

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

DEPT: Health Services Agency *MSK*

BOARD AGENDA # *B-12

Urgent Routine

AGENDA DATE June 19, 2012

CEO Concurs with Recommendation YES NO
(Information Attached) *ant*

4/5 Vote Required YES NO

SUBJECT:

Approval of a Contract with the California Department of Public Health Services for the Continuation of the Immunization Assistance Program for the Period of July 1, 2011 through June 30, 2013

STAFF RECOMMENDATIONS:

1. Approve a contract with the California Department of Public Health Services for the continuation of the Immunization Assistance Program for the period July 1, 2011 through June 30, 2013.
2. Authorize the Health Services Agency's Managing Director, or her designee, to sign and execute the contract and any subsequent amendments thereafter.

FISCAL IMPACT:

The period of this contract is from July 1, 2011 through June 30, 2013. The amount of this two-year contract is \$363,396; of that, half was included in the Health Services Agency Fiscal Year 2011-2012 Adopted Final Budget, and the remaining half was included in the Budget Year 2012-2013 Adopted Proposed Budget.

BOARD ACTION AS FOLLOWS:

No. 2012-302

THIS ITEM WAS REMOVED FROM THE AGENDA.
NO ACTION WAS TAKEN.

Approval of a Contract with the California Department of Public Health Services for the Continuation of the Immunization Assistance Program for the Period of July 1, 2011 through June 30, 2013

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DISCUSSION:

The Immunization Assistance Program (IAP) grant in the amount of \$181,698 for the period July 1, 2011 through June 30, 2012 and July 1, 2012 through June 30, 2013, is a continuation of the existing grant from the State of California Department of Public Health. The total amount of this two year contract is \$363,396. Although the services covered by this agreement began on July 1, 2011, the State has only recently provided the agreement at Attachment A.

During Fiscal Year 2010-2011, this funding enabled the Stanislaus County Health Services Agency Public Health division to administer approximately 25,500 immunizations to Stanislaus County residents, which represents a 34% increase in immunizations compared to Fiscal Year 2009-2010. Additionally, there were approximately 8,400 flu shots, 4,100 Flu Mist, 500 pneumonia and 2,600 Pertussis (Tdap) administered by Stanislaus County Public Health at the community flu clinics. Also, this grant provides for the monitoring of school immunization records, vaccine management, education and outreach, as well as Perinatal Hepatitis B case management.

Statewide Kindergarten assessment surveys were conducted in 2010 prepared by the California Department of Public Health to evaluate the immunization status of California children. According to these surveys, 94.32% of California's kindergarten children at the time of enrollment were fully immunized. This report represents a 0.08% decrease as compared to the previous year. However, Stanislaus County's rate is better than the State average by 3.66%. Lack of immunization increases the risk of children suffering needless illness, disability or even death from preventable diseases. The funding source assists in focusing efforts on the immunization status of the 0-18 year old population.

This funding will promote and provide immunizations for all children and adolescents in multi-ethnic, low-income areas of the County.

POLICY ISSUES:

The Board of Supervisors' approval of this Agreement will enable the Health Services Agency to continue immunization outreach programs, Perinatal Hepatitis B case management and related immunization programs, which decrease the risk of childhood illnesses prevented by proper immunization. This program supports the Board of Supervisors' priority of A Healthy Community.

STAFFING IMPACT:

Existing staff will provide needed services related to this request.

CONTACT PERSON:

Colleen Woolsey, Associate Director. 209 558-6833

STANDARD AGREEMENT

STD 213 (CDPH Rev 2/11)

REGISTRATION NUMBER	AGREEMENT NUMBER
	11-10571

Check here if additional pages are added: page(s)

- This Agreement is entered into between the State Agency and the Contractor named below:
STATE AGENCY'S NAME (Also referred to as CDPH or the State)
 California Department of Public Health
CONTRACTOR'S NAME (Also referred to as Contractor)
 County of Stanislaus
- The term of this Agreement is: July 1, 2011 through June 30, 2013
- The maximum amount of this Agreement is: \$ 363,396
 Three Hundred Sixty-Three Thousand Three Hundred Ninety-Six Dollars
- The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of this Agreement.

