activities

Use of OFP/CCG funds for any of the following activities, is grounds for grant termination:

1. **Case Management**
The development of case plans for the evaluation, treatment, and/or care of individuals who are unable to arrange for services on their own behalf; assess the individual's needs and coordinate the delivery of needed services; ensure that services are obtained in accordance with the case plan; and follow up and monitor progress to ensure that services are having an impact on the problem. This includes coordination and assurance in health services, legal services, social services, and victim services, whether these services are offered to individuals or reached through group based interventions.
2. **Clinical Services**
Delivery of clinical services related to reproductive health, including diagnosis and treatment of infections and conditions, including cancers that threaten reproductive capability, and medical family planning treatment and procedures, including contraceptive supplies and follow-up.
3. **Curriculum Development**
Funds shall not be used to develop or test new non-evaluated or modified curriculum.
4. **Existing Programs**
Funds shall not be used to support pre-existing programs (outreach, counseling, educational or other) funded by other public or private sources.
5. **Fund Raising**
Grant funds shall not be used for fund raising activities.
6. **Grant Writing**
Costs associated with responding to this or any other RFA are not reimbursable with grant funds.
7. **Health Insurance**
Funds shall not be used to pay for project participant's enrollment in any type of health insurance program. A client, who does not have insurance and is in need of reproductive health clinical services, can be referred to a Family PACT provider who will provide services to eligible participants at no cost.
8. **Mental Health Counseling**
Funds shall not be used to provide mental health counseling services for youth or other targeted populations.

9. Religious Doctrine/Beliefs

The CCG Program must comply with the mandates of the California Constitution (Article XVI, Section 5), which prohibit the use of public funds to aid any religious sect, church, creed or sectarian purpose. Program activities shall not include sectarian beliefs and/or information related to the doctrines of any religious group or organization.

10. Lobbying

OFP funds may not be used to support lobbying activities. Lobbying is defined as communicating with a member of a legislative body, or a government official or employee, with the intention of impacting the formulation of legislation; or swaying the general public with the specific intention of promoting a “yes” or “no” vote on a particular piece of legislation. Educating legislators, their staff, government employees, or the general public about OFP, CCG, or teen pregnancy prevention-related issues is *not* considered lobbying.

11. Abstinence

As described in Section I.C.3.c. (page 7) of this RFA, OFP will not support abstinence-only, abstinence-only-until-marriage, and fear-based interventions, activities, and/or curriculum implementation.

IV. GENERAL APPLICATION INFORMATION

A. Funding Level and Contract Period

The TPP Program announces the availability of approximately \$18 million per year in grant funds for the CCG Projects, as authorized by legislation through the California Welfare and Institutions (W&I) Code Sections 14504.1 and 18993- 18993.9 (**Appendix 1**). This legislation may also be found at <http://www.leginfo.ca.gov/calaw.html>. Annual funding is provided through the California Department of Social Services, who administers Federal Temporary Assistance to Needy Families (TANF) program funds.

Funding for the CCG Projects covered by this RFA will be made available for a maximum of five fiscal years (FYs) for the period beginning July 1, 2010 and ending June 30, 2015:

- Year 1 = 7/1/2010 – 6/30/2011
- Year 2 = 7/1/2011 – 6/30/2012
- Year 3 = 7/1/2012 – 6/30/2013
- Year 4 = 7/1/2013 – 6/30/2014
- Year 5 = 7/1/2014 – 6/30/2015

Grant awards may be funded up to \$250,000 per fiscal year, with a range of \$150,000 (minimum) to \$250,000 (maximum) per grant award based on weighted scores. Additionally, OFP will seek to achieve equitable and balanced funding via geographic distribution across California at its discretion. The funding amount for the CCG Projects will be final only after the Budget Act for each fiscal year is signed. All state appropriations are subject to modification or elimination. If the appropriation amount is modified in any fiscal year, the grant awards may be reduced or eliminated to reflect subsequent changes.

B. Eligibility

Eligible applicants include:

- County and/or city governments.
- Local health jurisdictions.
- Public entities (i.e. schools, school districts, and County Offices of Education).
- Private non-profit corporations organized for non-sectarian purposes.

Applicants claiming private non-profit status must submit as part of their application either: (a) a copy of your certification of non-profit status from the State of California, Office of the Secretary of State or (b) a letter from the federal Department of the Treasury, Internal Revenue Service, classifying the applicant agency as a private non-profit corporation). See **Appendix 17** for Private Non-Corporation IRS Sample Letter.

Organizations that have applied for non-profit status but are not yet certified may submit an application. However, CDPH cannot enter into a grant agreement with an agency before non-profit status is obtained and verified.

The California Constitution, Article XVI, Section 5, prohibits the State from granting or otherwise using state funds to aid any religious sect, church, or sectarian purpose. Nevertheless, all non-profit corporations, including those associated with religious organizations but organized for solely non-sectarian purposes, may apply. The State will terminate funding if it finds that program activities, educational materials (e.g., curriculum, handouts, and audio-visuals) or any other aspects of a program involve or include sectarian beliefs or religious doctrine.

The following entities and organizations may not apply for funding:

1. Organizations that have been deemed ineligible for California contracts or grants by the Department of Fair Employment and Housing due to a failure to comply with California's nondiscrimination laws and reporting requirements.
2. Organizations that have been debarred or decertified from contracting by the federal government.
3. Organizations not in compliance with Government Code Section 8355.
4. Organizations that support or promote sectarian beliefs related to the doctrine of any religious group.
5. Agencies and organizations based outside of California.

C. Conditions for Multiple Application Submission by an Agency

1. Currently funded OFP Grantees and new applicants may submit multiple applications as long as the applicant is able to demonstrate all of the following:
 - No duplication in services or target populations with CCG funds.
 - Grant applications do not serve the same populations in the same geographic area.
 - Grant applications will serve distinctly different areas of a county or region. For example, an applicant may submit one application to serve populations in the East Los Angeles area and a second application to serve populations in the Lancaster/Palmdale area.
2. Applicants may apply as a Grantee and also as a subcontractor on one or more applications.

D. Internet Access to RFA Documents

It is the applicant's responsibility to visit the OFP website on a regular basis for current postings. All documents related to this RFA can be downloaded from the OFP website <http://www.cdph.ca.gov/programs/tpp/Pages/CCGRFA.aspx>.

This includes, but is not limited to:

- RFA document
- Attachments
- Appendices, including data resource suggestions
- Exhibits, including sample contract forms
- FAQ Document
- Addenda, if necessary
- Grant Award Announcement
- Important notifications concerning the RFA and process

Please send an email to ofp.mailbox@cdph.ca.gov to report any problems with the OFP website or documents published there.

E. Applicant Questions

Upon release of the RFA, OFP will accept questions related to the RFA. Questions may be submitted to OFP by e-mail to the OFP Mailbox (ofp.mailbox@cdph.ca.gov), by date and time listed in the RFA Timeline. The subject line of the e-mail must state "CCG RFA Question." All questions must include the name of both the individual and the organization submitting the question.

Applicant questions will be addressed during the Question and Answer teleconference on November 2, 2009. OFP will answer each question as it understands it. No attempt will be made to clarify questions. OFP reserves the right to answer only questions considered relevant to this RFA. A frequently asked question and answer (FAQ) document will be placed on the website. Details about

when and how to access the teleconference will be posted on the OF P Website:
<http://www.cdph.ca.gov/programs/tpp/Pages/CCGRFA.aspx>

The RFA document is considered binding and legal. Therefore, all information provided within the RFA document takes legal precedence over questions responded to and/or clarified during the Q&A Teleconference.

If necessary, OFP will provide addenda to this RFA to resolve errors or needed clarifications. RFA addenda will be posted on the OF P website. It is the applicant's responsibility to visit the OFP website on a regular basis to view this information.

F. Mandatory Bidders' Teleconference

In accordance with the Welfare and Institutions Code 18993.2, the CDP H shall provide outreach and training to potential Grantees to increase the number of agencies and groups that may be able to successfully compete for grants. This requirement will be met via a one day teleconference discussing the RFA process, programmatic and administrative requirements, and strategies for preparing grant applications. Additionally, the teleconference will provide workshops on pertinent topics such as Needs Assessment and Curricula Assessment. Applicants should review and be familiar with the RFA prior to the teleconference.

This teleconference is a mandatory activity for potential applicants. Agencies that submit an application but do not participate in the teleconference will be considered non-responsive and their applications rejected.

Details regarding this teleconference will be posted on the OFP website:
<http://www.cdph.ca.gov/programs/tpp/Pages/CCGRFA.aspx>

G. Application Submission Process

1. Mandatory Letter of Intent to Submit an Application

The Mandatory Letter of Intent to Submit an Application (**Attachment 16**) is required and due to the OFP by date and time listed in the RFA Timeline. Failure to submit a notice of intent by the deadline will preclude the agency from submitting an application. Applicants who submitted a notice of intent will be included on the RFA notification list and will receive any future communication from the OFP concerning any changes or pertinent correspondence regarding this application. Applicants can either email or fax the Letter of Intent to OFP. The fax number is (916) 650-0455. The email address is OFPmailbox@cdph.ca.gov

2. Application

Application elements must be assembled in the order listed below. Applications that are missing attachments or sections or have attachments or sections out of order will be considered incomplete and will be rejected from consideration. For your reference, OFP developed a Glossary/Definition (**Appendix 23**) for frequently used terms applicable to OFP and used throughout the RFA.

a. Format

Applications for funding must be completed according to the instructions provided in this part of the RFA. Substantive review of the application will be based only upon the information contained in the application.

1. All required forms are located on the website under the heading "Attachments" and must be submitted as part of the application. Download all forms from OFP website: <http://www.cdph.ca.gov/programs/tpp/Pages/CCGRFA.aspx>. Make certain that the person signing the forms is authorized to legally bind the agency.
2. OFP will reject an application that contains unsigned forms or omits any required attachments.
3. Sections requiring a narrative response must be completed according to the instructions in that section. Each section must be clearly identified and titled. Failure to follow these instructions may result in rejection of the application.
4. Read all instructions carefully. Include all required information in the RFA, including the required attachments. Do not assume that the reviewers have prior knowledge of the applicant agency or any of the collaborating agencies identified by the applicant agency.
5. The application should be single-spaced with one-inch margins on all sides of the paper. The font size should be no less than 11 points for the narrative sections.
6. Number each page of the application at the bottom right side of the page.
7. Pages must be single-sided on white paper.
8. Staple or clip all pages of the application together in the upper left-hand corner. Do not use a three-ringed binder or other type of binding.
9. Do not submit extraneous materials. Materials not requested will be ignored and/or discarded.
10. CD-ROM must be clearly marked with agency's name on CD-ROM envelope/case and CD disc. The electronic file, saved on CD-ROM, must be in Adobe Acrobat format (version 9.0) and file name be the name of the agency.

b. Signature

All Program Application Submission Requirements and Administrative Application Submission Requirements that require a signature must be signed in blue ink. The person who is authorized to represent the signing Agency must sign. Signature stamps are not acceptable.

Place the originally signed documents in the application set marked "ORIGINAL". The RFA attachments and other documentation placed in the extra application sets may reflect photocopied signatures.

c. Assembly and Package

One CCG grant application (marked "Original" on top), along with five copies, and one version saved as an Adobe Acrobat file (version 9.0) copied onto a CD-ROM (including all Attachments) is required to be submitted.

Mail application copies in a single envelope or package, if possible. If you submit more than one envelope or package, carefully label each one as instructed below and mark on the outside of each envelope "1 of __, 2 of __, etc."

d. Mail or Hand Delivery

Label and submit your application using one of the following methods.

U.S. Mail	Hand Delivery or Overnight Express
<p>CCG Application RFA 10-95001 Office of Family Planning 1615 Capitol Avenue, Suite 73.430 P.O. Box 997420, MS 8400 Sacramento, CA 95899-7420</p>	<p>CCG Application RFA 10-95001 Office of Family Planning 1615 Capitol Avenue MS 8400, Suite 73.430 Sacramento, CA 95814-5015</p>

NOTE: CDPH's internal processing of both U.S. Mail and overnight delivery services may add 48 hours or more to the delivery time. If you mail your application, consider using certified or registered mail and request a receipt upon delivery.

If you choose hand delivery, allow sufficient time to locate metered parking and to sign-in at the security desk. Be prepared to give security personnel this telephone number: (916) 650- 0414, for assistance in contacting OFP.

e. Application Due Date

Application packages must be **received** to OFP, regardless of postmark or method of delivery, by date and time listed in the RFA Timeline.

Applications emailed or faxed **WILL NOT BE ACCEPTED**. Applicants should use hand-delivery, express, certified, or registered mail. Applications received after date and time listed in the RFA Timeline **WILL NOT BE CONSIDERED**.

f. Proof of Timely Receipt

OFP staff will log and attach a date/time stamped slip or receipt to each application package/envelope received. If an application envelope or package is hand delivered, OFP staff will give a receipt to the hand carrier **upon request**.

For an application to be on time, OFP staff must physically receive each application at the stated delivery address no later than 4:00 pm on the application submission due date. **Neither delivery to the department mailroom or a U.S. postmark will serve as proof of timely delivery.**

g. Application Costs

Applicants are responsible for all costs of developing and submitting an application. Such costs cannot be charged to OFP or be included in any cost element of an applicant's proposed budget.

h. Confidentiality

All materials submitted in response to this RFA will become the property of CDPH and, as such, are subject to the Public Records Act (Government Code Section 6250, et seq.). CDPH will disregard any language purporting to render all or portions of any application confidential.

The contents of all applications, draft RFAs, correspondence, agenda, memoranda, working papers, or any other medium that discloses any aspect of an applicant's application shall be held in the strictest confidence until the grant awards are made. CDPH/OFP shall hold the content of all working papers and discussions relating to an application confidential indefinitely, unless the public's interest is best served by disclosure because of its pertinence to a decision, agreement, or the evaluation of an application. An applicant's disclosure of this subject is a basis for rejecting an application and ruling the applicant ineligible to participate further in the application process.

H. Application Selection Process

A multiple stage evaluation process will be used to review and score applications. OF P may reject any application found to be non-responsive at any stage of the evaluation and selection process. Applications that are received by OFP after date and time listed in the RFA Timeline, or are not labeled as instructed, or missing any items listed in the Application Checklist will not be reviewed for funding.

1. Application Checklist Review (Stage 1)

All the attachments and sections listed on the Application Checklist (**Attachment 1**) must be included in the application package in the order they appear on the Application Checklist. Check off each item to indicate its inclusion. If multiple copies of an attachment are necessary, enter the number of copies submitted in the column provided.

- a. After the application submission deadline, OFP staff will review each application for timeliness, completeness and initial responsiveness to the RFA requirements. This is a pass/fail evaluation.
- b. In this review stage, OFP will compare the content of each application to the Application Checklist to determine if the applicant's submissions appear to be complete.
- c. If an applicant's claim on the Application Checklist cannot be proven or substantiated, the application will be deemed non-responsive and rejected from further consideration.
- d. Applications failing to pass Stage 1 are not eligible for the Appeal Process.

2. Application Technical Review and Scoring System (Stage 2)

- a. Each application that complies with the mandatory requirements will be evaluated and scored by review teams comprised of representatives from OFP and other CDPH programs.
- b. Each application will be scored in twelve (12) areas as specified in the table below. Questions in each category will receive a score between 0 and 3 points.
- c. Reviewers judge each application based on merit against the scoring criteria. The applications do not compete with one another; they are judged by the adherence to the instructions and response to the RFA requirements.
- d. Only applications scoring a weighted score of 70% (428) or more will be considered for funding. However, there is no guarantee that a weighted score of 70% or above will result in funding.

Scoring Category	Max Points
TPP Community Collaborative (CC)	33
Needs Assessment Report (NA)	45
Community Match (CM)	3
Logic Model (LM)	6
Curriculum Assessment (CA)	9
Male Involvement Intervention (MI)	18
Family PACT Clinical Services Linkages (CL)	12
Project Plan (PP)	57
TPP Regional Network (RN)	6
Evaluation Plan (EP)	9
Administrative Capability (AC)	48
Budget and Budget Justification (B)	3
TOTAL SCORE	249

- e. In scoring the individual categories, reviewers may consider the extent to which an application provides:
- 1) A fully developed, comprehensive application that provides depth, breadth, and significant facts/details, and has few weaknesses, defects or deficiencies.
 - 2) A demonstration that the applicant understands OFP's requirements, the services sought, and the Grantee's responsibilities.
 - 3) Significant contributions to the achievement of CCG Program goals.
 - 4) A demonstration of high levels of involvement in the development and support for the applicant's proposed Project Plan.
 - 5) A comprehensive and clear Needs Assessment Report completed by the applicant, and supported by the TPP Community Collaborative, that demonstrates the need of the applicant's proposed teen pregnancy prevention program services.
 - 6) A proposed project that is likely to be effective in the implementation of selected interventions that are appropriate, comprehensive, creative and reflective of the applicant's Logic Model.
 - 7) An Evaluation Plan that demonstrates the applicant's abilities to identify appropriate and effective process and outcome measurements.
 - 8) A detailed budget that reasonably reflects the proposed project and is cost effective.
- f. If two or more applications for a region/service area receive the same score, OFP will award grants to applications with the highest weighted score.