Exhibit A – Scope of Work	8 pages
Exhibit B – Budget Detail and Payment Provisions	3 pages
Exhibit B, Attachment I – Budget (Year 1)	2 pages
Exhibit B, Attachment II – Budget (Year 2)	2 pages
Exhibit C * – General Terms and Conditions	<u>GTC 610</u>
Exhibit D (F) – Special Terms and Conditions (Attached hereto as part of this agreement)	26 pages
Exhibit E – Additional Provisions	2 pages
Exhibit F – Contractor's Release	1 page
Exhibit G – Travel Reimbursement Information	2 pages

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

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

CONTRACTOR		California Department of General Services Use Only <input type="checkbox"/> Exempt per:
<small>CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)</small>		
County of Stanislaus		
<small>BY (Authorized Signature)</small>	<small>DATE SIGNED (Do not type)</small>	
<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small>		
ADDRESS		
820 Scenic Drive, Modesto, CA 95350		
STATE OF CALIFORNIA		
<small>AGENCY NAME</small>		
California Department of Public Health		
<small>BY (Authorized Signature)</small>	<small>DATE SIGNED (Do not type)</small>	
<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small>		
Sandra Winters, Chief, Contracts and Purchasing Services Section		
<small>ADDRESS</small>		
1501 Capitol Avenue, Suite 71.5178, MS 1802, PO Box 997377 Sacramento, CA 95899-7377		

EXHIBIT A
Scope of Work

1. Service Overview

Contractor agrees to provide to the California Department of Public Health (CDPH) the services described herein:

Sections 120325-120380 of the Health & Safety Code, Chapter 435, require immunizations against childhood diseases prior to school admittance. Health Officers are required to organize and maintain a program to make the required immunizations available. This contract assists the Contractor in defraying costs of the program which supports the State's objectives to control diseases that are preventable by vaccines. It is the California Department of Public Health's responsibility to provide this assistance to the local health jurisdictions. The Contractor is to conduct a general immunization program which provides all Advisory Committee on Immunization Practices (ACIP) recommended vaccines to the general public. In addition, the Contractor identifies target populations in need of immunizations and initiates corrective action to improve immunization levels.

2. Service Location

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

3. Service Hours

The services shall be provided during County working hours and days.

4. Project Representatives

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

California Department of Public Health

Name: Karen Turner
Telephone: (559) 228-5840
Fax: (559) 228-5862
Email: Karen.turner@cdph.ca.gov

County of Stanislaus

Name: Trudi Prevette, RN
Telephone: (209) 558-5670
Fax: (209) 558-7531
Email: tprevette@schsa.org

B. Direct all inquiries to:

California Department of Public Health

Immunization Branch
Attention: Rossana Ordonez
850 Marina Bay Pkwy., Bldg. P 2nd Floor
Richmond, CA 94804

County of Stanislaus

Attention: Trudi Prevette, RN
820 Scenic Drive
Modesto, CA 95350

Telephone: (510) 620-3752
Fax: (510) 620-3774
E-mail: rossana.ordonez@cdph.ca.gov

Telephone: (209) 558-5670
Fax: (209) 558-7531
Email: tprevette@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.

EXHIBIT A
Scope of Work

local support and funding is expected. Subvention contract funds must not be used to supplant (i.e., replace) local funds currently being expended for routine immunization services and activities.

A. Objectives:

- 1) Raise to (or maintain) immunization coverage levels to 95% or greater for each immunization required by law for kindergarten students and child care entrants within the Contractor's jurisdiction.
- 2) By the end of the year 2013, 90% of two-year-olds within the Contractor's jurisdiction should be vaccinated with one dose of measles, mumps, and rubella (MMR) vaccine, three doses of polio vaccine, at least four doses of diphtheria, tetanus, and pertussis (DTP) vaccine, three doses of *Haemophilus influenzae* type b (Hib) vaccine, three doses of hepatitis b vaccine, one dose of varicella vaccine and four doses of pneumococcal conjugate vaccine.
- 3) Through prevention, surveillance and outbreak control, reduce, or eliminate illness, disability and death due to vaccine-preventable diseases within the Contractor's jurisdiction.
- 4) For Fiscal Years 2011 - 2013 establish and/or maintain an effective reminder/recall system using the local regional registry.
- 5) Inform and educate health care providers, school staff, child care community, and the general public about the need for timely administration of scheduled immunizations of children and adults.

B. Specific Activities:

- 1) Program Management
 - a. Contractor agrees to assign one or more staff the responsibility of monitoring each program activity: 1) Program Management; 2) Vaccine Accountability and Management; 3) Immunization Information Systems; 4) Provider Quality Assurance; 5) Perinatal Hepatitis B Prevention; 6) Adolescent Immunizations; 7) Adult Immunizations; 8) Education, Information, Training, and Partnerships; 9) Epidemiology and Surveillance; 10) Population Assessment; and 11) WIC-Immunization linkage.
 - b. To ensure that public immunization clinic policies and practices are in compliance with the current recommendations approved by the U.S. Public Health Service and endorsed by the American Academy of Pediatrics (AAP) as specified in the Revised Standards for Immunization Practices Child, Adolescent and Adult Immunization, and conduct in-service training for public clinic staff.
 - c. Within the health jurisdiction, develop and implement policies and procedures to enhance the continuity of care (including recommended immunizations) through the utilization of a medical home among medically underserved children, adolescents and adults.
 - d. Attend/participate in regional, state and local meetings and educational forums related to immunizations including but not limited to those sponsored by the Immunization Branch and CDC. Attendance at the yearly CDPH Immunization Branch Coordinator's Meeting is required for all Immunization Coordinators.

EXHIBIT A
Scope of Work

2) Vaccine Accountability and Management

The contractor receiving vaccine purchased with State of California/Federal funds, herein called State purchased vaccines, agrees:

- a. To ensure that immunization practices at the local health department for vaccine storage, handling and administration procedures are consistent with the Revised Standards for Immunization Practices Child, Adolescent and Adult Immunization.
- b. The authorized immunization patient record card or authorized clinic log sheets must be stored by the local health department in a retrievable file for a minimum of 7 years following the end of the calendar year in which the vaccine information statement was provided to the vaccine recipient, parent, or legal representative. In addition, if a notice of a claim or lawsuit has been made, the record must be retained until after a final disposition has been made.
- c. No charge may be made to the patient, parent, guardian or third party payer for the cost of State purchased vaccine provided to local health departments by the Immunization Branch. In addition, outside, non-profit providers of immunization services receiving State purchased vaccine may not charge patients or parents for the cost of vaccine. Charges made by local health departments to patients for the direct costs incurred for administration or injection of the vaccine are discouraged but are not specifically prohibited. Should the health department or outside medical provider receiving state-purchased vaccine establish an administration fee for an injection of vaccine, information, e.g., sign/poster, must be prominently displayed which indicates that no one receiving an immunization in a public clinic may be denied vaccine provided through public funds for failure to pay the administration fee or failure to make a donation to the provider.
- d. The storage and handling of State purchased vaccine within local health department facilities shall be in accordance with the manufacturers' specifications and Centers for Disease Control and Prevention (CDC) Guidelines. Local health departments may be required to purchase new refrigerators or freezers if the storage units cannot consistently maintain appropriate temperatures or have sufficient space to store all vaccines.

3) Immunization Information Systems

In coordination with the Senior Field Representatives and Registry Field Staff:

- a. Provide assistance to immunization registry user support staff in their jurisdiction.
- b. Support activities and strategies to assist in implementation, maintenance, and enhancement of the California Immunization Registry.
- c. Ensure registry participation at the local health department clinic level.
- d. Assist and provide referrals as appropriate between local providers and California Immunization Registry (CAIR) staff, including both new and current providers.

EXHIBIT A
Scope of Work

4) Provider Quality Assurance

- a. Provide and/or promote educational/training opportunities and informational materials to ensure that health care providers within the jurisdiction are knowledgeable and competent regarding current best practices for immunization services.
- b. Utilize AFIX (Assessment, Feedback, Incentive, Exchange) annually to assess immunization coverage rates and adherence to the Standards for Pediatric Immunization Practices at local health departments.

5) Perinatal Hepatitis B Prevention

Encourage use of the birth dose policy in hospitals within the jurisdiction by:

- a. Providing education on the Hepatitis B birth dose recommendations and screening all pregnant women for HBsAg status.
- b. Identifying barriers to implementation of the birth dose.
- c. Assuring that delivery hospitals develop written policies, procedures and standing orders for the administration of the birth dose.
- d. Assisting with enrollment of birth hospitals in the Vaccines for Children (VFC) Program.

6) Adolescent Immunizations

Working collaboratively with local public and private/nonprofit providers and agencies, and professional organizations to establish a platform on adolescent immunizations and increase coverage rates within the jurisdiction through:

- a. Enhancing access to all ACIP-recommended vaccines.
- b. Promoting public awareness of adolescent immunizations utilizing promotional campaigns, media and web communications.
- c. Increasing awareness of and educating health care providers about adolescent immunization recommendations.
- d. Promoting use of the Immunization Registry for adolescents.
- e. Outreach to adolescent service providers and enrollment in the VFC Program.
- f. Collaborating with school based health centers, juvenile correctional facilities and social service agencies to promote coverage.

EXHIBIT A
Scope of Work

7) Adult Immunizations

- a. Working collaboratively with immunization coalitions, community groups, child care providers, schools, nursing homes, home health agencies and other organizations, develop and implement a strategy for the promotion of flu immunization within the jurisdiction.
- b. To improve immunization coverage rates among adult populations within the jurisdiction, coordinate program planning and implementation of strategies with local public and private/nonprofit agencies serving adults.
- c. Working collaboratively with the Immunization Registry, develop and implement strategies to increase the percentage of adult immunizations entered into the registry.