- 1) OFP will use a scoring system as a fair and objective means to assign points and assure agencies are likely to be successful. Stage 2, the Application Technical Review and Scoring System in **Appendix 18** contains the considerations that rate rs may take into account when assigning individual points to a technical appli cation.

3. Funding Decision (Stage 3)

- a. The weight assigned to each category, and the m eans of calculating the weighted scores, are shown in the following table.

<u>Scoring Category</u>	<u>Weight</u>	<u>Score</u>	<u>Score</u>
TPP Community Collaborative (CC)	2	CC	2 X CC
Needs Assessment Report (NA)	3	NA	3 X NA
Community Match (CM)	1	CM	1 X CM
Logic Model (LM)	3	LM	3 X LM
Curriculum Assessment (CA)	2	CA	2 X CA
Male Involvement Intervention (MI)	3	MI	3 X MI
Family PACT Clinical Services Linkages (CL)	1	CL	1 X CL
Project Plan (PP)	3	PP	3 X PP
TPP Regional Network (RN)	1	RN	1 X RN
Evaluation Plan (EP)	3	EP	3 x EP
Administrative Capability (AC)	2	AC	2 X AC
Budget and Budget Justification (B)	2	B	2 X B
TOTAL		249	612

- b. OFP anticipates that there will be more applications received than can feasibly be awarded funding. Therefore, final determi nation of whether an applicant is funded may also be based on consideration of the following factors:

- **High Teen Birth Rate**

The extent to which the applicant proposes interventions in high teen birth rate MSSA locations/communities, identified by the CDPH Maternal Child and Adolescent Health publication *Teen Births in California: A Resource for Planning and Policy* (**Appendix 19**). Applicants will be given an additional five poi nts.

- **Priority Populations**

The “Background” section of the RFA identifies and describes the significant disparity in teen pregnancy among California’s Latino population, foster care youth, and young m en. An additional five points funding consideration may be given to appli cants that design intervention approaches that specifical ly focus on California’s Latino population and foster care youth populations. For the young men priority population, no additional points will be

given as OFP mandates all CCG Grantees to implement a Male Involvement (MI) Intervention.

- **Need for Teen Pregnancy Prevention Services within the Community**

The extent to which applicants identify whether there are gaps in teen pregnancy prevention program services in the applicant's community. Applicants will be given an additional three points for identifying an unmet need for teen pregnancy prevention in their proposed community.

- **Geographic Distribution**

The extent to which the application contributes to an equitable and balanced geographic distribution of funds. Of particular significance is whether there are gaps in teen pregnancy prevention programs and services in the locale the applicant proposes to serve.

I. Application Withdrawal

To withdraw an application at anytime prior to, during, or after the application is submitted, the applicant shall submit a written withdrawal request signed by an authorized representative of the applicant's agency no later than the application submission deadline. Address the envelope to the appropriate address listed above for the delivery of applications. Add an additional line to the address on the envelope stating "Withdraw RFA." You may also fax your written withdrawal request to:

**CCG Application RFA
Office of Family Planning
FAX (916) 650-0455**

NOTE: Applicants who fax their withdrawal requests must call (916) 650-0414 to confirm receipt of a faxed withdrawal request.

J. Application Resubmission

Applicants who withdraw their application may submit a new application prior to the application deadline.

K. Non-Responsive Applications

1. In addition to any condition previously indicated in this RFA, the following occurrences may cause OFP to deem a proposal non-responsive:
 - a. An applicant submits an application that is conditional, materially incomplete or contains material defects, alterations or irregularities of any kind.
 - b. An applicant supplies false, inaccurate or misleading information or falsely certifies compliance on any RFA attachment.
 - c. If OFP discovers, at any stage of the evaluation process or upon award of a grant, that the applicant is unwilling or unable to comply with the grant agreement terms, conditions and exhibits cited in this RFA or the resulting grant agreement.
 - d. If other irregularities occur in an application response that are not specifically addressed herein.
2. OFP will deem late applications non-responsive.

L. Notice of Award

1. Upon successful completion of the grant funding process, the OFP will post a Notice of Intent to Award Funds at: <http://www.cdph.ca.gov/programs/tpp/Pages/CCGRFA.aspx>.
2. Applicants may receive, upon written request to OFP, their consensus review rating sheet.
3. After any appeals are resolved, the OFP will formally notify the successful appellants in writing.

M. Appeals Process

Only non-funded applicants who submitted a timely application that complies with the RFA instructions may file an appeal. There is no appeal process for late or incomplete applications. Appeals are limited to the grounds that OFP failed to correctly apply the standards for reviewing applications in accordance with this RFA. Disagreements with the contents of the review committee evaluation are not grounds for appeal. Applicants may not appeal solely on the basis of funding amount. Only timely and complete appeals that comply with the appeals process stated herein will be considered.

The written appeal must fully identify the issue(s) in dispute, the practice that the appellant believes OFP has improperly applied in making its award decision, the legal authority or other basis for the appellant's position, and the remedy sought. Written letters appealing OFP's final award selections must be received by OFP no later than date and time listed in the RFA Timeline.

Submit a written appeal signed by an authorized representative of the applicant. Label and submit the appeal using one of the following methods:

U.S. Mail	Hand-Delivery or Overnight Express
<p>Appeal CCG RFA 10-95001 California Department of Public Health Laurie Weaver, Chief Office of Family Planning 1615 Capitol Avenue, Suite 73.430 P.O. Box 997420, MS-8400 Sacramento, CA 95899-7420</p>	<p>Appeal CCG RFA 10-95001 California Department of Public Health Laurie Weaver, Chief Office of Family Planning 1615 Capitol Avenue MS 8400, Suite 73.430 Sacramento, CA 95814-5015</p>

NOTE: Applicants hand-delivering an appeal must have the building lobby security officer call OFP at (916) 650-0414 between the hours of 8:00 a.m. and 4:00 p.m., and ask to have an OFP representative receive the document. OFP will provide a proof of receipt at the time of delivery.

The Chief of the OFP or her designee shall review each timely and complete appeal and will resolve the appeal by considering the contents of the written appeal letter. At its sole discretion, OFP reserves the right to collect additional facts or information to aid in the resolution of any appeal.

The decision of the hearing officer shall be final and there will be no further administrative appeal. Appellants will be notified of the decisions regarding their appeal in writing within fifteen working days of the written appeal letter.

N. Grant Negotiations

Following the award notification, grant negotiations will occur with the potential Grantees in a timely manner. OFP reserves the right to withdraw any award if negotiations can not be concluded between OFP and the awarded agency. During grant negotiations, Grantee will negotiate a detailed Workplan, Budget, and Budget Justifications, which will become part of the formal grant. Upon receipt and acceptance of these documents by OFP, the grant will be fully executed and work will commence by July 1, 2010.

O. OFP Rights

In addition to the rights discussed elsewhere in this RFA, OFP reserves the following rights:

1. RFA Clarification / Correction / Alteration

OFP reserves the right to do any of the following up to the application submission deadline:

- a. Modify any date or deadline appearing in this RFA or the RFA Timeline.
- b. Issue clarification notices, addenda, alternate RFA instructions, forms, etc.
- c. Waive any RFA requirement or instruction for all applicants if OFP determines that a requirement or instruction was unnecessary, erroneous or unreasonable. If deemed necessary by OFP, OFP may also waive any RFA requirement or instruction after the application submission deadline.
- d. If this RFA is clarified, corrected, or modified, OFP intends to post all clarification notices and/or RFA addenda at the following Internet web address:
<http://www.cdph.ca.gov/programs/tpp/Pages/CCGRFA.aspx>.

2. Verification

OFP is authorized to verify any and all information contained in an application, including but not limited to the verification of prior experience and the possession or other qualification requirements; and check any reference identified by an applicant or other resources known by the State to confirm the applicant's business integrity and history of providing effective, efficient, and timely services.

3. Requests for Additional Documentation

OFP may request an applicant to submit additional documentation during or after the application review and evaluation process. OFP, at its sole discretion, reserves the right to collect the following additional documentation and/or information:

- a. Signed copies of any form submitted without a signature.
- b. Information/material needed to clarify or confirm certifications or claims made by an applicant.
- c. Information/material needed to correct or remedy an immaterial defect in a proposal.

4. Insufficient Responsive Applications / Altered Awards

If in OFP's opinion, the State's interests will be better served, OFP reserves the right at its sole discretion to take any of the actions described below. These actions may be initiated at the onset of various events including but not limited to a determination that an insufficient number of applications are received, additional funding is identified, anticipated funding decreases, etc.

- a. Extend the application acceptance period beyond the date indicated in the RFA to invite additional interested organizations to submit applications for funding.
- b. Offer agreement modifications or amendments to the funded organizations for increased or decreased services and/or increased/decreased funding.

5. Right to Remedy Errors

OFP reserves the right to remedy errors caused by OFP office equipment malfunctions or negligence by agency staff.

6. Agreement Amendments After Award

- a. OFP reserves the right to amend any agreement resulting from this RFA. Amendments may include term extensions, Workplan modifications, CSHE curriculum selection(s) and/or modifications/alterations, budget or funding alterations, etc.
- b. OFP reserves the right to withdraw any award if negotiations can not be concluded between OFP and the awarded agency.

7. Immaterial Defect

The OFP may also waive any immaterial defect in any application and/or allow the applicant to remedy a defect. OFP reserves the right to use its best judgment to determine what constitutes an immaterial deviation or defect. OFP's waiver of an immaterial defect in an application shall in no way modify this RFA or excuse an applicant from full compliance with all application requirements.

8. Issuance/Rejection of this RFA

The issuance of this RFA does not constitute a commitment by OFP to award any grants, any specific number of grants, or all grant money. OFP reserves the right to reject all applications and to cancel this RFA if it is in the best interest of OFP to do so.

V. PROGRAM APPLICATION SUBMISSION REQUIREMENTS AND INSTRUCTIONS

A. General Instructions

For each submission requirement:

- Begin a new page for each Program R requirement identified below.
- Provide a narrative that concisely describes the requested information.
- Do not exceed the allowed number of pages.
- Arrange the narratives in the order identified below.
- Number pages sequentially.
- Place the Program Application Submission Requirements in the order identified in the Application Checklist.

B. Application Checklist (use Attachment 1)

Complete and submit the Application Checklist to ensure that all application attachments and required components are included and place it on top of your application.

The items included on the checklist are required to be submitted as part of the application and must be presented in the order given on the form. If any items are omitted from the application, the application will be considered non-responsive and will not be reviewed.

C. Application Cover Page (use Attachment 2)

Complete and submit the Application Cover Page.

D. Table of Contents

Applications must have a Table of Contents with page numbers referenced. Properly identify each section and the contents therein. Number each page of the application consecutively; excluding the applications Attachments, Program Application Submission Related Requirements, and Administrative Agency Documentation Related Requirements. Legible hand-written page numbering is acceptable.

E. Application Summary

Applicants are to summarize pertinent information from their application into the Application Summary (Attachment 3a) and Application Summary Intervention Sites (Attachment 3b).

F. Community Collaborative Narrative (5 page maximum)

1. Current teen pregnancy and/or youth development collaborative activities within the applicant's community.
 - a. Describe current youth-focused and/or teen pregnancy prevention collaborations.
2. Describe your agency's previous history participating on a teen pregnancy prevention collaborative or coalition.
 - a. Background information on the collaborative/coalition (e.g. date of establishment, mission statement, structure, participants, etc.)
 - b. Accomplishments of the collaborative/coalition for which the applicant was a participant.

3. Proposed Community Collaborative Membership

- a. Identify proposed members. Include the name of the agency or organization they represent, if applicable.
- b. Provide an explanation if applicant is unable to secure a commitment from one of the following required by OFP (Family PACT provider, Cal-Learn and Cal-SAFE, etc.).

4. Operation of TPP Community Collaborative

- a. Identify the staff position that is responsible for completing collaborative staff work.
- b. Describe how often meetings will be held: quarterly, monthly, etc.
- c. Describe the recruitment, training and retention plan for members.
- d. Describe the communication system that enables the collaborative members to provide on-going input to the collaborative and to share other community efforts for the sustainability to the CCG Project.

5. Strategies for a Strong Collaborative and Community Support for the Priority of Teen Pregnancy Prevention Efforts

- a. Describe the community's current priority for teen pregnancy prevention efforts, compared to other needed services and programs.
- b. If not a priority, describe how the applicant proposes increasing teen pregnancy prevention as a priority through collaborative activities.
- c. *Identify additional challenges that may hinder the formation and/or maintenance of your Community Collaborative effort. Describe how the challenges will be addressed.*
- d. Describe how you will evaluate collaborative efforts to determine goals, major milestones, challenges, and accomplishments.
- e. Describe your proposed strategies for sharing community updates related to new/updated teen pregnancy prevention issues, concerns, needs, etc., with collaborative members and your community.

6. Accountability Report and Sustainability Plan

- a. To assess the Community Accountability Report, describe how the applicant proposes to share the TPP Community Collaborative efforts with the community on a yearly basis, such as:
 - To who/whom will report be presented.
 - How often, when or what time of year.
 - Type of reporting (e.g. website, face-to-face presentation, handouts, etc.).

7. Community Collaborative Attachments

Submit the following Community Collaborative Attachments:

- a. TPP Collaborative Roster (**Attachment 4**)
- b. Collaborative Member Agreement Form (**Attachment 5**)

G. Needs Assessment Report Narrative (6 page maximum)**1. Target Populations**

- a. Describe the characteristics of the target population(s) you wish to serve, such as: age, gender, ethnicity, neighborhood characteristics, school(s) attended, primary language, economic status, cultural beliefs and values, etc. Explain why the population you want to work with stands out from other potential target populations.
- b. Provide local data on prevalence of teen and unintended births, teen parents, and absentee fathers/parents or other adults in the community you would like to serve. Include additional available data on teen behaviors of proposed target population to be served (e.g. condoms and contraceptive use, access to clinical services, number of sexual partners, etc.) Use the "footnote" feature to document data sources.
- c. Identify Teen Birth and Teen Birth Rates, by Medical Service Study Area (MSSA) location/community, (as referenced in *Teen Births in California: A Resource for Planning and Policy* - **Appendix 19**) for each community you intend to serve.
- d. Identify conditions that may put the target population you wish to work with at high risk for teenage pregnancy, teenage single parenting, and absentee fatherhood such as, but not limited to: higher unemployment rates, residing in a high crime area, high school dropout rates; increased alcohol and drug use, family income levels, number of single-parent households, sexual abuse data, educational attainment of parents, etc.
- e. Describe community attitudes, beliefs and values about the causes, consequences and solutions to teen and unintended pregnancy and absentee fatherhood. Include information such as, but not limited to, factors, pressures, barriers, perceptions of risk, values, attitudes, norms, skills, access to condoms and other contraceptives, etc., that may have important effects on sexual behavior and condom use or other contraceptive use among the proposed target population within the applicant's community.
- f. Describe health concerns that co-exist and may be perceived as more important than pregnancy prevention, such as STI infection, including HIV/AIDS, diabetes, drug abuse, alcoholism, etc.

2. Existing Services and Resources

- a. Describe the availability of pregnancy prevention and health services for teens and teen parents: Family PACT providers, school-based or school-linked health centers, CCG Information and Education Programs, youth development programs, mentoring programs, tutoring programs, faith-based initiatives and programs for parents of adolescents.
- b. Describe existing community assets, resources, and opportunities that will support the project's implementation.

3. Gaps in Services and Barriers to Providing Services

- a. Identify the unmet pregnancy prevention services and absentee fatherhood needs of the target populations and how the applicant will address these gaps.
- b. Describe potential barriers to program implementation, such as rural locations, migrant populations, homelessness, community support or lack of support.

4. Community Historical Perspective

- a. Provide a historical perspective of what has happened over the past ten years up to the present, within the applicant's community, in relation to community support (or lack thereof) for efforts in preventing teen pregnancy and absentee fatherhood. This may include, but is not limited to:
 - Availability of Clinical Services
 - Employment
 - Economy
 - Community Development
 - Recent Immigrants vs. Long-Term Immigrants
 - Community Organization and Collaboration
 - Teen Pregnancy Prevention Funding
- b. Discuss teen birth rates and absentee fatherhood trends over the past 10 years up to the present, and reasons for increase and/or decline (e.g. demographic shifts, funding/support for programs, availability of clinical services, numbers of enrolled foster care youth, high school drop-out rates, etc.).

5. Needs Assessment Process

- a. Describe the methodology used to conduct the Needs Assessment. For example:
 - Identify the kinds of existing data that were reviewed.
 - Describe what type of new data was collected through surveys, focus groups, etc.
 - Describe how the new data was collected.
 - Describe how you analyzed the data collected.
 - Identify the individuals or agencies involved in conducting your Needs Assessment.
- b. **Community Input**
 - Describe the involvement of community members, stakeholders, collaborative members, etc. in the provision, sharing, and support of Needs Assessment data.
 - Describe the community's support for applicant's proposed interventions (e.g. comprehensive sexual health education, male involvement, additional interventions).

H. Community Match Narrative (1 page maximum)

1. Describe the applicant's experiences with collecting dollar or in-kind matching contributions within the community you wish to serve.

I. Logic Model Narrative (2 page maximum)

1. Describe how the applicant's selected interventions and risk and protective factors will be effective in changing behaviors of the target population(s).
2. Identify who was involved in the development of the Logic Model, including but not limited to, community members, stakeholders, collaborative members, etc.
3. Describe how the applicant collected input from community members, collaborative members, stakeholders, etc., for the applicant's Logic Model.
4. Submit Logic Model (**Attachment 6**)

J. Curriculum Assessment Narrative (3 page maximum)

1. Identify the selected CSHE curriculum. Describe the rationale for selecting the curriculum, community input, available resources, target population(s), setting, etc. based on the Needs Assessment Report.
2. Describe the applicant's training and experience in using the selected CSHE curriculum. If no training or experience has occurred, describe your plan to train staff prior to implementation of this intervention.
3. Describe the augmentation(s) that will be made, if necessary, to ensure that the curriculum the applicant has chosen for comprehensive sexual health education will meet all 27 criteria.
4. Submit the following Curriculum Assessment documents:
 - a. CAT (**Attachment 8**)
 - b. CAT Supplemental Information Form (**Attachment 9**)
 - c. Letter of Intent by Public Schools (**Attachment 11**)

K. Male Involvement Intervention Narrative (4 page maximum)

1. Describe applicant's experience working with males 12-24 years of age.
2. Describe how the applicant's proposed intervention will increase the number of males who access family planning and related preventive services.
3. Describe how the applicant's Needs Assessment assisted in identifying the proposed target population, project activities, and behavioral outcomes for the proposed intervention.
4. Identify specific demographics of the population(s) that the applicant proposes to serve through its MI intervention.
5. Describe how the applicant will monitor and evaluate behavioral outcomes of the proposed MI intervention.
6. Describe potential barriers to implementing the proposed MI intervention in applicant's community, such as non-male friendly clinics, lack of transportation options to access family planning and reproductive health services, etc.

L. Family PACT Linkages Narrative (2 page maximum)

1. **Relationship with Family PACT provider**
 - a. Describe applicant project's relationship with the Family PACT providers who will provide services to proposed target populations, including names and how applicant involved them in the development of the application and Project Plan.
 - b. Identify and describe any access issues such as lack of public transportation, cultural diversity, and youth not feeling welcomed by the clinic, etc., with Family PACT clinics located in your community. Describe how applicant will address these issues.

- c. If there are no Family PACT providers in the community you want to serve, describe how youth will receive family planning and reproductive services, such as: receiving services at local clinics or other local non-profit clinics; providing transportation to Family PACT clinics in neighboring communities if possible, etc.
- d. In the Program Application Submission Requirements, include a Letter of Intent by Family PACT provider (**Attachment 13**) as appropriate for each participating Family PACT provider.

2. Clinical Linkages

- a. Describe applicant's proposed collaborative activities to promote awareness and referral to family planning and reproductive health services at Family PACT clinics.

M. Project Plan Narrative (4 page maximum)

Provide the following information for each intervention:

1. Target Populations

- a. Based on the applicant's Needs Assessment, describe the specific target population(s) and justification for selecting the proposed target population, including how it will benefit from the proposed intervention and activities.
- b. Identify the types of barriers and challenges the applicant may face in serving this population. Describe how the applicant will overcome these barriers.
- c. Explain how the applicant will recruit and retain participants of the proposed target population in a voluntary (not controlled) setting, as opposed to school or juvenile justice facilities where participation is involuntary.
- d. Estimate the number of participants from the proposed target population based on, but not limited to, the following factors: demographic, geographic, MSA data, etc.

2. Interventions

- a. Describe the rationale for selecting two (or more) additional youth development interventions, such as youth leadership, youth partnership, mentoring program, teen theater, etc. Include references/citations of research-based approaches that support the effectiveness of the proposed intervention.

3. Activities

- a. Briefly summarize the activities to be conducted to implement each intervention. Indicate the length, frequency, number of sessions, trainings, classes, educational materials, presentations, meetings, encounters, etc.
- b. Describe how the proposed activities will achieve the applicant's identified short-term outcomes.
- c. Indicate how the proposed activities will serve the proposed target population.
- d. Describe how the applicant will ensure that the proposed activities are culturally and linguistically appropriate.
- e. Describe the youth-development approaches incorporated into the activities.

- f. Describe how clinical service linkages will be incorporated into the proposed activities.
- g. Identify where the proposed activities/services will be delivered (e.g. after-school at X, Y & Z High Schools) and why the locations were selected.
- h. State the duration of the proposed activities (e.g. year, weeks, days, sessions, etc.).

4. Process Measures

- a. Restate the applicant's proposed process measures as listed in the applicant's Project Plan.
- b. Identify the data collection methods and evaluation methods you will use to measure the process.

5. Short-Term Outcome Measures

- a. Restate the applicant's proposed short-term outcomes measures as listed in the applicant's Project Plan.
- b. Provide a rationale for each measure. Describe how the outcome measures will be achieved within the proposed timeframe.
- c. Identify the data collection methods and evaluation methods you will use to measure short-time outcome.

6. Timeline/Responsibility

- a. Describe the timeframe for each intervention.
- b. Describe who (applicant and/or subcontractor) will be responsible for key activities (e.g., talking with school administrators, implementation of services, and data collection and analysis).

7. Tracking Method

- a. Describe the tracking methods that will be used to document the evaluation activities for each intervention.
- b. Identify who will be responsible for tracking and collecting evaluation data for each intervention.
- c. Submit Project Plan (**Attachment 7**) to include Target Populations, Interventions, Activities, Process Measures, Short-Term Outcome Measures, Timelines/Responsibilities, and Tracking Method.

N. TPP Regional Network Narrative (2 page maximum)

1. Describe applicant's plan to participate in the regional network.
2. Describe how applicants will support collaborative efforts and increase the visibility of teen pregnancy prevention efforts within your region.
3. TPP Regional Network Lead Agency Application. Please indicate if the applicant submitted a TPP Regional Network Lead Agency Application (**Attachment 15**).

O. Evaluation Plan Narrative (3 page maximum)

The Evaluation Plan is a narrative description of how the applicant will determine if interventions are meeting the goals and objectives of the CCG Program.

1. Describe applicant's experience in evaluating health programs, including experience in collecting and reporting data.
2. Identify the designated staff and the percentage of Full Time Equivalent (FTE) allocated for evaluation activities or outside evaluator. Describe the staff or outside evaluator's experience in performing the required evaluation activities.
3. Describe applicant's plan to determine if interventions are meeting the goals and objectives of your Project Plan.

VI. ADMINISTRATIVE APPLICATION SUBMISSION REQUIREMENTS AND INSTRUCTIONS**A. Administrative Capability****1. General Instructions**

- Provide a narrative that concis ely describes the requested information.
- Do not exceed the allowed num ber of pages.
- Arrange the narratives in the order identified below.
- Number pages sequentially.
- Place the Administrative Application Submission Requirements in the order identified in the Application Checklist.

2. Administrative Capability Narrative (5 pages maximum)**a. Applicant's History**

1. Describe the length of time the applicant has been in existence, and its mission, vision, and goals.
2. Describe services and programs currently offered, including experience with past services related to this RFA.
3. Describe the accomplishments and outcomes of current and past services related to this RFA, including partici pant demographics and number of partici pants served.

b. Organizational Capacity and Resources

1. Describe the applicant's ability and resources to ensure timely start-up and implementation of the applicant's proposed CCG Project, including readiness to implement proposed interventions, activities, evaluation, hiring staff, etc.
2. Describe how the proposed project will be incorporated into the applicant's organizational structure.
3. Attach an organizational chart in the Administrative section of the application, indicati ng the placement of the proposed project within the applican t' s organization.

c. Experience in Serving Proposed Target Population(s)

1. Describe the applicant's experience with the provision of services to pre-sexually active and/or sexually active adolescents and young adults at risk of unintended pregnancy and absentee fatherhood. If applicable to the Project Plan, describe the applicant's experience with provision of services to Latino popul ations, foster care youth, and young men.
2. Describe the applicant's experience with provision of culturally and linguistically appropriate services to the proposed target population(s).
3. Describe applicant's success in resolving challenges and barriers in providing services to proposed target population(s).

d. Staff Capability

1. Describe the applicant's staff(s') knowledge, skills, and experience in providing outreach to youth, interacting with youth, and presenting sexual health education topics to youth.
2. Describe the applicant's experience with recruiting and retaining staff with the knowledge, skills, and abilities to serve applicant's proposed target population(s).
3. Describe the experience of administrative staff with monitoring government agreements and funds, overseeing and managing administrative and contractual/grant agreements, payroll, bookkeeping, invoicing, and tracking, including administrative and fiscal controls.
4. Attach a duty statement for all proposed staff positions on the budget. The duty statements must include the minimum qualifications for knowledge, experience, and education for each position.

e. Fiscal and Contract Compliance

1. Describe the applicant's financial ability to conduct services described in this RFA. Given that the grant payments are made on a reimbursement basis, describe how the applicant is financially able to operate the project while awaiting payment.
2. Describe the applicant's history of fiscal and program documentation, oversight and management of grants and subcontracts, timely and satisfactory completion of agreed deliverables, and compliance with contractual requirements.

f. Audit History Findings

1. Describe the applicant's audit history findings over the immediately preceding two (2) years. Include frequency and types of audits, date of last audit, and a summary of major findings from the last audit. If there were no findings, submit a statement detailing no findings.
2. Indicate whether the applicant has been audited by a State agency within the immediately preceding two (2) years. If yes, list: (a) the name of the State agency; (b) State agency contact person and phone number; (c) the year the audit was conducted; (d) the outcome of the audit. OFP has the right, at its sole discretion, to follow-up with references to confirm the audit history.

g. Subcontracting Experience – (required only if subcontractor will be used)

1. Describe the applicant's subcontracting process (e.g. procurement, competitive bid, etc.).
2. Describe the applicant's monitoring, management, and oversight process.
3. Describe the proposed subcontractor(s) experience and qualifications and detail work to be performed by the subcontractor on the applicant's Project Plan (**Attachment 7**).
4. Attach a Subcontractor Summary (**Attachment 17**) or each proposed subcontractor.

h. Local Government Agency or Health Jurisdiction Resolution

Applicants from local government agencies that report to a governing board (e.g. City Council or Board of Supervisors) are required to include the governing board's resolution providing

authority to apply for and accept grant funds. This may take a few months to schedule; therefore, OFP strongly encourages applicants to plan ahead.

1. Include a letter documenting when the resolution was submitted to the board and when the applicant expects to receive approval. Approved resolutions must be received by OFP before grant agreements can be finalized, and in time to begin work on July 1, 2010.

3. Administrative Agency Related Submission Documents

- a. Organizational Chart
- b. Tax Exempt Status for Non-Profit Applicants Only

Provide proof of non-profit corporate and tax-exempt status. For agencies in the process of incorporating, please submit proof of application for state non-profit corporate status or state/federal tax-exempt status. See **Appendix 17** for Private Non-Profit Corporation IRS Sample Letter for examples of acceptable documentation.

- c. Independent Audit Reports
- d. Duty Statements
- e. Business Information Sheet (**Attachment 19**)
- f. CCC 307 – Certification (**Attachment 20**)
- g. Conflict of Interest Form (**Attachment 21**)
- h. Payee Data Record (**Attachment 22**)
- i. Darfur Contracting Act (**Attachment 23**)

B. Budget

1. General Instructions

- a. A budget for only one year FY 2010 – 2011 is required in the application for the CCG applicant and each proposed subcontractor. Applicants should prepare their proposed budget based upon the following instructions below.
- b. The applicant's CCG Budget Template (**Attachment 24a**) has three worksheets (three tabs at the bottom left corner of the Budget Template).
 - 1) The first worksheet of each template (Budget Instructions) contains instructions for entering information into the budget template.
 - 2) The second worksheet (Budget Detail and Justification) is to be used when preparing the budget and the budget justification information. Applicants will only enter information on this second worksheet.
 - 3) The third worksheet is the Original Budget Summary Page. The Original Budget Summary Page is protected/locked; therefore, no information can be entered on this worksheet. Once all information is entered into the second worksheet (Budget Detail and Justification) it will automatically transfer to the Original Budget Summary worksheet.

- c. Applicants must submit a CCG Subcontractor Budget Template (**Attachment 24b**) for each subcontracted agency as necessary.
- d. See **Appendix 20** Budget Resource Document for information on guidelines for budgeting proposed expenses.
- e. OFP may provide Grantees with new or updated budget files during the grant period.

2. Budget Detail and Justification

- a. On the Budget Detail and Justification worksheet, provide specific cost breakdowns for the budget line items identified in each section.
- b. Please report costs using whole dollars only. Round fractional dollar amounts or cents to the nearest whole dollar amount.
- c. Identify, by listing the intervention number, how funding allocated for each line item directly supports the goals, objectives and activities specified in the Workplan.

3. Budget Line Items

The five Budget line items are: Personnel, Operating Expenses (includes equipment), Subcontractors/Consultants, Other Costs, and Indirect Costs. Each line item is explained in detail below.

a. Personnel costs (First Line Item)

Include the following narrative information under Description of Expense to explain the reasonableness and/or necessity of the proposed budgeted costs appearing on the Budget Attachments.

Include wage and/or salary justifications, including but not limited to:

- 1) How salary rates or ranges were determined.

Note: The salaries paid to Grantee Personnel, that is, applicant's staff, should not exceed rates paid to State Civil Service personnel performing comparable work. CDPH reserves the rights to limit salary reimbursement to levels that are comparable to those of Civil Service employees (see link to Civil Service classifications and pay scales). Refer to www.dpa.ca.gov.

- 2) Explain any cost of living, merit or other salary adjustments that are included in the personnel line item. Explain how the amount of each adjustment was determined and explain the frequency or interval at which the adjustment is to be granted. **This only applies if you included merit increases, cost of living, or other salary adjustments in the personnel expense line item.**

Note: The merit and cost of living adjustment paid to Grantee Personnel should not exceed rates paid to State Civil Service personnel performing comparable work. CDPH reserves the right to limit reimbursement of merit and cost of living adjustments to levels that are comparable to those of Civil Service employees.

- 3) If applicable, identify any positions that do not earn fringe benefits and/or that receive different benefit levels.
- 4) List each funded position title or classification.
- 5) Indicate the FTE or annual percentage of time for each position (i.e., full time [40 hours a week] = 1.0, 1/2 time = .50, 3/4 time = .75, 1/4 time = .25).
- 6) Identify the annual salary rate or range for each position/classification. Remember to include anticipated merit and cost of living adjustments.
- 7) Do not combine multiple personnel on the same line. Each position must be on a separate line.
- 8) Only personnel that are employed by the agency and receiving fringe benefits may be budgeted under personnel.

b. Fringe Benefits

Fringe benefit explanation. This requirement only applies if fringe benefit expenses are budgeted. Identify and/or explain the expenses that make up fringe benefit costs. Typical fringe benefit costs can include employer paid social security, worker's compensation insurance; unemployment insurance, health, dental, vision and/or life insurance, disability insurance, pension plan/retirement benefits; etc.

Display fringe benefit costs **EITHER** as a percentage rate of total personnel costs **OR** combined with the salary as actual costs. **Combining the two fringe benefit options below IS NOT allowed.**

- 1) If you choose to use an average rate for total personnel costs, that rate can be added to the bottom of the personnel detail sheet of the Budget Detail and Justification Template. That will calculate fringe benefits on total Annual Salaries and be added to salaries that are exported to the Budget Summary Template.

OR

- 2) If you choose to add the fringe benefits to an Annual Salary, the fringe benefit rate for that staff must be included in the Budget Justification Narrative under Description of Expense.

c. Operating Expenses (Second Line Item)

- 1) **General Expenses:** This category includes all general costs of the operation of the Program. Examples of such expenses are office supplies, telephone, postage, duplication and other consumable operating supplies. Furniture and office equipment with an acquisition cost of \$50.00 or less per unit (including tax, installation and freight) are general expense items.
- 2) **Travel:** State rules for travel reimbursement are:
 - a) The California Department of Personnel Administration (DPA) adopted the policy of utilizing the same mileage reimbursement rate as the Federal rate starting July 2006. For current rates, refer to the DPA website.³⁴

³⁴ <http://www.dpa.ca.gov/personnel-policies/travel/hr-staff.htm>

- b) Travel costs consist of mileage, airfare, per diem, lodging, parking, toll bridge fees, taxicab fares and car rental. The amount of the mileage reimbursement includes all costs of operating the vehicle.
 - c) The agency must utilize the lowest available cost method of travel. See **Exhibit G** for additional information on reimbursable costs.
 - d) Indicate the total cost for travel expenses for program staff. The money budgeted for travel must be for expenses related to the administration of the program. The travel line item in the budget must include only the costs specifically related to the staff activities, such as travel to attend conferences and trainings.
 - e) Applicants must include a sufficient travel expense allocation for program staff to attend trainings, regional meetings, etc. Designated staff is required to attend four regional meetings per year.
 - f) The cost for client/participant related transportation is not included here, but under the Other Costs section.
 - g) Training: The training costs associated with OFP sponsored and non-OFP sponsored training. This line item includes registration fees and materials for conferences and tuition for training.
- 3) **Space Rent/Lease:** The cost of renting or leasing office space must designate the total square feet and the cost per square foot. Under state standards, it is permissible to reimburse up to a maximum of 200 square feet of office space per FTE. Please use the following formula to calculate rent/lease costs. Total staff FTE's x 200 sq ft. x up to \$2.00 per sq. ft. x 12 months.
- a) The cost for renting classroom or meeting space (e.g., at a community or youth center) is allowable but should be prorated to the time of actual use (this expense is budgeted under the Other Costs section.)
 - b) Printing: Identify the costs of printing, duplication, and reproduction of materials used under OFP.
 - c) Equipment: Rented or leased equipment must be budgeted as an operating expense under general expenses. Lease-purchase agreements or options are prohibited and not a valid grant related expense.