8) Education, Information, Training, and Partnerships

- a. Participate in the development, implementation and promotion of outreach activities focused on children, adolescents, adults and families through partnerships, coalitions, and collaboration with community groups, child care providers, juvenile justice programs, and culturally appropriate organizations to reduce ethnic disparities in immunization coverage rates.
- b. Collaborate with birthing facilities to develop and implement new mother education programs regarding immunizations. Collaborate with the Registrar of Births to distribute immunization educational materials to new mothers.
- c. Work collaboratively with immunization coalitions, community groups, child care providers, schools, nursing homes, home health agencies and other organizations to develop and implement a strategy for the promotion of influenza vaccination within the jurisdiction.
- d. Ensure that providers are knowledgeable about and are using the Vaccine Information Statement (VIS) in accordance with the National Childhood Vaccine Injury Act.

9) Epidemiology and Surveillance

- a. Support the maintenance of an effective system for identification and reporting of suspect, probable and confirmed cases of vaccine preventable diseases (VPDs).
- b. Support the investigation and follow-up of reported suspect, probable and confirmed VPDs.
- c. Ensure that local health departments and public health clinics are knowledgeable about and utilize the Vaccine Adverse Events Reporting System (VAERS) for reporting adverse events following immunizations in accordance with Immunization Branch guidelines.

EXHIBIT A
Scope of Work

10) Population Assessment

- a. Conduct an immunization assessment of all child care centers and assist schools in completing an immunization assessment of all kindergarten schools.
- b. Conduct selective review site visits to a randomly selected sample of child care centers, kindergarten, and seventh grade schools.
- c. In coordination with Immunization Branch Field Representatives, local health authorities and local child care center and school authorities, encourage compliance of all child care centers and schools with existing regulations pertaining to the immunization of children admitted to such institutions.
- d. Implement and maintain immunization clinic reminder/recall systems among all public medical providers receiving state-supplied vaccines to improve immunization rates among preschool-age children within the jurisdiction.
- e. Develop and implement strategies to increase immunization rates of the 24-35 month old population in the jurisdiction. Expected improvements as assessed with Clinic Assessment Software Application (CoCASA) for the 4:3:1:3:3 series by provider type are: Public health clinics (PHC) with rates below 40% should achieve a 25% improvement; between 40% and 49% should achieve a 15% improvement; between 50% and 69% should achieve a 10% improvement; and between 70% and 85% should achieve a 5% improvement.

11) WIC-Immunization Linkage

- a. Promote the use of the immunization registry in WIC sites.

C. Specific Perinatal Hepatitis B Activities (only for contractors receiving federal perinatal hepatitis B funds):

1. Ensure that clinicians are testing pregnant women for HBsAg and that clinicians and laboratories are reporting patients with positive test results to the local health department.
2. Ensure that hepatitis B vaccine (HBV) infected pregnant women are reported to birth hospitals prior to delivery.
3. Ensure that birth hospitals have a written HBsAg test result for each pregnant woman and that they test pregnant women with unknown HBsAg status.
4. Ensure that birth hospitals are aware of requirements for post exposure prophylaxis (PEP) for infants born to HBV infected mothers and mothers with unknown HBV infection status.
 - a. Provide information on developing standing orders and policies and procedures for administering the birth dose to all infants according to the ACIP recommendations.
5. Ensure that local pediatricians and family physicians caring for infants have a method for identifying those infants born to HBV infected women and are aware of recommendations for administration of PEP, for the vaccine series, and for post vaccine serology testing.

EXHIBIT A
Scope of Work

6. Provide information to HBSAg-positive women regarding perinatal hepatitis B transmission and medical care, as well as information on vaccination and testing requirements for the infant.
7. Provide information to HBV infected women and their household and sexual contacts on screening and vaccination recommendations and provide referrals to medical services as needed.
8. Monitor follow up of infants born to HBV infected mothers, including administration of Hepatitis B Immune Globulin (HBIG) and hepatitis B at birth, completion of the hepatitis B vaccine series and obtaining post vaccine serologic (PVS) testing results.
9. Provide birth hospitals and medical providers written information on screening and reporting requirements and on the ACIP recommendations for perinatal hepatitis B prevention.
10. Submit case reports for HBV infected pregnant women and their infants to CDPH Immunization Branch in a timely manner.