Equipment Purchases: CDPH classifies purchased equipment as Major Equipment and Minor Equipment.

- **Major Equipment** is defined as a tangible or intangible item with a base unit cost of \$5,000 or more and a life expectancy of one (1) year or more that is purchased or reimbursed with agreement funds. Major equipment is budgeted under Operating Expenditures category as an individual line item.
- **Minor Equipment** is defined as a tangible item with a base unit cost of less than \$5,000, has a life expectancy of one (1) year or more, is on CDPH Tagging Assets List (see **Appendix 21**), and is purchased or reimbursed with state funds. Examples of equipment under \$5,000 include computers, printers, etc. Minor equipment is budgeted under Operating Expenditures category in a Minor equipment detail line item.

State rules and definitions for reimbursement of equipment cost.

- i. All equipment purchased in whole or in part with state grant funds is the property of the State.
- ii. Grant funds may not be used to reimburse the applicant for equipment purchased prior to the grant agreement.
- iii. Lease-purchase agreements or options are prohibited and not a valid grant related expense.
- iv. Equipment cannot be purchased without prior OFP approval.
- v. Applicants may use their own purchasing system to obtain major equipment up to an annual limit of \$50,000. Unlimited purchase delegations exist for California State colleges, public universities, and other governmental entities.
- vi. All computers purchased with OFP funds must meet or exceed the following standards established by the CDPH. We strongly encourage Grantees to upgrade existing systems to meet or exceed these standards.
- vii. The California Government Code Section 14613.7 requires Grantees to report immediately to the California Highway Patrol (CHP) that a crime has occurred on state-owned or state-leased property or involves the loss/theft of state property even if when reported local law enforcement agency and/or the CHP did not respond and take a report.
- viii. Grantee must notify OFP Contract Manager immediately regarding any crime that involves state property.
- ix. Grantee is responsible for the replacement of all lost or stolen property purchased with state funds of no less than equal value.

4) **Audit Costs:** The cost of the mandatory financial audit by an independent auditor at the end of each fiscal year must be included in the budget. Not more than \$3,000 can be allocated for this line item.

5) **Software:** Software must be necessary and used toward fulfilling the terms of the contract. Examples of software include: Software license fees, software upgrades, etc.

- i. Grantee must possess current technology to allow for easy flow of communication between the Grantee and OFP such as sending e-mails with large attachments. Grantee must have the ability to access, print and download website information such as files from the OFP website.
- ii. All software purchased with OFP funds must meet or exceed the state standards established by CDPH. See **Appendix 16** for Software and Hardware Requirements.

If applicable, enter \$0 if no operating expenses will be incurred. However, an explanation must be included that describes how the operating needs of the program will be met.

Computers must be dedicated to the staff person(s) responsible for progress reports, data entry, and other program requirements.

d. Subcontractors (Third Line Item)

- 1) **Subcontract Expenses.** Subcontractor/independent consultant use and fees/rates and costs. **This requirement only applies if subcontractor (including independent consultant) costs are budgeted.** Subcontract and consultant agreements are included in this line item. See **Appendix 22** for Consultant/Subcontractor Guidelines.

- 2) Identify, by listing the intervention number, how funding allocated for each subcontractor directly supports the goals, objectives and activities specified in the Workplan. The **total cost only** is entered on this line.
- 3) Applicants are to prepare their proposed subcontractor budgets (**Attachment 24b**) based upon the following instructions: create one Subcontractor budget for each Subcontractor. Grantees may need to revise the subcontractor budgets annually to reflect current estimated expenditures.

Discuss the necessity of using each subcontractor and/or independent consultant and explain why the agency is unable to provide the services being acquired. Explain what contributions their services and expertise will add to this Program.

Provide a justification for the fees/wages budgeted for known/pre-identified subcontractors (including independent consultants). Include information, such as, but not limited to, the subcontractor's or consultant's current pay rate, past wage/salary/fee history, standard industry rates paid for comparable/similar services. Identify the amount of time in hours or FTE that the funding supports for each subcontract. If applicable, explain other factors you used to determine the proposed pay levels such as notoriety in a specific field, possession of expert credentials, etc. that explain the reasonableness of the proposed costs/fees or wage rates. Identify the primary responsibilities for the subcontractor.

Project the cost for each activity/function to be out sourced.

The Grantee must maintain records reflecting actual expenditures for each state fiscal year covered by the term of this agreement.

If applicable, enter \$0 if no subcontract expenses will be incurred.

e. Other Costs (Fourth Line Item)

Other costs explanation. **These are costs that are associated with project participants.**

Itemize each additional expense line item making up the "Other Costs" and explain why each expense line item is necessary. Also, explain how you determined the amount of each expense. If you offered any services or deliverables on a fixed price or lump sum or fixed-price basis, please explain how you determined the price or cost.

- 1) Indicate here any direct program expenses that do not clearly fit into the other budget line items. Such costs may include, but are not limited to, costs for educational material development or other items unique to outreach and program development.
- 2) If any service, product or deliverable will be provided on a fixed price or lump sum basis, name the items and/or deliverable and indicate "fixed price" or "lump sum" next to the item along with the price or fee.
- 3) If applicable, enter \$0.

Participant Training: Registration/tuition and material costs related directly to participants.

Participant Transportation: Costs related directly to transporting program clients (i.e., bus passes/tokens, bus rental).

f. Indirect Costs (Fifth Line Item)

Indirect costs include costs that accrue in the normal course of business that can only be partially attributable to performance of a grant (e.g., administrative expenses such as payroll handling, accounting/personnel expenses, liability insurance coverage, janitorial expenses, security expenses, legal representation, equipment maintenance, Executive Director's time, etc.).

- 1) These are costs that a business would accrue even if they were not performing services for the State under a grant.
- 2) Specify indirect costs as a percentage of the total personnel salary and wage costs, including fringe benefits, not to exceed 10%.
- 3) Express your indirect costs as a percentage rate.

If applicable, enter \$0.

Include, at your option, any other information that will assist OFP to understand how you determined your costs and why you believe your costs are reasonable, justified and/or competitive. Unless discussed elsewhere within this section, explain any unusually high or disproportionate cost elements appearing in any budget line item. For example if this grant is to fund a disproportionately high portion of your agency's indirect (overhead) costs, please provide a justification for the proposed allocation method.

4. Prohibited Expenses

- a. **Bonuses/Commissions.** Bonuses and commissions paid from grant funds are prohibited.
- b. **Purchase of Real Property.** Grant funds cannot be used to purchase real property.
- c. **Interest.** The cost of interest payments is not an allowable expenditure.
- d. **Lobbying.** Reimbursement is not allowed for lobbying activities.
- e. **Lease-Purchase Options.** It is prohibited to use grant funds to enter into a lease-purchase contract for the purchase of equipment or any other personal property, or for the purchase of real property.
- f. **Disallowed Activities.** For additional information see Section III.H on page 35 of the RFA.

5. Budget Related Submission Documents

- a. Subcontractor Summary (**Attachment 17**)
- b. CCG Budget Template, Year 1 (**Attachment 24a**)
- c. CCG Subcontractor Budget Template, Year 1 (**Attachment 24b**)

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

DEPT: HEALTH SERVICES AGENCY

BOARD AGENDA# *B-6

Urgent _____ Routine X

AGENDA DATE November 30, 2004

CEO Concurs with Recommendation YES ph NO _____
(Information Attached)

4/5 Vote Required YES _____ NO ✓

SUBJECT: APPROVAL FOR THE HEALTH SERVICES AGENCY TO APPLY FOR FUNDING THROUGH A REQUEST FOR APPLICATION PROCESS FROM THE CALIFORNIA DEPARTMENT OF HEALTH SERVICES, OFFICE OF FAMILY PLANNING COMMUNITY CHALLENGE GRANT PROGRAM (CSG) FOR PREGNANCY PREVENTION EDUCATIONAL SERVICES IN STANISLAUS COUNTY

STAFF RECOMMENDATIONS:

1. APPROVE THE HEALTH SERVICES AGENCY REQUEST TO APPLY FOR FUNDING THROUGH A REQUEST FOR APPLICATION PROCESS FROM THE CALIFORNIA DEPARTMENT OF HEALTH SERVICES, OFFICE OF FAMILY PLANNING COMMUNITY CHALLENGE GRANT PROGRAM (CSG) FOR PREGNANCY PREVENTION EDUCATIONAL SERVICES IN STANISLAUS COUNTY.
2. AUTHORIZE THE HEALTH SERVICES AGENCY MANAGING DIRECTOR, OR HER DESIGNEE, TO SIGN THE APPLICATION AND CONTRACT, IF AWARDED.

FISCAL IMPACT:

If the Health Services Agency is a successful applicant, grant funds will be awarded from July 1, 2005 through June 30, 2010. The State will make awards between \$100,000 and \$250,000 per fiscal year. Award amounts will remain fixed for the entire period. The Health Services Agency intends to apply for \$250,000.

BOARD ACTION AS FOLLOWS:

No. 2004-900

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

Ayes: Supervisors: Paul, Mayfield, Grover, Simon, and Chairman Caruso

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
CHRISTINE FERRARO TALLMAN, Clerk

APPROVAL FOR THE HEALTH SERVICES AGENCY TO APPLY FOR FUNDING THROUGH A REQUEST FOR APPLICATION PROCESS FROM THE CALIFORNIA DEPARTMENT OF HEALTH SERVICES, OFFICE OF FAMILY PLANNING COMMUNITY CHALLENGE GRANT PROGRAM (CSG) FOR PREGNANCY PREVENTION EDUCATIONAL SERVICES IN STANISLAUS COUNTY

PAGE 2

DISCUSSION:

The goal of the application request for an award from the Community Challenge Grant (CCG) Program is to fund programs which will decrease teen and unintended pregnancies by providing educational programs with an emphasis on primary preventions that enhances knowledge, attitudes and skills of males and females of childbearing age to make responsible decisions relevant to their sexual and reproductive health

The Health Services Agency's CCG Program for Fiscal Years 2005 –2010 will propose to concentrate its efforts on high risk youth in and out of school, between the ages of 12-17, as well as mainstream youth in the school setting. The primary objective is to have a sphere of influence in reducing teen pregnancies, repeat pregnancies, sexually transmitted infections, and supporting students who have chose to abstain from sexual activities.

The proposed programs will be delivered to students from elementary, junior high and high schools in Stanislaus County, as well as Juvenile, Probation and Alternative Schools.

POLICY ISSUES: The Board's approval of the Health Services Agency's application for the CCG Program will potentially enable approximately 8,000 youth in Stanislaus County to receive pregnancy prevention educational services and supports the Board's priority of providing a safe, health community.

STAFFING IMPACT: There is no staffing impact associated with this request. If awarded, program activities will be performed by existing staff.

**NOTICE OF INTENT TO APPLY
FOR
Community Challenge Grant Program FUNDS**

To: Martha Torres- Montoya, M.S.P.H., Chief
Department of Health Services
Office of Family Planning (OFP)
615 Capitol Ave., 4th Floor, Room 435
Sacramento, CA 95814
FAX : (916) 650-0455 or 650-0454

**Due Date: November 12, 2004, 5 pm
(Fax, Mail or Hand Delivery)**

Mailing Address
Suite 73.430, MS-8403
P.O. Box 997413
Sacramento, CA 95899-7413

Name of Agency: Stanislaus County Health Services Agency

Name of Contact Person: Laura Tarlo

Address: 830 Scenic Drive, Building 3, Modesto, CA 95350

County: Stanislaus

Telephone: 209-558-5778

FAX: 209-558-5894

E-mail address: ltarlo@schsa.org

1. Type of Agency:

- | | |
|---|---|
| <input type="checkbox"/> City Government | <input type="checkbox"/> Faith Based Organization |
| <input checked="" type="checkbox"/> County Government | <input type="checkbox"/> Local District/Office of Education/High School |
| <input type="checkbox"/> Health Clinic | <input type="checkbox"/> Local Health Jurisdiction |
| <input type="checkbox"/> Community Based Organization | <input type="checkbox"/> Other: _____ |

2. Target Population(s) to be addressed (check all that apply):

- | | |
|--|--|
| <input checked="" type="checkbox"/> Pre-sexually Active Adolescents | <input checked="" type="checkbox"/> Parents, Families and Adult Caregivers |
| <input checked="" type="checkbox"/> Sexually Active Adolescents | <input checked="" type="checkbox"/> Pregnant and Parenting Adolescents |
| <input type="checkbox"/> Young Adults (at risk of unintended pregnancy) | |
| <input checked="" type="checkbox"/> Youth Serving Personnel (e.g. teachers, faith leaders, counselors, group leaders, coaches) | |

3. The geographic service area of the proposed project:

County(s): Stanislaus County Health Services Agency

Our Agency intends to respond to the Community Challenge Grant RFA. We understand that the information provided in the Notice of Intent to Apply is non-binding and is tentative and may change in the final application. The primary purpose of the Notice of Intent to Apply is to assist the Department in estimating the likely number of applicants.

Signature of Authorizing Agency Official

Date

I. INTRODUCTION

A. Purpose

The California Department of Health Services (DHS) and the Community Challenge Grant Program (CCG) announces the availability of approximately \$18.2 million per year in grant funds for the Community Challenge Grant Program. Funds are available for a 60-month period beginning July 1, 2005 and ending June 30, 2010. These funds are contingent upon annual appropriations in the State Budget. DHS reserves the right to modify, reduce or rescind any awards if there is an elimination or reduction in the annual State Budget.

The purpose of this Request for Applications (RFA) is to solicit applications to fund prevention and health education program activities that address the problem of teen and unintended pregnancies. The primary focus of the CCG Program is to promote community-based partnerships for the development of effective strategies to prevent teenage and unwed pregnancy and fatherlessness resulting from these pregnancies. CCG intends to fund local government, and community-based, non-profit organizations in areas of high need (teen birth rate hot spots) as established by the DHS. Projects funded must be cost effective, non-duplicative of existing services, offer innovative and culturally appropriate strategies, and use effective teen pregnancy prevention curricula.

The complete RFA and RFA forms can be downloaded from the OFP Website <http://www.ofp.dhs.ca.gov/OFP%20main/RFA.htm>

B. Background

In addition to its richness and diversity, the State has realized a 44% decrease in its rate of births to 15-19 year olds between 1991 and 2002. This decline was the largest of any state, compared with an average 30 percent decrease nationally. In 2000, California's teen birth rate dropped below the national rate for the first time in more than 20 years.

The prevention of unintended pregnancies results in significant cost-savings to taxpayers. California's Family Planning Access Care and Treatment (Family PACT) Program provides no cost comprehensive reproductive health care and family planning services for women, men and adolescents. Provision of family planning services through Family PACT has resulted in a reduction both in unintended pregnancies and in abortions. In 2002, Family PACT data indicate that the estimated number of pregnancies averted for teens ages 15-20 years was over 45,000, the estimated number of abortions averted was over 16,000.

What is the challenge faced by California?

California's challenge is to reduce the teen birth rate sufficiently so that the actual number of teen births will continue to decline despite California's burgeoning teen population. This RFA seeks California communities to implement strategies that

GRANT AGREEMENT

HAS 1229 (Rev. 7/04)

AGREEMENT NUMBER	AMENDMENT NUMBER
05-45326	
REGISTRATION NUMBER: <u>4260070580512</u>	

11/17 9 4 2005

1. The California Department of Health Services, hereafter called the State and/or DHS hereby makes a grant award of funds to the Grantee named below:

Grantee's Name
Stanislaus County Health Services Agency

2. Grant term
 From July 01, 2005 through June 30, 2010

3. Total grant amount
\$ 1,050,000

4. Grantee's Project Director

Name	Telephone number	Address, if different from Grantee's address
Cleopathia L. Moore	(209) 558-6010	

5. Grantee's Financial Officer

Name	Telephone number	Address, if different from Grantee's address
Cindy Coit	(209) 558-7115	

6. The grantee, in accepting this grant award, agrees to comply with the terms and conditions of the following exhibits which are made a part of this grant award by this reference and any applicable statutes or regulations:

Exhibit A – Scope of Work	11 pages
Exhibit A, Attachment I – Workplan Format/Instructions	1 page
Exhibit A, Attachment II –Completed Workplan-Sample	1 page
Exhibit B – Budget Detail and Payment Provisions	7 pages
Exhibit B, Attachment I – Budget (Year 1)	1 page
Exhibit B, Attachment II – Budget (Year 2)	1 page
Exhibit B, Attachment III – Budget (Year 3)	1 page
Exhibit B, Attachment IV – Budget (Year 4)	1 page
Exhibit B, Attachment V – Budget (Year 5)	1 page
* Exhibit C – General Terms and Conditions	<u>GTC 304</u>
Exhibit D(F) – Special Terms and Conditions	26 pages
Exhibit E – Additional Provisions	3 pages
Exhibit F – Contractor Equipment Purchased with DHS Funds	2 page
Exhibit G – Inventory/Disposition of DHS-Funded Equipment	2 pages
See Exhibit E, Provision 1 for additional exhibits	

* View at <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>.

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

GRANTEE

Grantee's Name (If other than an individual, state if a corporation, partnership, nonprofit organization, etc.)

Stanislaus County Health Services Agency, (government entity)

Signed By (Authorized Signature)

[Signature]

Date Signed

6/8/05

Printed Name and Title of Person Signing

Margaret Szczepaniak, Managing Director

Address

830 Scenic Drive, Modesto, CA 95350

STATE OF CALIFORNIA

Agency Name

California Department of Health Services (DHS)

Signed By (Authorized Signature)

[Signature]

Date Signed

7-12-05

Printed Name and Title of Person Signing for Edward Stahlberg, Chief of Program Support Branch

Terri L. Anderson, Chief, Contracts and Purchasing Services Section

Address

1501 Capitol Avenue, Suite 71.2101, MS 1403, P.O. Box 997413, Sacramento, CA 95899-7413

BOARD OF SUPERVISORS
 2005 AUG -3 P 3:16

Exempt from DGS review per AG Opinions

Exempt from DGS review per this authority:

Agreement Number 05-45326	Amendment Number A01
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REGISTRATION NUMBER:

- This amendment is entered into between California Department of Public Health, also referred to as the State or CDPH and the Grantee named below:
 Grantee's Name (Also referred to as Grantee)
 Stanislaus County Health Services Agency
- Grant term
 From 07/01/05 through 06/30/10
- Total grant amount
 \$ 1,050,000
- Amendment effective date: 07/01/09 unless otherwise specified.
- The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Grant Agreement and incorporated herein. All other terms and conditions not specifically revised by this amendment shall remain the same.

- Purpose of amendment:** This amendment reflects excess line item shifts in Budget Year 5. Including the addition of Departmental Organization and AB629 language.
- Certain changes made in this amendment are shown as: Text additions are displayed in **bold and underline**. Text deletions are displayed as strike through text (i.e., ~~Strike~~).
- Paragraph 6 (incorporated exhibits) on the face of the original HAS 1229 is amended to add the following revised exhibits:

Exhibit B, Attachment V A1- Budget (Year 5) 1 page
Exhibit E A1 - Additional Provisions 3 pages
See Exhibit E A1, Provision 1 for additional exhibits

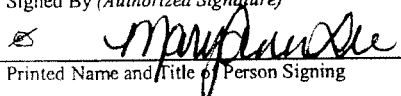
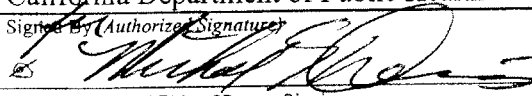
All references to Exhibit B, Attachment V in this agreement and any exhibits hereto shall hereinafter be deemed to read Exhibit B, Attachment V A1. Exhibit B is hereby replaced in its entirety by the attached revised exhibit.

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

(Continued on next page)

Continued on 2 additional pages.

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

GRANTEE		<input checked="" type="checkbox"/> Exempt from DGS review per AG Opinions <input type="checkbox"/> Exempt from DGS review per this authority:
Grantee's Name (If other than an individual, state if a corporation, partnership, nonprofit organization, etc.) Stanislaus County Health Services Agency		
Signed By (Authorized Signature) 	Date Signed 9/29/09	
Printed Name and Title of Person Signing Ms. Mary Ann Lee, Managing Director		
Address 830 Scenic Drive, Modesto, California 95350		
STATE OF CALIFORNIA		
Agency Name California Department of Public Health		
Signed By (Authorized Signature) 	Date Signed 10/21/09	
Printed Name and Title of Person Signing Sandra Winters, Chief, Contracts and Purchasing Services Section		
Address 1501 Capitol Avenue, Suite 71.5178, MS 1802, P.O. Box 997377, Sacramento, CA 95899-7377		

IV. Provision 4 (Project Representatives) of Exhibit A – Scope of Work is amended to read as shown below effective July 1, 2009.

4. Project Representatives

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

<p>Department of Health Services <u>California Department of Public Health</u> Martha Torres Montoya, Chief Teen Pregnancy Prevention Section Telephone: (916) 650-0451 Fax: (916) 650-0455 E-mail: mtorresm@dhs.ca.gov</p> <p><u>Tina Nagy, Program Consultant</u> Telephone: (916) 650-0464 Fax: (916) 650-0455 E-mail: tnagy@dhs.ca.gov</p> <p><u>Eileen Harvey, Program Consultant</u> Telephone: (916) 650-0466 E-mail: Eileen.Harvey@cdph.ca.gov</p> <p><u>Peggy Ogness, Contract Manager</u> Telephone: (916) 650-6795 Fax: (916) 650-0309 E-mail: pogness@dhs.ca.gov</p> <p><u>California Department of Public Health</u> <u>Office of Family Planning</u> <u>Attention: Fiona Wan</u> Telephone: (916) 650-0370 Fax: (916) 650-0309 E-mail: Fiona.Wan@cdph.ca.gov</p> <p>Nancy Berglas, Evaluation Liaison Telephone: (415) 502-4052 Fax: (916) 650-0455 E-mail: Berglas@itsa.ucsf.edu</p>	<p>Grantee Cleopathia L. Moore, Maternal and Child Health Director <u>Mary Ann Lee, Managing Director</u> Stanislaus County Health Services Agency Telephone: (209) 558-6040 (209) 558-7163 Fax: (209) 558-7320 (209) 558-8320 E-mail: emoore@schsa.org mlee@schsa.org</p>
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B. Direct all inquiries to:

<p>Department of Health Services Office of Family Planning Attention: Martha Torres Montoya, Chief Teen Pregnancy Prevention Section MS 8400 1615 Capitol Avenue, Room 73.430 P.O. Box 997413 Sacramento, CA, 95899-7413</p> <p>Telephone: (916) 650-0451 Fax: (916) 650-0451 E-mail: Mtorresm@dhs.ca.gov</p> <p><u>California Department of Public Health</u> <u>Office of Family Planning</u> <u>OFP Allocation and Grant Funding</u> <u>Attention: Fiona Wan</u> <u>1615 Capitol Avenue, Suite 73.560</u> <u>MS 8035, P.O. Box 997420</u> <u>Sacramento, CA 95899-7420</u></p> <p><u>Telephone: (916) 650-0370</u> <u>Fax: (916) 650-0309</u> <u>E-mail: Fiona.Wan@cdph.ca.gov</u></p>	<p>Grantee Stanislaus County Health Services Agency Attention: Cleopathia L. Moore, Maternal and Child Health Director <u>Mary Ann Lee, Managing Director</u> 830 Scenic Drive Modesto, CA 95350</p> <p>Telephone: (209) 558-6010 <u>(209) 558-7163</u> Fax: (209) 558-7320 <u>(209) 558-8320</u> E-mail: emoore@schsa.org <u>mlee@schsa.org</u></p>
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C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement.

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

Exhibit B, Attachment V A1

Budget

(Year 5)

(7/01/09 through 6/30/10)

Line Item	Original Budget	This Amendment	Amended Total
Personnel (Includes Fringe Benefits)	\$ 147,757	\$ 30,767	\$ 178,524
Operating Expenses	\$ 9,609	\$ (6,436)	\$ 3,173
Subcontracts	\$ 30,035	\$ (16,035)	\$ 14,000
Other Costs	\$ 7,823	\$ (7,623)	\$ 200
Indirect Costs	\$ 14,776	\$ (673)	\$ 14,103
Total	\$ 210,000	\$ -	\$ 210,000

Exhibit E A1
Additional Provisions

1. Additional Incorporated Exhibits

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

1) Exhibit E, Attachment I	AB629 Compliance Form	3 pages
2) 4) Exhibit H	Contractor's Release	1 page
3) 2) Exhibit I	Travel Reimbursement Information	2 pages

B. The following documents and any subsequent updates are not attached, but are incorporated herein and made a part hereof by this reference. These documents may be updated periodically by DHS **CDPH**, as required by program directives. DHS **CDPH** shall provide the Grantee with copies of said documents and any periodic updates thereto, under separate cover. DHS **CDPH** will maintain on file, all documents referenced herein and any subsequent updates.

- 1) Workplan for each fiscal year.
- 2) Community Challenge Grant Program Policy Letters.
- 3) Funding Application and all exhibits/attachments submitted in response to the Request for Application, issued October 2004.
- 4) Payment – Invoice Requests/e-mail for instructions regarding general payments of initial allotment, quarterly invoices, supplemental invoices, and final fiscal year invoices.
- 5) Community Match Record Form.
- 6) Agency Information Form.
- 7) CCG Program Handbook.
- 8) Project Evaluation Summary Sheet.
- 9) School Agreement Form.

2. Grant Amendments

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

3. Cancellation / Termination

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

Exhibit E A1
Additional Provisions

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

4. Avoidance of Conflicts of Interest by Grantee

- A. **DHS CDPH** intends to avoid any real or apparent conflict of interest on the part of the Grantee, subgrantees, or employees, officers and directors of the Grantee or subgrantees. Thus, **DHS CDPH** reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from the source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Grantee to submit additional information or a plan for resolving the conflict, subject to **DHS CDPH** review and prior approval.
- B. Conflicts of interest include, but are not limited to:
 - 1) An instance where the Grantee or any of its subgrantees, or any employee, officer, or director of the Grantee or any subgrantee has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the grant agreement would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the grant.
 - 2) An instance where the Grantee's or any subgrantee's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business, or other ties.
- C. If **DHS CDPH** is or becomes aware of a known or suspected conflict of interest, the Grantee will be given an opportunity to submit additional information or to resolve the conflict. A Grantee with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by **DHS CDPH** to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by **DHS CDPH** and cannot be resolved to the satisfaction of **DHS CDPH**, the conflict will be grounds for terminating the contract. **DHS CDPH** may, at its discretion upon receipt of a written request from the Grantee, authorize an extension of the timeline indicated herein.

5. Insurance Requirements (Governmental grantees)

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

6. Freeze Exemptions

(Applicable only to local governmental agencies)

- A. Grantee agrees that any hiring freeze adopted during the term of this grant agreement shall not be applied to the positions funded, in whole or part, by this grant agreement.

Exhibit E A1
Additional Provisions

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

7. Departmental Reorganization

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

8. The Sexual Health Education Accountability Act

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

**Exhibit E Attachment I
AB629 Compliance Form**

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

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

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

Signed

Stanislaus County Health Services Agency
Grantee Name

05-45326
Grant Number


Signature of Agency Officer

9/29/09
Date

Mary Ann Lee
Printed Name of Officer

Managing Director
Title of Agency Officer

**Exhibit E Attachment I
AB629 Compliance Form**

CALIFORNIA CODES
HEALTH AND SAFETY CODE
SECTION 151000-151003

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

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

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

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

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

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

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

**Exhibit E Attachment I
AB629 Compliance Form**

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

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

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

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

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

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

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

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

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

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

GRANT AGREEMENT

HAS 1229 (Rev. 7/04)

AGR 05-45326	AMENDMENT NUMBER
REGISTRATION NUMBER: <u>U260070586</u>	

1. The California Department of Health Services, hereafter called the State and/or DHS hereby makes a grant award of funds to the Grantee named below:
 Grantee's Name
Stanislaus County Health Services Agency

2. Grant term
 From July 01, 2005 through June 30, 2010

3. Total grant amount
\$ 1,050,000

4. Grantee's Project Director
 Name: **Cleopathia L. Moore** Telephone number: **(209) 558-6010** Address, if different from Grantee's address:

5. Grantee's Financial Officer
 Name: **Cindy Coit** Telephone number: **(209) 558-7115** Address, if different from Grantee's address:

6. The grantee, in accepting this grant award, agrees to comply with the terms and conditions of the following exhibits which are made a part of this grant award by this reference and any applicable statutes or regulations:

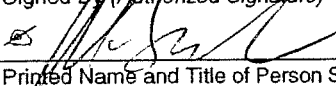
Exhibit A – Scope of Work	11 pages
Exhibit A, Attachment I – Workplan Format/Instructions	1 page
Exhibit A, Attachment II – Completed Workplan-Sample	1 page
Exhibit B – Budget Detail and Payment Provisions	7 pages
Exhibit B, Attachment I – Budget (Year 1)	1 page
Exhibit B, Attachment II – Budget (Year 2)	1 page
Exhibit B, Attachment III – Budget (Year 3)	1 page
Exhibit B, Attachment IV – Budget (Year 4)	1 page
Exhibit B, Attachment V – Budget (Year 5)	1 page
* Exhibit C – General Terms and Conditions	<u>GTC 304</u>
Exhibit D(F) – Special Terms and Conditions	26 pages
Exhibit E – Additional Provisions	3 pages
Exhibit F – Contractor Equipment Purchased with DHS Funds	2 page
Exhibit G – Inventory/Disposition of DHS-Funded Equipment	2 pages
See Exhibit E, Provision 1 for additional exhibits	

* View at <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>.

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

GRANTEE

Grantee's Name (If other than an individual, state if a corporation, partnership, nonprofit organization, etc.)
Stanislaus County Health Services Agency, (government entity)


Signed By (Authorized Signature) _____ Date Signed 6/1/05


Printed Name and Title of Person Signing
Margaret Szczepaniak, Managing Director

Address
830 Scenic Drive, Modesto, CA 95350

STATE OF CALIFORNIA

Agency Name
California Department of Health Services (DHS)

Signed By (Authorized Signature) _____ Date Signed 7-12-05


Printed Name and Title of Person Signing for Edward Stahlberg, Chief of Program Support Branch
Terri L. Anderson, Chief, Contracts and Purchasing Services Section

Address
1501 Capitol Avenue, Suite 71.2101, MS 1403, P.O. Box 997413, Sacramento, CA 95899-7413

Exempt from DGS review per AG Opinions

Exempt from DGS review per this authority:

Exhibit A
Scope of Work

1. Service Overview

Grantee agrees to provide to the Department of Health Services (DHS) the services described herein.

This grant is part of a statewide family planning program established to provide prevention and health education program activities through the Community Challenge Grant (CCG) Program. Section 18993 of the Welfare and Institutions Code requires the DHS to create the CCG Program to provide community challenge grants to reduce the number of teenage and unwed pregnancies.

2. Service Location

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

3. Service Hours

The services shall be provided during normal Grantee working hours, including but not limited to, Monday through Friday, evenings, and weekends.

4. Project Representatives

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

Department of Health Services	Grantee
<p>Martha Torres-Montoya, Chief Teen Pregnancy Prevention Section Telephone: (916) 650-0451 Fax: (916) 650-0455 E-mail: mtorresm@dhs.ca.gov</p> <p>Tina Nagy, Program Consultant Telephone: (916) 650-0464 Fax: (916) 650-0455 E-mail: tnagy@dhs.ca.gov</p> <p>Peggy Ogness, Contract Manager Telephone: (916) 650-6795 Fax: (916) 650-0309 E-mail: pogness@dhs.ca.gov</p> <p>Nancy Berglas, Evaluation Liaison Telephone: (415) 502-4052 Fax: (916) 650-0455 E-mail: Berglas@itsa.ucsf.edu</p>	<p>Cleopathia L. Moore, Maternal and Child Health Director Stanislaus County Health Services Agency Telephone: (209) 558-6010 Fax: (209) 558-8008 E-mail: cmoore@schsa.org</p>

Exhibit A
Scope of Work

B. Direct all inquiries to:

Department of Health Services	Grantee
Office of Family Planning Attention: Martha Torres-Montoya, Chief Teen Pregnancy Prevention Section MS 8400 1615 Capitol Avenue, Room 73.430 P.O. Box 997413 Sacramento, CA, 95899-7413 Telephone: (916) 650-0451 Fax: (916) 650-0455 E-mail: Mtorresm@dhs.ca.gov	Stanislaus County Health Services Agency Attention: Cleopathia L. Moore, Maternal and Child Health Director 830 Scenic Drive Modesto, CA 95350 Telephone: (209) 558-6010 Fax: (209) 558-8008 E-mail: cmoore@schsa.org

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

5. Services to be Performed

A. Goals

The specific purpose of the CCG Program is to fund communities to implement single and multi-dimensional prevention strategies that are locally developed and that address the following goals:

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

B. Project Components

The CCG Grantee is required to incorporate the following principles of youth development into both required and chosen Project Strategies (Paragraph C.) and provide teen pregnancy prevention information/education into all Workplan objectives and activities.