D. Required Reports

1) Reports of Local Program Progress and Activities

In accordance with the guidelines and format provided by the CDPH Immunization Branch, the Contractor shall submit required reports through his/her CDPH Immunization Branch District Field Representative as identified in paragraph D4), by the 15th of the month following the end of each quarter, a written quarterly report of progress and activities. In addition to the written report the Contractor and Project Liaison, or designee, may meet and discuss the above matters in person.

- 2) Upon completion of the investigation of each probable or confirmed reportable vaccine preventable disease case, a completed investigation form must be submitted to the CDPH Immunization Branch.
- 3) Contractor agrees that itemized personnel positions listed in the *Application for Immunization Project Subvention Funds* shall not be subject to Contractor's personnel policy decisions to refrain from filling vacant positions.
- 4) All reports, other than those required to be directed to the Field Representatives, invoices, and other written communications are to be addressed and delivered to the address identified in Exhibit A 2B.
- 5) The State reserves the right to use and reproduce all reports and data produced and delivered pursuant to this Contract and reserves the right to authorize others to use or reproduce such materials, provided that the confidentiality of patient information and records are protected pursuant to California State laws and regulations.
- 6) It is agreed by the Contractor that in the event that a significant portion of the Contract objectives for the initial 4 months of the Contract are not met by that time; and in the event that the State determines from quarterly invoices, performance reports, and other sources of information that the Contractor will not perform the total quantity of services contracted for; and that therefore, the total budget allocation will not be depleted; the State and/or Contractor may make an equitable

EXHIBIT A
Scope of Work

adjustment in the original Contract budget and Contract objectives in order to decrease the total quantity of services and commensurate Contract amount. Any adjustment shall be by amendment only and duly executed by both parties and approved by the Department of General Services (if applicable).

4.

Glossary of Acronyms

Abbreviation	Definition
ACIP	Advisory Committee on Immunization Practices
CDPH	California Department of Public Health
HBsAg	Hepatitis B Surface Antigen
HBV	Hepatitis B Vaccine
VPDs	Vaccine Preventable Disease(s)

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

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

California Department of Public Health
Immunization Branch
Attn: Rossana Ordonez
850 Marina Bay Pkwy., Bldg. P, 2nd Floor
Richmond, CA 94804

- C. Invoices shall:
 - 1) Be prepared on Contractor letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent actual expenses for the service performed under this contract.
 - 2) Bear the Contractor's name as shown on the agreement.
 - 3) Identify the billing and/or performance period covered by the invoice.
 - 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this agreement. Subject to the terms of this agreement, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by CDPH.

2. Budget Contingency Clause

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

3. Prompt Payment Clause

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

Exhibit B
Budget Detail and Payment Provisions

4. Amounts Payable

- A. The amounts payable under this agreement shall not exceed:
 - 1) \$181,698 for the budget period of 07/01/11 through 06/30/12.
 - 2) \$181,698 for the budget period of 07/01/12 through 06/30/13.
- B. Reimbursement shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are performed and/or goods are received.
- C. The Contractor must maintain records reflecting actual expenditures for each state fiscal year covered by the term of this agreement.

5. Timely Submission of Final Invoice

- A. A final undisputed invoice shall be submitted for payment no more than sixty (60) calendar days following the expiration or termination date of this agreement, unless a later or alternate deadline is agreed to in writing by the program contract manager. Said invoice should be clearly marked "Final Invoice", thus indicating that all payment obligations of the State under this agreement have ceased and that no further payments are due or outstanding.
- B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written State approval of an alternate final invoice submission deadline. Written State approval shall be sought from the program contract manager prior to the expiration or termination date of this agreement.
- C. The Contractor is hereby advised of its obligation to submit, with the final invoice, a completed copy of the "Contractor's Release (Exhibit F)".

6. Expense Allowability / Fiscal Documentation

- A. Invoices, received from a Contractor and accepted and/or submitted for payment by the State, shall not be deemed evidence of allowable agreement costs.
- B. Contractor shall maintain for review and audit and supply to CDPH upon request, adequate documentation of all expenses claimed pursuant to this agreement to permit a determination of expense allowability.
- C. If the allowability or appropriateness of an expense cannot be determined by the State because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed and payment may be withheld by the State. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.

Exhibit B
Budget Detail and Payment Provisions

- D. If travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. For more information on allowable travel and per diem expenses and required documentation, see Exhibit G entitled, "Travel Reimbursement Information".