Exhibit A
Scope of Work

1) Characteristics

Some of the characteristics identified as important to youth development and found in some currently funded DHS teen pregnancy prevention programs are:

- a. Staff who genuinely care about youth and relate well to them.
- b. Projects that are comprehensive and intensive with an age appropriate sexuality education and life skills component.
- c. Projects that target a wide range of behaviors that focus on youth assets as well as risks.
- d. Projects that involve the participants families.
- e. Projects that are long term.
- f. Activities that are offered at convenient times.
- g. Projects that recognize the values of youth.

2) Incorporating Youth Development Principles into a Strategy

All strategies must include the following three (3) elements:

- a. A specific opportunity(ies) for fostering the sense of competence, usefulness, belonging and/or ability;
- b. Skill instruction to practice a specific competency or ability, or promote a positive sense of self; and
- c. Core support from trained adults, role models or peers in order to maintain that competency for a specific period of time.

3) Principles of Project Design

Effective educational and prevention programs are generally multi-dimensional and reflect both the diversity and complexity of the problems, priorities and values of the community. The Grantee is expected to follow the six (6) following principles in the design of the interventions and strategies:

- a. Interventions and strategies should provide relevant and accurate information to the target populations(s).
- b. Interventions should effectively address the unique learning needs of the target population(s) including, but not limited to, specifying the behavioral goals, teaching methods and materials that are age appropriate, and address values, life experiences, literacy levels, language, and culture of participants.
- c. Activities should motivate and personalize prevention and educational information to help target population(s) apply and incorporate the information to their daily life.

Exhibit A
Scope of Work

- d. Activities should reinforce knowledge and positive attitudes about sexuality, pregnancy prevention, and/or parenting that are appropriate to the target population(s).
- e. Activities should teach and model behaviors that lead to prevention of teen and unwed pregnancies and fatherlessness.
- f. Activities should focus on changing personal behaviors and/or existing community attitudes and norms in order to reduce teenage and unwed pregnancies and fatherlessness.

C. Project Strategies

The Grantee needs to use a wide variety of strategies that focus on changing the many sexual and non-sexual teen pregnancy and absentee fatherhood antecedents. The Grantee should identify types of strategies that incorporate youth development principles and are designed to decrease teen pregnancy and increase male involvement using the following strategies and sub-strategies (numbers 1-13). The Grantee must select a required Prevention Education strategy as well as the required number of additional strategies as indicated in the table below.

1) Prevention Education (Required for All Projects)

The following table identifies the required minimum number of strategies per funding level for Funding Level I; \$100,000-\$150,000, and Funding Level II; \$175,000-\$200,000:

Prevention Education Requirements and Minimum Number of Strategies Per Funding Level	
Funding Level I: \$100,000 - \$150,000	
Project must implement a minimum of four (4) strategies:	
Option 1A. Comprehensive Sexuality Education	<ul style="list-style-type: none"> a. Strategy 1A – Comprehensive Sexuality Education b. Strategy 8 – Clinical Service Linkage (Required) c. Two (2) – Additional Strategies (selected by Grantee)
Option 1B. Abstinence-focused Education	<ul style="list-style-type: none"> a. Strategy 1B – Abstinence Focused Education b. Strategy 8 – Clinical Service Linkage (Optional) c. Three (3) – Additional strategies (selected by Grantee)
Funding Level II: \$175,000 - \$200,000	
Project must implement a minimum of six (6) strategies:	
Option 1A. Comprehensive Sexuality Education	<ul style="list-style-type: none"> a. Strategy 1A – Comprehensive Sexuality Education b. Strategy 8 – Clinical Service Linkage (Required) c. Four (4) – Additional Strategies (selected by Grantee)
Option 1B. Abstinence-focused Education	<ul style="list-style-type: none"> a. Strategy 1B – Abstinence Focused Education b. Strategy 8 – Clinical Service Linkage (Optional) c. Five (5) – Additional strategies (selected by Grantee)

Exhibit A
Scope of Work

- 2) Information presentations
 - 3) Education and support of significant adults, parents, and other caregivers of adolescents
 - 4) Education and support for teen mothers and fathers
 - 5) Male Involvement
 - 6) Service Learning
 - 7) Peer Provided Services
 - 8) Clinical Service Linkage
 - 9) Train the Trainer
 - 10) Mentoring:
 - a. Formal Adult to Youth Mentoring (Formal)
 - b. Adult to Youth Partnership/Role Modeling (Informal)
 - c. Team Mentoring (Informal)
 - d. Group Mentoring (Informal)
 - e. Cross-Age Mentoring (Informal)
 - 11) Community Awareness and Mobilization:
 - a. Community Event
 - b. Advocacy Presentations
 - c. Media
 - 12) Life Skills
 - 13) Youth Leadership Development
- D. Workplan
- 1) The Grantee shall submit a Workplan within thirty (30) days of the grant's effective date. Grantee shall use the format and follow the Workplan instructions appearing in Exhibit A, Attachment I, entitled, "Workplan Format/Instructions". Grantee shall view Exhibit A, Attachment II, entitled, "Completed Workplan-Sample" for a Workplan example. The Workplan, although not attached, is incorporated into this agreement by reference.

Exhibit A
Scope of Work

2) Administrative Objectives

- a. Complete and submit Progress Reports by due date as shown in Provision 10 of this exhibit (original and one copy to Contract Manager (CM), and one copy to Evaluation Liaison (EL).
- b. Revise and submit Progress Reports as directed by Program Consultant (PC) (revisions will only be required for Progress Reports that are incomplete or unsatisfactory).
- c. Per CCG Payment Schedule, Exhibit B, Provision 1.E., submit timely and complete Payment – Invoice Requests to the Contract Manager (CM).
- d. Complete and submit evaluation requirements:
 - i. Finalized Project Evaluation Summary Sheet (PESS) form to PC and EL.
 - ii. Required Continuous Program Improvement (CPI) tool and feedback (satisfaction survey must be pre-approved by PC and EL).
 - iii. Required State surveys as specified in PESS Form.
 - iv. Local outcome evaluation tools by September 30, 20XX, for approval.
- e. Submit completed School Agreement Forms, duty statement, and resumes for all CCG staff by September 30, 20XX.
- f. Submit all subcontractor agreements for \$5,000 or more for review/approval by OFP. Additionally, OPF reserves the right to request subcontractor budgets for less than \$5,000 upon written notification.
- g. Collect 20 percent of total grant in in-kind community match funds (non-governmental) and document on Community Match Record Form in Progress Reports.
- h. Attend all OFP required/sponsored meetings and workshops by Project Director (PD) (or designee).
- i. Attend all Regional Collaborative Meetings by PD (or designee).
- j. Maintain regular communication with PC and EL as follows:
 - i. Maintain a reliable e-mail address; regularly check e-mail and voice mail; return phone calls on a timely basis.
 - ii. Immediately report to PC any barriers or challenges to implementing and/or administering the CCG grant, Workplan, or evaluation requirements.
 - iii. Inform PC of any staff changes or changes to contact information (submit revised Agency Information Form with changes highlighted).
 - iv. Inform PC of vacation schedules for key staff and identify staff member who will function as key contact person during vacations or prolonged leave of absence.

Exhibit A
Scope of Work

- v. Submit prospective program activity calendars to PC on a monthly or quarterly basis.
- k. Maintain documentation of all CCG related fiscal transactions and Workplan activities.
- l. Submit no more than two (2) budget revisions per fiscal year with a detailed justification for each field.
- m. Regularly review and adhere to CCG Program Policy Letters and Program Handbook.
- n. Organize and support a Community Collaborative using either an informal structure or a formal structure. Refer to the tables below to determine which collaborative structure to adhere to:
 - i. Informal Collaborative

The Grantee for the Informal Collaborative is responsible for the overall implementation and management of the funded project. The Grantee will be held accountable for compliance with all grant requirements and will be responsible for ensuring that the project is delivered on time and within budget.

Informal Collaborative	
Characteristics:	Requirements:
Supports joint decision-making on proposed strategies and activities with individual collaborative members.	Identification of a staff member who will have oversight responsibilities for the Informal Collaborative.
Conducts meetings with collaborators on an as needed basis.	Meeting agendas/summaries submitted in Progress Reports.
Uses Letters of Commitment with collaborators.	List collaborators with a description of their roll in the Project Collaborative Roster.
May have a limited number or no formal subcontractors.	Subcontract Agreements must comply with OFP policies.
Collaborates with Adolescent Family Life Program (AFLP), Adolescent Sibling Pregnancy Prevention Program (ASPPP), and Family PACT Providers.	Lists AFLP, ASPPP, and Family PACT Providers on Project Collaborative Roster.
Uses School Agreement Forms from school sites where project strategies are conducted, if applicable.	Completes School Agreement Forms.

ii. Formal Collaborative

Formal Collaboratives are formal partnerships that function under contractual agreements between Grantees and its collaborating agencies/subcontractors to provide specific services outlined in the proposed Workplan. These formal agreements must specify the responsibilities for implementation of project strategies and provide a detailed subcontractor budget for the expenditure of funds, if applicable. These contractual services do not necessarily require a payment of funds since service or resources to be provided may be used to meet the match requirements.

Exhibit A
Scope of Work

Formal Collaborative	
Characteristics:	Requirements:
Supports joint decision-making with its collaborators for most or all of the Grantees Workplan.	A minimum of 15-20 hours per month of paid staff time must be designated to support the activities of the formal collaborative and must be reflected in the duty statements and Grantee's budget.
Develops a Mission Statement (or Vision Statement) and Operating Principles (or By-Laws) for the Collaborative.	Copies of the Mission Statement and Operating Principles submitted to OFP within 90 days from the start of the grant period.
Conducts regular meetings with the collaborators.	Collaborative meeting minutes and agendas submitted in progress reports.
Uses formal agreements with collaborators (e.g. MOUs, subcontractor and consultants agreements, and/or formal letters of commitment.	List collaborators with a description of their role in the Project Collaborative Roster.
Uses two (2) or more subcontractors to support one or more Workplan interventions through formal agreements.	Subcontract Agreements must be approved by OFP and comply with all policies.
Collaborates with AFLP, ASPPP, and Family PACT Providers.	Lists AFLP, ASPPP, and Family PACT Providers on Project Collaborative Roster.
Uses School Agreement Forms from school sites where the project strategies are conducted, if applicable.	Completes School Agreement Forms.

6. Allowable Informal Scope of Work Changes

- A. The Grantee or the State may propose informal changes or revisions to the activities, tasks, deliverables, and/or performance time frames specified in the Scope of Work 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 Grantee'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 State.
- E. In implementing this provision, the State may provide a format for the Grantee's use to request informal SOW changes. If no format is provided by the State, the Grantee may devise its own format for this purpose.

7. Formal Budget Adjustment

If at any time the Grantee is unable to comply with the terms or conditions of the Grant Agreement, DHS may adjust the funding as necessary through the State's official agreement amendment process.

Exhibit A
Scope of Work

8. Additional Requirements

- A. Staffing Patterns – Establish staffing patterns, which must reflect, to the maximum extent possible, the cultural, linguistic, ethnic, and other social characteristics of the service population.
- B. Evaluation – Grantee must participate in statewide efforts sponsored by OFP in the TPP Statewide Process Evaluation, Statewide Outcome Evaluation, and the Continuous Program Improvement Evaluation. Grantee shall provide periodic data regarding clients, services, and outcomes, in a form, manner, and frequency required by the State or its designee. As part of the evaluation efforts, Grantee shall maintain the confidentiality of the adolescents, adults, and families serviced by the Grantee.
- C. Linkage to Clinical Services – Grantee accepting funding through Option 1A as addressed in Provision 5, Paragraph C.1) of this exhibit, must participate and implement a plan to link program participants to clinical services including TPP programs that support the CCG goals.
- D. Trainings, Conference Calls, and Meetings – Participate in OFP trainings/calls/meetings as required.
- E. Communication – CCG Program staff must have computer capability to communicate via electronic mail capabilities (e-mail) with the OFP training and technical assistance contractors and the evaluation contractors. All computers and software must meet or exceed the standards established by the Department of Health Services and we strongly encourage Grantees to upgrade existing software to meet or exceed these standards. In the event technical requirements may change, the Grantee will be responsible for subsequent technology upgrades to keep pace with State requirements. Grantee will be notified at a later date by program policy letter/email regarding minimum computer hardware and software requirements and standards as determined by OFP.

9. Subcontractor Requirements

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

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

10. Reports and Other Performance Requirements

- A. The Grantee shall submit reports and other performance requirements to the address specified in Provision 4.A. (electronically) or 4.B. (physical address) of this exhibit in a form and manner specified by the State in accordance with the following schedule:

1) Update Reports

The Grantee shall electronically submit two (2) Update Reports bi-annually each fiscal year to the Program Consultant (PC), Contract Manager (CM), and Evaluation Liaison (EL). The Update Reports provide Grantees an opportunity to brief the State on the Grantees progress and to request technical assistance, as needed.

Exhibit A
Scope of Work

- a. The first Update Report is due annually on November 1, 20XX, for the period beginning July 1 and ending September 30 for each fiscal year.
- b. The second Update Report is due annually on May 1, 20XX, for the period beginning January 1 and ending March 31 for each fiscal year.

2) Mid-Year and Final Progress Reports

The Grantee shall submit an original and one copy of the Mid-year and Final Progress Report for each fiscal year that summarizes all accomplishments during each report period to the Contract Manager. Additionally, the Mid-year and Final Progress Report shall be submitted electronically to the Evaluation Liaison. The Mid-Year Report period covers the first six months (July 1 – December 31) of the fiscal year, and the Final Progress Report covers the second six months (January 1 – June 30) of each fiscal year.

- a. The Mid-Year Report is due annually on February 1, 20XX, for the period beginning July 1 and ending December 31 for each fiscal year.
- b. The Final Progress Report is due annually on August 1, 20XX, for the period beginning January 1 and ending June 30 for each fiscal year.

UPDATE REPORT SUBMISSION DATE	MID-YEAR AND FINAL PROGRESS REPORT SUBMISSION DATE	REPORT PERIOD
November 1, 20XX		July 1 – September 30
	Mid-Year - February 1, 20XX	July 1 – December 31
May 1, 20XX		January 1 – March 31
	Final - August 1, 20XX	January 1 – June 30

B. Grantee’s failure to submit timely and acceptable reports is cause for the State to withhold up to one hundred percent (100%) from future quarterly payments, and/or demand repayment of the Grant Agreement funds pursuant to Exhibit E, Paragraph 3, “Cancellation/Termination.”

- 1) The OFP may reduce or withhold a scheduled grant payment if the Grantee does not meet any or all of the following:
 - a. The evaluation requirements for the grant period;
 - b. The content requirements specified by OFP;
 - c. Achievement of the objectives and activities specified in the Workplan; and/or
 - d. The match requirement for the grant period.
- 2) Upon receipt and approval of the Final Progress Report each year, OFP may pay all or a portion of any previously withheld funds based on the Grantee’s achievement of the project Workplan, reporting requirements, and applicable match requirements.

Exhibit A
Scope of Work

- 3) The State reserves the right to demand immediate repayment of any annual initial allotment that has not yet been fully offset if Grantee fails to submit timely and acceptable reports.
- C. Grantee shall comply with all State program and policy letters, which may be issued during the Grant Agreement term, which the State determines to be relative to the provisions of this Grant Agreement.

Exhibit A, Attachment I
Workplan Format/Instructions

SCOPE OF WORK			
GOAL: List the specific goal to be achieved.			
Objective Number: List the objective number.		Activities/Tasks Needed to Complete This Objective	
Strategy: List the specific strategy number and name to be accomplished.	Steps needed to complete objective	When	Staff Assigned
Sub-Strategy: If, applicable, list the specific sub-strategy, number, and name.	Indicate step-by-step how each objective/strategy will be accomplished. Task must specify the type, frequency, and length of activity. Include other required items that are pertinent to the accomplishment of the goal and completion of the strategy, i.e. communication with OFP consultant, evaluation activities, referral to clinical services, etc.	Indicate by Quarter when the specific activity will be conducted.	Specify the individual, group, or agency responsible for each task. If the applicant agency is responsible for a task, identify the staff positions(s). If a subcontracting agency is responsible for a task, identify the subcontractor by name.
Population targeted with this strategy:			
<input type="checkbox"/> Females <input type="checkbox"/> Males <input type="checkbox"/> Both Check appropriate target population.			
# Age groups/target population: Indicate the number targeted by this strategy for each age group.			
11 and younger			
12 – 14			
15 – 19			
20 – 24			
25 and older			
# Ethnic group(s) targeted: Indicate the estimated number of participants targeted by this strategy for each ethnic group.			
African-American			
Asian			
Black/African American			
Latino/Hispanic			
White			
Multiracial/Ethnic			
Other			
Unknown			
Strategy will target a minimum of: Indicate the number of participants to be targeted; the number of sessions each participant will be receiving; and the length of each session.			
Number of participants			
Number of sessions/ presentations/meetings/activities			
Length in minutes/each session			
Completers (list total number of participants estimated to complete all sessions)			
Is curriculum used?			
<input type="checkbox"/> No <input type="checkbox"/> Yes			
Title: List title of curriculum if used.			
Strategy part of Statewide Evaluation?	1.	6.	
<input type="checkbox"/> No <input type="checkbox"/> Yes	2.	7.	
	3.	8.	
	4.	9.	
	5.	10.	
Sites of Service			
List each site and city where this objective will be implemented:			
Evaluation and Documentation			
Process and Outcome Objectives: List the results expected, in measurable terms, after a participant completes the objective/strategy.			
Documentation/Methods: Indicate methods, logs, forms, and/or tools used to document evaluation activities.			