Exhibit B, Attachment I

Budget (Year 1)

(07/01/11 through 06/30/12)

I. Personnel	% of time or hours on project	Monthly salary range or hourly rate	Total
1 - Public Health Nurse II	520 hours	\$33.31 - \$40.50/hour	\$20,010.00
1 - Admin Clerk II	832 hours	\$14.67 - \$17.83/hour	\$14,668.00
1 - Health Educator	1456 hours	\$24.20 - \$29.41/hour	\$41,685.00
1 - Staff Nurse III	1372 hours	\$33.26 - \$40.43/hour	\$52,554.00
Total Personnel			\$128,917.00
II. Fringe Benefits (40% of Personnel)			\$51,567.00
III. Operating Expenses or General Expenses			
Office Supplies			\$500.00
Health Education Materials			\$0.00
Printing			\$0.00
Other			\$214.00
IV. Equipment			\$0.00
V. Travel*			\$500.00
(*The contractor shall be reimbursed for the actual claimed and invoiced)			
VI. Subcontracts			\$0.00
VII. Other Costs			\$0.00
VIII. Indirect Costs (0%)			\$0.00
Total Budget			\$181,698.00

Exhibit B, Attachment I
Budget (Year 1)
07/01/11 through 06/30/12

***Office Supplies:** \$500 is requested based in prior experience from performing this same project over the last few years. Contract activity involves working with child care and schools to conduct population assessments (i.e. immunization assessments, selective review and retrospective surveys) and working with local health depart clinic providing immunization with clinic assessments to enhance immunization rates. In addition, collaborating with birthing facilities to implement and distribute immunization education materials to new mothers.

- Supporting materials needed to implement and conduct population assessments \$200
- Supporting materials needed to enhance immunization rates \$65
- Supporting materials needed to print and copy educational materials needed to distribute to new mothers at participating birthing hospitals \$235

****Other:** \$214 is requested for Telecommunications/computing service fees which includes telephone and associated voice and data communications charges which are directly related to the individuals working on the project, as well as postage needed to distribute immunization education materials and mail reminder/recall postcards to enhance immunization clinic rates.

*****Travel -** \$500 in travel is requested. At the original start date of this project (July 2011), All travel is critical under this agreement based on the services as outlined in the SOW and is needed to ensure satisfactory completion of this agreement. Travel cost shall be based on the DPA travel rates and in order to ensure the department is in compliance with the travel ban the Contractor will be reimbursed based on actual travel claimed and invoiced per Exhibit B. 6. D. The contract's scope of work requires (per CDPH) that budgeted staff (contractor) travel to 1 mandated State Coordinators Meeting and approximately 13 – 26 different child care or school in the contractor's county to perform and conduct population assessments. Including travel to immunization related meetings or trainings.

1 trip (2 days/1 night) to Emeryville, CA for 2 people x 400 (cost is for 1 shared room and transportation (food/meals x2)) = \$400

Budgeted staff is also expected to travel within county to conduct the population assessments mileage is unknown per visit (State sends child care and school list annually). However, mileage will be calculated from Public Health location to school and return.

Budgeted staff also travel to several coalition in-county immunization related meetings/trainings and 1 immunization regional meeting. Mileage to the immunization regional meeting is unknown since location varies within region. Mileage is minimal to coalition in-county meetings/trainings.

16 trips to in-county meeting location x 1 person x \$0.55 x 4.5/miles = \$39.60

Remainder of travel cost would go toward the regional and population assessment mileage.

Exhibit B, Attachment II

Budget (Year 2)

(07/01/12 through 06/30/13)

I. Personnel	% of time or hours on project	Monthly salary range or hourly rate	Total
1 - Public Health Nurse II	520 hours	\$33.31 - \$40.50/hour	\$20,010.00
1 - Admin Clerk II	832 hours	\$14.67 - \$17.83/hour	\$14,668.00
1 - Health Educator	1456 hours	\$24.20 - \$29.41/hour	\$41,685.00
1 - Staff Nurse III	1372 hours	\$33.26 - \$40.43/hour	\$52,554.00
Total Personnel			\$128,917.00
II. Fringe Benefits (40% of Personnel)			\$51,567.00
III. Operating Expenses or General Expenses			
Office Supplies			\$500.00
Health Education Materials			\$0.00
Printing			\$0.00
Other			\$214.00
IV. Equipment			\$0.00
V. Travel*			\$500.00
(*The contractor shall be reimbursed for the actual claimed and invoiced)			
VI. Subcontracts			\$0.00
VII. Other Costs			\$0.00
VIII. Indirect Costs (0%)			\$0.00
Total Budget			\$181,698.00

Exhibit B, Attachment II
Budget (Year 2)
07/01/12 through 06/30/13

***Office Supplies:** \$500 is requested based in prior experience from performing this same project over the last few years. Contract activity involves working with child care and schools to conduct population assessments (i.e. immunization assessments, selective review and retrospective surveys) and working with local health depart clinic providing immunization with clinic assessments to enhance immunization rates. In addition, collaborating with birthing facilities to implement and distribute immunization education materials to new mothers.

- Supporting materials needed to implement and conduct population assessments \$200
- Supporting materials needed to enhance immunization rates \$65
- Supporting materials needed to print and copy educational materials needed to distribute to new mothers at participating birthing hospitals \$235

****Other:** \$214 is requested for Telecommunications/computing service fees which includes telephone and associated voice and data communications charges which are directly related to the individuals working on the project, as well as postage needed to distribute immunization education materials and mail reminder/recall postcards to enhance immunization clinic rates.

*****Travel -** \$500 in travel is requested. At the original start date of this project (July 2011), All travel is critical under this agreement based on the services as outlined in the SOW and is needed to ensure satisfactory completion of this agreement. Travel cost shall be based on the DPA travel rates and in order to ensure the department is in compliance with the travel ban the Contractor will be reimbursed based on actual travel claimed and invoiced per Exhibit B. 6. D. The contract's scope of work requires (per CDPH) that budgeted staff (contractor) travel to 1 mandated State Coordinators Meeting and approximately 13 – 26 different child care or school in the contractor's county to perform and conduct population assessments. Including travel to immunization related meetings or trainings.

1 trip (2 days/1 night) to Emeryville, CA for 2 people x 400 (cost is for 1 shared room and transportation (food/meals x2)) = \$400

Budgeted staff is also expected to travel within county to conduct the population assessments mileage is unknown per visit (State sends child care and school list annually). However, mileage will be calculated from Public Health location to school and return.

Budgeted staff also travel to several coalition in-county immunization related meetings/trainings and 1 immunization regional meeting. Mileage to the immunization regional meeting is unknown since location varies within region. Mileage is minimal to coalition in-county meetings/trainings.

16 trips to in-county meeting location x 1 person x \$0.55 x 4.5/miles = \$39.60

Remainder of travel cost would go toward the regional and population assessment mileage.

Special Terms and Conditions

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

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

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

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

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

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Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

2. Travel and Per Diem Reimbursement

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

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

3. Procurement Rules

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

a. Equipment definitions

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

- (1) **Major equipment/property:** A tangible or intangible item having a base unit cost of **\$5,000 or more** with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.
 - (2) **Minor equipment/property:** A tangible item having a base unit cost of **less than \$5,000** with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement.
- b. **Government and public entities** (including state colleges/universities and auxiliary organizations), whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through h of Provision 3. Paragraph c of Provision 3 shall also apply, if equipment purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.
 - c. **Nonprofit organizations and commercial businesses**, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment and services related to such purchases for performance under this Agreement.
 - (1) Equipment purchases shall not exceed \$50,000 annually.

inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under Paragraphs b and/or c of Provision 3 by giving the Contractor no less than 30 calendar days written notice.

4. Equipment Ownership / Inventory / Disposition

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

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

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

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

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

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

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

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

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

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

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

Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.

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

5. Subcontract Requirements

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

- a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing \$5,000 or more. Except as indicated in Paragraph a(3) herein, when securing subcontracts for services costing \$5,000, the Contractor shall obtain at least three bids or justify a sole source award.
 - (1) The Contractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.
 - (2) The State may identify the information needed to fulfill this requirement.
 - (3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:
 - (a) A local governmental entity or the federal government,
 - (b) A State college or university from any State,
 - (c) A Joint Powers Authority,
 - (d) An auxiliary organization of a California State University or a California community college,
 - (e) A foundation organized to support the Board of Governors of the California Community Colleges,
 - (f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,
 - (g) Entities of any type that will provide subvention aid or direct services to the public,
 - (h) Entities and/or service types identified as exempt from advertising in State Contracting Manual 5.80. View this publication at the following Internet address:

<http://www.ols.dgs.ca.gov/Contract+Manual/Chapters4through6.htm>

audit, and reproduction.

- c. Contractor agrees that CDPH, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896).
- d. The Contractor and/or Subcontractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.
 - (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
 - (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- e. The Contractor and/or Subcontractor shall comply with the above requirements and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code § 10115.10, if applicable.
- f. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.
- g. The Contractor shall, if applicable, comply with the Single Audit Act and the audit reporting requirements set forth in OMB Circular A-133.

8. Site Inspection

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

9. Federal Contract Funds

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

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
- b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this

- (5) Contractor further agrees to assist and cooperate with CDPH in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce CDPH's Intellectual Property rights and interests.

b. Retained Rights / License Rights

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

c. Copyright

- (1) Contractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to CDPH to any work product made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.
- (2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, shall include CDPH's notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2007, etc.], Department of Public Health. This material may not be reproduced or disseminated without prior written permission from the Department of Public Health." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

d. Patent Rights

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

e. Third-Party Intellectual Property

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining

representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of CDPH's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. CDPH reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against CDPH.