Exhibit A, Attachment II
Completed Workplan – Sample

SCOPE OF WORK			
GOAL: Reduce teen and unintended pregnancies.			
Objective Number: 1A		Activities/Tasks Needed to Complete This Objective	
Strategy: 1. Prevention Education	Steps needed to complete objective	When	Staff Assigned
Sub-Strategy: 1A. Comprehensive Sexuality Education.	1. Present and distribute finalized Workplan to Project partners/collaborative and subcontractors.	Qtr. 1	Program Coordinator, Collaborative/XYZ, Inc.
Population targeted with this strategy: <input type="checkbox"/> Females <input type="checkbox"/> Males <input checked="" type="checkbox"/> Both	2. Contact high school/middle school principals and staff to set date for program preview presentation. Develop 30-minute presentation.	Qtr. 1	Program Coordinator
# Age groups/target population:	3. Conduct presentation and receive approval of program and evaluation tools from teachers and school board.	Qtr. 1	Program Coordinator
11 and younger	4. Secure a minimum of 100 signed positive "Parent Consent" forms from parents/caretakers each quarter.	Qtr. 1, 2, 3, & 4	Program Coordinator, Collaborative/XYZ, Inc.
125 12 – 14	5. Schedule classes with principals and teachers grades 6 through 11.	Qtr. 1, 2, & 3	Program Coordinator
175 15 – 19	6. Implement at least nine (9), 16 session series of the "Reducing the Risk" prevention education curriculum in order to complete 240 participants. Topics include, but are not limited to:	Qtr. 1, 2, 3, & 4	Program Coordinator, Collaborative/XYZ, Inc.
20 – 24	a. Human Development and Sexuality		
25 and older	b. Sexually Transmitted Disease		
# Ethnic group(s) targeted:	c. Birth Control Methods		
15 American Indian	d. Decision Making		
40 Asian	e. Relationships		
75 Black/African American	f. Communication		
90 Latino/Hispanic	g. Responsible Parenthood		
65 White	h. California Laws		
15 Multiracial/Ethnic	7. Complete a minimum of 25 pre/post-matched statewide teen surveys and submit to Evaluation Liaison per PESS form (per 8 hour intervention.)	Qtr. 1 & 2	Program Coordinator and Staff
Other	8. Complete CPI tool and submit to Evaluation Liaison per PESS form.	Qtr. 1 & 2	Program Coordinator and Staff
Unknown			
Strategy will target a minimum of:			
300 Number of participants			
16 Number of sessions/presentations/meetings/activities			
50 Length in minutes			
240 Completers (total number of participants completing all sessions)			
Is curriculum used? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	Sites of Service		
Title: Reducing the Risk	1. Compton High School, Compton		
Strategy part of Statewide Evaluation? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes	2. Martin Luther King Middle School, Los Angeles		
Evaluation and Documentation			
Process and Outcomes Objective:			
1. 240 (80%) of participants will complete at least 9 sessions of curriculum (8.3 hours).			
2. There will be a 20% increase in STI/HIV knowledge by a minimum of 60% (180) of completers.			
3. There will be a 20% increase in number of completers who are able to use at least 6 out of 10 refusal/delaying skills.			
4. At least 90% of completers will be able to demonstrate the "self talk" method to avoid sex or unprotected sex.			
5. Secure a minimum of 25 matched statewide surveys & complete CPI per PESS form.			
Documentation/Methods			
1. Pre and post survey – statewide (teen survey)		4. Positive Parent Consent form	
2. Pre/post survey – local outcome		5. Attendance Logs	
3. Roll play demonstration and checklist		6. PESS form	

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

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

California Department of Health Services
Office of Family Planning
Peggy Ogness
MS 8305
1615 Capitol Avenue, Room 73.560
P.O. Box 997420
Sacramento, CA 95899-7420

- C. Invoices shall:

- 1) Be prepared and submitted on company letterhead in a format determined by OFP.
- 2) Bear the Grantee's name exactly as shown on the agreement.
- 3) Bear the Grantee's agreement number.
- 4) Identify the expense, billing, and/or performance period covered by the Payment – Invoice Request.
- 5) Itemize costs for each Budget line item for the billing period in the same or greater level of detail as indicated in this agreement. Subject to the terms of this agreement, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by DHS.
- 6) Payment – Invoice Request must be signed by authorized personnel using blue ink.
- 7) No more than one (1) original Payment – Invoice Request and one copy must be submitted for each quarterly expense, billing, and/or performance period claimed.
- 8) If equipment has been purchased in the invoice period, include the Contractor Equipment Purchased with DHS Funds (Exhibit F) form HAS 1203.

Exhibit B
Budget Detail and Payment Provisions

D. Annual Initial Allotment

- 1) An annual initial grant allotment of up to twenty-five (25) percent of the yearly grant amount can be requested at the beginning of each fiscal year. The request must be submitted in a format determined by OFP and is subject to the following conditions:
 - a. The prior year annual initial allotment issued by the funding program under this agreement, if any, has been fully liquidated, offset by applicable expense documentation, or repaid in full.
 - b. At no time may the sum total of any annual initial allotment exceed twenty-five (25) percent of the annual agreement amount.

E. Payment Schedule

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

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

F. Initial Allotment Recovery Schedule

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

2. Budget Contingency Clause

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

Exhibit B
Budget Detail and Payment Provisions

- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Grantee to reflect the reduced amount.

3. Prompt Payment Clause

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

4. Amounts Payable

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

- 1) \$210,000 for the budget period of 07/01/05 through 06/30/06.
- 2) \$210,000 for the budget period of 07/01/06 through 06/30/07.
- 3) \$210,000 for the budget period of 07/01/07 through 06/30/08.
- 4) \$210,000 for the budget period of 07/01/08 through 06/30/09.
- 5) \$210,000 for the budget period of 07/01/09 through 06/30/10.

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

5. Timely Submission of Final Invoice

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

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

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

6. Allowable Line Item Shifts

A. Cumulative line item shifts of up to \$25,000 or 10% of the annual agreement total may be made, whichever is greater, up to a cumulative annual maximum of \$50,000, provided the annual agreement total does not increase or decrease.

B. Line item shifts meeting this criteria shall not require a formal agreement amendment.

Exhibit B
Budget Detail and Payment Provisions

- C. Grantee shall adhere to State requirements regarding the process to follow in requesting approval to make line item shifts.
- D. Line item shifts may be proposed/requested by either the State or the Grantee.

7. Expense Allowability / Fiscal Documentation

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

8. Recovery of Overpayments

- A. Grantee agrees that claims based upon a contractual agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by the State and/or Federal Government by one of the following options:
 - 1) Grantee's remittance to the State of the full amount of the audit exception within 30 days following the State's request for repayment;
 - 2) A repayment schedule which is agreeable to the both the State and the Grantee.
- B. The State reserves the right to select which option will be employed and the Grantee will be notified by the State in writing of the claim procedure to be utilized.
- C. Interest on the unpaid balance of the audit finding or debt will accrue at a rate equal to the monthly average of the rate received on investments in the Pooled Money Investment Fund commencing on the date that an audit or examination finding is mailed to the Grantee, beginning 30 days after Grantee's receipt of the State's demand for repayment.

Exhibit B
Budget Detail and Payment Provisions

- D. If the Grantee has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached. If the Contractor loses the final administrative appeal, Grantee shall repay, to the State, the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the Grantee's first receipt of State's notice requesting reimbursement of questioned audit costs or disallowed expenses.

9. Prohibited Expenses

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

- A. Bonuses/Commissions. Bonuses and commissions paid from grant funds are prohibited.
- B. Lobbying. Grant funds may not be used for lobbying activities. Lobbying is an attempt to influence public officials in connection with the awarding of contracts, grants, or loans.
- C. Fund-raising. Grant funds shall not be used for fund raising activities, with the exception of securing the required community in-kind match up to a total amount of \$1,500.
- D. Purchase of Real Property. Grant funds cannot be used to purchase real property.
- E. Interest. The cost of interest payments is not an allowable expenditure.
- F. Lease-Purchase Options. It is prohibited to use grant funds to enter into a lease-purchase contract for the purchase of equipment or any other personal property, or for the purchase of real property.
- G. Grant Writing. All costs associated with responding to the RFA and preparing the application are not reimbursable expenses.
- H. Clinical Services. Funds shall not be used to provide clinical services related to reproductive health, including diagnosis and treatment of infections and condition, including cancers, that threaten reproductive capability, medical family planning treatment and procedures, including contraceptive supplies and follow-up.
- I. Religious Doctrine/Benefits. The CCG Program must comply with the mandates of the California Constitution (Article XVI, Section 5), which prohibit the use of public funds to aid any religious sect, church, creed, or sectarian purpose. Program activities shall not include sectarian beliefs and/or information related to the doctrines of any religious group or organization.
- J. Mental Health Counseling. Funds shall not be used to provide mental health counseling services to youth or other target populations. For purposes of this grant agreement, these services are formal assessment, evaluation, analysis, or treatment of a client/patient's psychiatric disorder by a licensed psychiatric provider, either individually or in a group setting.

Exhibit B
Budget Detail and Payment Provisions

- K. Existing Programs. Funds shall not be used to support pre-existing programs (outreach, counseling, educational, or other) funded by other public or private sources.
- L. Health Insurance. Funds shall not be used to pay for project participant's enrollment in any type of health insurance program. A client, who does not have insurance and is in need of reproductive health clinical services, can be referred to a Family PACT provider who will provide services to eligible participants at no cost.
- M. Food and Refreshment
- 1) The purchase of food and refreshments for anyone other than the target population is prohibited.
 - 2) Food and refreshment must be used as an incentive and only provided to the target population during prevention or educational activities, not for personnel, at health fairs, or collaborative meetings.
 - 3) OFP recommends contributions for food or food incentives, from local community vendors, continue to be recommended in lieu of allocating funds.
 - 4) The OFP Program Consultant and Contract Manager must pre-approve the use of food incentives.
- N. Project Planning Costs. Funds shall not be used for project planning purposes, e.g. conducting needs assessments used for the application, developing curricula, planning a media campaign, etc.

10. Community Match Requirements

CCG Program statutes require Grantees to match their grant funds with either dollar or measurable in-kind contributions. The purpose of the match requirement is to encourage Grantees to secure ongoing commitment and support from community agencies and businesses, and to encourage community collaboration. The match must come from nongovernmental sources. Therefore, public agencies must obtain the required match from private sources. Likewise, a non-profit community-based agency may not use other governmental/public source funds or in-kind contributions to meet the match requirement. Funds secured must not include the agency's discretionary funds.

As stated in the statute, the match for new Grantees, must not be less than ten (10) percent of the grant amount for the first year of the grant, not less than fifteen (15) percent for the second year, and not less than twenty (20) percent for the third through subsequent years of the grant. Previously funded (prior to Fiscal Year 2005-2006) CCG projects will be required to maintain their in-kind support level at the twenty (20) percent level throughout the entire grant term.

The following are some examples of allowable in-kind contributions:

- A. Promotional and incentive items for participants (i.e. pens, pencils, water bottles, refreshments for participants, meals, tee-shirts, music discs, awards) funded or donated from businesses, agencies, or individuals.

Exhibit B
Budget Detail and Payment Provisions

- B. Volunteer staff time calculated at a reasonable rate based upon the expertise, skills, and experience of the volunteer (cannot exclusively use staff time from agency).
- C. Donated equipment, office supplies, and educational materials from private sources.
- D. Private foundation grants.
- E. Curricula or materials developed with private funds.
- F. TV or radio public service announcements (PSAs).
- G. Billboard placement of an ad.
- H. Placement of an ad in a newspaper or magazine.
- I. Rent or meeting space.

Exhibit B, Attachment I
Budget
Year 1
07/01/05 through 06/30/06

Personnel (total of salaries, wages, and fringe benefits)	\$ <u>147,757</u>
Operating Expenses	\$ <u>9,609</u>
Subcontracts	\$ <u>30,035</u>
Other Costs	\$ <u>7,823</u>
Indirect Costs (not to exceed 10% of Personnel including benefits)	\$ <u>14,776</u>
Total	\$ <u><u>210,000</u></u>

Exhibit B, Attachment II
Budget
Year 2
07/01/06 through 06/30/07

Personnel (total of salaries, wages, and fringe benefits)	\$ <u>147,757</u>
Operating Expenses	\$ <u>9,609</u>
Subcontracts	\$ <u>30,035</u>
Other Costs	\$ <u>7,823</u>
Indirect Costs (not to exceed 10% of Personnel including benefits)	\$ <u>14,776</u>
	Total \$ <u>210,000</u>

Exhibit B, Attachment III
Budget
Year 3
07/01/07 through 06/30/08

Personnel (total of salaries, wages, and fringe benefits)	\$ <u>147,757</u>
Operating Expenses	\$ <u>9,609</u>
Subcontracts	\$ <u>30,035</u>
Other Costs	\$ <u>7,823</u>
Indirect Costs (not to exceed 10% of Personnel including benefits)	\$ <u>14,776</u>
Total	\$ <u><u>210,000</u></u>

Exhibit B, Attachment IV
Budget
Year 4
07/01/08 through 06/30/09

Personnel (total of salaries, wages, and fringe benefits)	\$ <u>147,757</u>
Operating Expenses	\$ <u>9,609</u>
Subcontracts	\$ <u>30,035</u>
Other Costs	\$ <u>7,823</u>
Indirect Costs (not to exceed 10% of Personnel including benefits)	\$ <u>14,776</u>
Total	\$ <u><u>210,000</u></u>

Exhibit B, Attachment V
Budget
Year 5
07/01/09 through 06/30/10

Personnel (total of salaries, wages, and fringe benefits)	\$ <u>147,757</u>
Operating Expenses	\$ <u>9,609</u>
Subcontracts	\$ <u>30,035</u>
Other Costs	\$ <u>7,823</u>
Indirect Costs (not to exceed 10% of Personnel including benefits)	\$ <u>14,776</u>
Total	\$ <u><u>210,000</u></u>

Exhibit E
Additional Provisions

1. Additional Incorporated Exhibits

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

1) Exhibit H	Contractor's Release	1 page
2) Exhibit I	Travel Reimbursement Information	2 pages

B. The following documents and any subsequent updates are not attached, but are incorporated herein and made a part hereof by this reference. These documents may be updated periodically by DHS, as required by program directives. DHS shall provide the Contractor with copies of said documents and any periodic updates thereto, under separate cover. DHS will maintain on file, all documents referenced herein and any subsequent updates.

- 1) Workplan for each fiscal year.
- 2) Community Challenge Grant Program Policy Letters.
- 3) "Funding Application" and all exhibits/attachments submitted in response to the Request for Application, issued October 2004.
- 4) Payment -- Invoice Requests/e-mail for instructions regarding general payments of initial allotment, quarterly invoices, supplemental invoices, and final fiscal year invoices.
- 5) Community Match Record Form.
- 6) Agency Information Form.
- 7) CCG Program Handbook.
- 8) Project Evaluation Summary Sheet.
- 9) School Agreement Form.

2. Grant Amendments

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

Exhibit E
Additional Provisions

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

4. Avoidance of Conflicts of Interest by Grantee

- A. DHS intends to avoid any real or apparent conflict of interest on the part of the Grantee, subgrantees, or employees, officers and directors of the Grantee or subgrantees. Thus, DHS reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from the source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Grantee to submit additional information or a plan for resolving the conflict, subject to DHS review and prior approval.
- B. Conflicts of interest include, but are not limited to:
 - 1) An instance where the Grantee or any of its subgrantees, or any employee, officer, or director of the Grantee or any subgrantee has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the grant agreement would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the grant.
 - 2) An instance where the Grantee's or any subgrantee's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business, or other ties.
- C. If DHS is or becomes aware of a known or suspected conflict of interest, the Grantee will be given an opportunity to submit additional information or to resolve the conflict. A Grantee with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by DHS to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by DHS and cannot be resolved to the satisfaction of DHS, the conflict will be grounds for terminating the contract. DHS may, at its discretion upon receipt of a written request from the Grantee, authorize an extension of the timeline indicated herein.

5. Insurance Requirements (Governmental grantees)

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

Exhibit E
Additional Provisions

6. Freeze Exemptions

(Applicable only to local governmental agencies.)

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

Special Terms and Conditions

(For federally funded service contracts and grant awards)

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 "grant", "Grantee" and "Subgrantee" respectively.

Index of Special Terms and Conditions

<ol style="list-style-type: none"> 1. Federal Equal Employment Opportunity Requirements 2. Travel and Per Diem Reimbursement 3. Procurement Rules 4. Equipment Ownership / Inventory / Disposition 5. Subcontract Requirements 6. Income Restrictions 7. Audit and Record Retention 8. Site Inspection 9. Federal Contract Funds 10. Intellectual Property Rights 11. Air or Water Pollution Requirements 12. Prior Approval of Training Seminars, Workshops or Conferences 13. Confidentiality of Information 14. Documents, Publications, and Written Reports 15. Dispute Resolution Process 16. Financial and Compliance Audit Requirements 	<ol style="list-style-type: none"> 17. Human Subjects Use Requirements 18. Novation Requirements 19. Debarment and Suspension Certification 20. Smoke-Free Workplace Certification 21. Covenant Against Contingent Fees 22. Payment Withholds 23. Performance Evaluation 24. Officials Not to Benefit 25. Four-Digit Date Compliance 26. Prohibited Use of State Funds for Software 27. Use of Small, Minority Owned and Women's Businesses 28. Alien Ineligibility Certification 29. Union Organizing 30. Contract Uniformity (Fringe Benefit Allowability) 31. Lobbying Restrictions and Disclosure Certification
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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 DHS 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 DHS, the Contractor may request in writing to DHS, 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 contract funds.)

Reimbursement for travel and per diem expenses from DHS 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 DHS' 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 DHS 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 DHS. 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, miscellaneous property, commodities and/or supplies are furnished by DHS or expenses for said items are reimbursed with state or federal funds.)

a. Equipment definitions

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

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

deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that DHS 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. DHS 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 miscellaneous property is furnished by DHS and/or when said items are purchased or reimbursed with state or federal funds.)

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

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

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

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

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

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

liability insurance is in effect during the term of this agreement or any period of contract extension during which any vehicle remains in the Contractor's and/or Subcontractor's possession:

Automobile Liability Insurance

- (a) The Contractor, by signing this agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of \$1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by DHS 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 DHS program contract manager.
- (c) The Contractor and/or Subcontractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this agreement or until such time as the motor vehicle is returned to DHS.
- (d) The Contractor and/or Subcontractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.
- (e) The Contractor and/or Subcontractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:
 - [1] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State (California Department of Health Services).
 - [2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this agreement and any extension or continuation of this agreement.
 - [3] The insurance carrier shall notify the State of California Department of Health Services, in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to the agreement number for which the insurance was obtained.
- (f) The Contractor and/or Subcontractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Contractor shall be notified by DHS, 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, DHS 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.)

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 DHS, 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 32.

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 DHS, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by DHS 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 DHS, 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

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 DHS' Intellectual Property in existence prior to the effective date of this agreement. Except as otherwise set forth herein, Contractor shall not use any of DHS' Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of DHS. **Except as otherwise set forth herein, neither the Contractor nor DHS 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 DHS, Contractor agrees to abide by all license and confidentiality restrictions applicable to DHS in the third-party's license agreement.
- (4) Contractor agrees to cooperate with DHS in establishing or maintaining DHS' exclusive rights in the Intellectual Property, and in assuring DHS' 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 DHS all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or DHS and which result directly or indirectly from this agreement or any subcontract.
- (5) Contractor further agrees to assist and cooperate with DHS 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 DHS' 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 DHS 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 DHS, 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 DHS 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.

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 DHS 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) DHS 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 DHS 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 DHS' 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 DHS 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. DHS reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against DHS.
- (2) Should any Intellectual Property licensed by the Contractor to DHS under this agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve DHS' right to use the licensed Intellectual Property in accordance with this agreement at no expense to DHS. DHS 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 DHS to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual

- 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 DHS 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 DHS without prior written authorization from the DHS program contract manager.
- 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.

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

15. Dispute Resolution Process

- a. A Contractor grievance exists whenever the Contractor believes there is a dispute arising from DHS' action in the administration of an agreement. If the Contractor believes there is a dispute or grievance between the Contractor and DHS, both parties shall follow the procedure outlined below.
 - (1) The Contractor should first discuss the problem informally with the DHS program contract manager. If the problem cannot be resolved at this stage, 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 make a determination on the problem within ten (10) working days after receipt of the written communication from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. Should the Contractor disagree with the Branch Chief's decision, the Contractor may appeal to the second level.
 - (2) The Contractor must prepare a letter indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the letter a copy of the Contractor's original statement of dispute with any supporting documents and a copy of the Branch Chief's response. This letter shall be sent 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 funding this agreement 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 funding this agreement or his/her designee shall be returned to the Contractor within twenty (20) working days of receipt of the Contractor's letter.
- b. If the Contractor wishes to appeal the decision of the Deputy Director of the division funding this agreement 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.)

- d. Two copies of the audit report shall be delivered to the DHS 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 DHS program contract manager shall forward the audit report to DHS' Audits and Investigations Unit.
- 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 DHS 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, DHS shall act upon the proposal within 60 days after receipt of the written proposal. DHS 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

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, DHS 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 contract, DHS 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 DHS 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.)

DHS 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 DHS. Negative performance evaluations may be considered by DHS 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

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

- 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, DHS sets forth the following policies, procedures, and guidelines regarding the reimbursement of fringe benefits.

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

- (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, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract 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 DHS 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, 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, 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, grant, loan, or cooperative agreement.

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</p> <p><input type="checkbox"/> b. grant</p> <p><input type="checkbox"/> c. cooperative agreement</p> <p><input type="checkbox"/> d. loan</p> <p><input type="checkbox"/> e. loan guarantee</p> <p><input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application</p> <p><input type="checkbox"/> b. initial award</p> <p><input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing</p> <p><input type="checkbox"/> b. material change</p> <p>For Material Change Only:</p> <p>Year _____ quarter _____</p> <p>date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee</p> <p>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>10. a. Name and Address of Lobbying Entity (If individual, last name, first name, MI):</p>		<p>b. Name and Address of Lobbying Entity (If individual, last name, first name, MI):</p>
<p>(attach Continuation Sheets(s) SF-LLL-A, If necessary)</p>		
<p>11. Amount of Payment (check all that apply):</p> <p>\$ _____ <input type="checkbox"/> actual <input type="checkbox"/> planned</p>	<p>13. Type of Payment (check all that apply):</p> <p><input type="checkbox"/> a. retainer</p> <p><input type="checkbox"/> b. one-time fee</p> <p><input type="checkbox"/> c. commission</p> <p><input type="checkbox"/> d. contingent fee</p> <p><input type="checkbox"/> e. deferred</p> <p><input type="checkbox"/> f. other, specify: _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash</p> <p><input type="checkbox"/> b. in-kind, specify: Nature _____</p> <p>Value _____</p>		
<p>14. Brief Description of Services Performed or to be Performed and Dates(s) of Service, including Officer(s), Employee(s), or Member(s) Contracted for Payment indicated in item 11:</p> <p>(Attach Continuation Sheet(s) SF-LLL-A, If necessary)</p>		
<p>15. Continuation Sheet(s) SF-LLL-A Attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>16. 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 Title 31, U.S.C., Section 1352. This information will be reported to the Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$19,000 and 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</p>

CONTRACTOR EQUIPMENT PURCHASED WITH DHS FUNDS

Exhibit F

Current Contract Number: _____

Date Current Contract Expires: _____

Previous Contract Number (if applicable): _____

DHS Program Name: _____

Contractor's Name: _____

DHS Program Contract Manager: _____

Complete Address: _____

DHS Program Address: _____

Contractor's Contact Person: _____

DHS Program Contract Manager's Telephone Number: _____

Contact's Telephone Number: _____

Date of this Report: _____

(THIS IS NOT A BUDGET FORM)

STATE/DHS PROPERTY TAG NUMBER <small>(If motor vehicle, list license number.)</small>	QUANTITY	DESCRIPTION <small>1. Include manufacturer's name, model number, type, size, and/or capacity. 2. If motor vehicle, list year, make, model number, type of vehicle (van, sedan, pick-up, etc.) 3. If van, include passenger capacity.</small>	UNIT COST PER ITEM <small>(Before Tax)</small>	DHS PURCHASE ORDER NUMBER	DATE PURCHASED	SERIAL NUMBER <small>(If motor vehicle, list VIN number.)</small>	OPTIONAL PROGRAM USE ONLY
			\$				
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			\$				

Contractor's Release

Instructions to Contractor:

With final invoice(s) submit one (1) original and two (2) copies. The original must bear the original signature of a person authorized to bind the Contractor. The additional copies may bear photocopied signatures.

Submission of Final Invoice

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

Release of all Obligations

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

Repayments Due to Audit Exceptions / Record Retention

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

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

Recycled Product Use Certification

By signing this form, Contractor certifies under penalty of perjury that a percentage (0% to 100%) of the materials, goods, supplies or products offered or used in the performance of the above referenced contract meets or exceeds the minimum percentage of recycled material, as defined in Public Contract Code Sections 12161 and 12200.

Reminder to Return State Equipment/Property (If Applicable)

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

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

Patents / Other Issues

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

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

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

Signature of Contractor or Official Designee: _____

Date: _____

Printed Name/Title of Person Signing: _____

DHS Distribution: Accounting (Original) Program CMU contract file

Travel Reimbursement Information

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 DPA lodging rates may be approved by DHS 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 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 must be receipted. If contractor does not present receipts, lodging 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 exceeding the above amounts may be allowed with the advance approval of the Deputy Director of the Department of Health Service or his or her designee. Receipts are required. *Receipts from Internet lodging reservation services such as Priceline.com, which require prepayment to 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 *DHS written or verbal approval. Verbal approval shall be confirmed in writing (email or memo).*
- e. In computing allowances for continuous periods of travel of less than 24 hours, consult the chart appearing on page 2 of this *exhibit*.
- f. No meal or lodging expenses will be reimbursed for any period of travel that occurs within normal working hours, unless expenses are incurred at least 50 miles from headquarters.

Agreement Number 05-45326	Amendment Number A02
REGISTRATION NUMBER:	

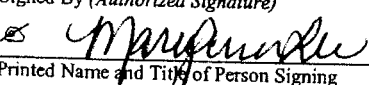
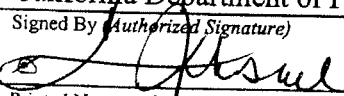
- This amendment is entered into between California Department of Public Health, also referred to as the State or CDPH and the Grantee named below:
 Grantee's Name: Stanislaus County Health Services Agency (Also referred to as Grantee)
- Grant term: From July 01, 2005 through June 30, 2011
- Total grant amount: **\$ 1,260,000 One million, two hundred sixty thousand dollars**
- Amendment effective date: June 29, 2010 unless otherwise specified.
- The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Grant Agreement and incorporated herein. All other terms and conditions not specifically revised by this amendment shall remain the same.

- Purpose of amendment:** This amendment reflects a one year term extension, using the existing Scope of Work, and adds funding for fiscal year 2010/2011. The amendment will increase the total budget to compensate the Grantee for performing services in year 6. CDPH is obtaining additional services as stated in the original agreement. This amendment also incorporates the requirements for Health and Safety Code Section 151000 – 151003 and the Education Code Section 51930 – 51932 and Departmental Reorganization language.
- Certain changes made in this amendment are shown as: Text additions are displayed in **bold and underline**. Text deletions are displayed as strike through text (i.e., ~~Strike~~).
- Paragraph 2 (Grant term) on the face of the original HAS 1229 is amended to read July 01, 2005 through ~~June 30, 2010~~ **June 30, 2011**. All references to the former grant term of July 01, 2005 through June 30, 2010 in any exhibit incorporated into this agreement is hereinafter deemed to read July 1, 2005 through June 30, 2011.
- Paragraph 3 (Total grant amount) on the face of the original HAS 1229 is increased by **\$210,000** and is amended to read: ~~\$1,050,000 (One million, fifty thousand dollars)~~ **\$1,260,000 (One million, two hundred sixty thousand dollars)**.

(Continued on next page)

All other terms and conditions remain the same. Continued on 2 additional pages.

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

GRANTEE		<input checked="" type="checkbox"/> Exempt from DGS review per AG Opinions <input type="checkbox"/> Exempt from DGS review per this authority:
Grantee's Name (If other than an individual, state if a corporation, partnership, nonprofit organization, etc.) <u>Stanislaus County Health Services Agency</u>		
Signed By (Authorized Signature) 	Date Signed <u>5/24/10</u>	
Printed Name and Title of Person Signing <u>Ms. Mary Ann Lee, Managing Director</u>		
Address <u>830 Scenic Drive Modesto, California 95350</u>		
STATE OF CALIFORNIA		
Agency Name <u>California Department of Public Health</u>		
Signed By (Authorized Signature) 	Date Signed <u>6/28/10</u>	
Printed Name and Title of Person Signing <u>Sandra Winters, Chief, Contracts and Purchasing Services Section</u>		
Address <u>1501 Capitol Avenue, Suite 71.5178, MS 1802, P.O. Box 997377, Sacramento, CA 95899-7377</u>		

V. Paragraph 6 (incorporated exhibits) on the face of the original HAS 1229 is amended to add the following exhibit:

Exhibit B, Attachment VI – Budget (Year 6) **1 page**

All references to Exhibit B, Attachment I, II, III, IV, V in any exhibit incorporated into this agreement shall hereinafter be deemed to read Exhibit B, Attachment I, II, III, IV, V and VI respectively. Exhibit B, Attachment VI is hereby added in its entirety.

VI. Exhibit A, Scope of Work, Provision 5. Services to be Performed, Paragraph C. Project Strategies, Subparagraph 1) Prevention Education (Required for All Projects) is amended to read as indicated herein. Subparagraphs 2) through 13) remain the same.

C. Project Strategies

The Grantee needs to use a wide variety of strategies that focus on changing the many sexual and non-sexual teen pregnancy and absentee fatherhood antecedents. The Grantee should identify types of strategies that incorporate youth development principles and are designed to decrease teen pregnancy and increase male involvement using the following strategies and sub-strategies (numbers 1-13). The Grantee must select a required Prevention Education strategy as well as the required number of additional strategies as indicated in the table below.

1) Prevention Education (Required for All Projects)

Grantee must implement Prevention Education in accordance with all requirements per the Sexual Health Education Accountability Act as stated in Health and Safety Code Section 151000 – 151003 and the California Comprehensive Sexual Health and HIV/AIDS Prevention Education Act as stated in Education Code Section 51930 – 51932.

The following table identifies the required minimum number of strategies per funding level for Funding Level I; \$100,000-\$150,000, and Funding Level II; \$175,000-\$200,000:

Prevention Education Requirements and Minimum Number of Strategies Per Funding Level	
Funding Level I: \$100,000 - \$150,000	
Project must implement a minimum of four (4) strategies:	
Option 1A. Comprehensive Sexuality Education	a. Strategy 1A – Comprehensive Sexuality Education b. Strategy 8 – Clinical Service Linkage (Required) c. Two (2) – Additional Strategies (selected by Grantee)
Option 1B. Abstinence-focused Education	a. Strategy 1B – Abstinence Focused Education b. Strategy 8 – Clinical Service Linkage (Optional) c. Three (3) – Additional strategies (selected by Grantee)
Funding Level II: \$175,000 - \$200,000	
Project must implement a minimum of six (6) strategies:	
Option 1A. Comprehensive Sexuality Education	a. Strategy 1A – Comprehensive Sexuality Education b. Strategy 8 – Clinical Service Linkage (Required) c. Four (4) – Additional Strategies (selected by Grantee)
Option 1B. Abstinence-focused Education	a. Strategy 1B – Abstinence Focused Education b. Strategy 8 – Clinical Service Linkage (Optional) c. Five (5) – Additional strategies (selected by Grantee)

VII. Exhibit B, Budget Detail and Payment Provisions, Provision 4. Amounts Payable, Paragraph A is amended to read:

4. Amounts Payable

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

- 1) \$210,000 for the budget period of 07/01/05 through 06/30/06.
- 2) \$210,000 for the budget period of 07/01/06 through 06/30/07.
- 3) \$210,000 for the budget period of 07/01/07 through 06/30/08.
- 4) \$210,000 for the budget period of 07/01/08 through 06/30/09.
- 5) \$210,000 for the budget period of 07/01/09 through 06/30/10.
- 6) **\$210,000 for the budget period of 07/01/10 through 06/30/11.**

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

Exhibit B Attachment VI
Budget
(Year 6)
(7/01/10 through 6/30/11)

Personnel (Includes Fringe Benefits)	<u>\$ 197,087</u>
Operating Expenses	<u>\$ 2,713</u>
Subcontracts	<u>\$ 10,000</u>
Other Costs	<u>\$ 200</u>
Indirect Costs	<u>\$ -</u>
Total	<u><u>\$ 210,000</u></u>