- (2) Should any Intellectual Property licensed by the Contractor to CDPH under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve CDPH's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to CDPH. CDPH shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for CDPH to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, CDPH shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.
- (3) Contractor agrees that damages alone would be inadequate to compensate CDPH for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges CDPH would suffer irreparable harm in the event of such breach and agrees CDPH shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

h. Federal Funding

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

i. Survival

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

11. Air or Water Pollution Requirements

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

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

12. Prior Approval of Training Seminars, Workshops or Conferences

Contractor shall obtain prior CDPH approval of the location, costs, dates, agenda, instructors, instructional

- (2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.
- b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).
- c. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.
- d. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Program Contract Manager.
- e. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the CDPH Program Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

16. Financial and Compliance Audit Requirements

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

17. Human Subjects Use Requirements

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

By signing this Agreement, Contractor agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

18. Novation Requirements

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

19. Debarment and Suspension Certification

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

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

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

29. Union Organizing

(Applicable only to grant agreements.)

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

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

30. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

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

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

- (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
 - (b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
 - (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- (4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.
- (5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDPH Program Contract Manager.

b. Prohibition

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

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
0348-0048

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

Exhibit E
Additional Provisions

1. Additional Incorporated Exhibits

- A. The following documents and any subsequent updates are not attached, but are incorporated herein and made a part hereof by this reference. These documents may be updated periodically by CDPH, as required by program directives. CDPH shall provide the Contractor with copies of said documents and any periodic updates thereto under separate cover. CDPH will maintain on file, all documents referenced herein and any subsequent updates.
- 1) Immunization Assessment of Child Care and Kindergarten Enrollees and Review of Child Care Centers and Kindergarten Schools, developed by CDPH Immunization Branch, 2004.
 - 2) Vaccine Adverse Events Reporting System, developed by the Centers for Disease Control and Prevention.

2. Cancellation / Termination

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

3. Freeze Exemptions

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

Exhibit E
Additional Provisions

- C. Contractor agrees that any travel freeze or travel limitation policy adopted during the term of this contract shall not restrict travel funded, in whole or part, by this contract.
- D. Contractor agrees that any purchasing freeze or purchase limitation policy adopted during the term of this contract shall not restrict or limit purchases funded, in whole or part, by this contract.

Contractor's Release

Instructions to Contractor:

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

Submission of Final Invoice

Pursuant to contract number 11-10571 entered into between the State of California Department of Public Health (CDPH) and the Contractor (identified below), the Contractor does acknowledge that final payment has been requested via invoice number(s) _____, in the amount(s) of \$ _____ and dated _____

If necessary, enter "See Attached" in the appropriate blocks and attach a list of invoice numbers, dollar amounts and invoice dates.

Release of all Obligations

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

Repayments Due to Audit Exceptions / Record Retention

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

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

Recycled Product Use Certification

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

Reminder to Return State Equipment/Property (If Applicable)

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

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

Patents / Other Issues

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

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

Contractor's Legal Name (as on contract): County of Stanislaus

Signature of Contractor or Official Designee: _____ Date: _____

Printed Name/Title of Person Signing: _____

CDPH Distribution: Accounting (Original) Program

Travel Reimbursement Information
(Mileage Reimbursement Increase Effective 7/1/11)

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

(1) Lodging (with receipts*):

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

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

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

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

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

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

Travel Reimbursement Information (Continued)

Exhibit G

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

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

3. For transportation expenses, the contractor must retain receipts for parking; taxi, airline, bus, or rail tickets; car rental; or any other travel receipts pertaining to each trip for attachment to an invoice as substantiation for reimbursement. Reimbursement may be requested for commercial carrier fares; private car mileage; parking fees; bridge tolls; taxi, bus, or streetcar fares; and auto rental fees when substantiated by a receipt.
4. **Note on use of autos:** If a contractor uses his/her or a company car for transportation, the rate of reimbursement will be **55.5 cents** maximum per mile. If a contractor uses his/her or a company car "in lieu of" airfare, the air coach fare will be the maximum paid by the State. The contractor must provide a cost comparison upon request by the State. Gasoline and routine automobile repair expenses are not reimbursable.
5. The contractor is required to furnish details surrounding each period of travel. Travel expense reimbursement detail may include, but not be limited to: purpose of travel, departure and return times, destination points, miles driven, mode of transportation, etc. Reimbursement for travel expenses may be withheld pending receipt of adequate travel documentation.
6. Contractors are to consult with the program with which the contract is held to obtain specific invoicing procedures.

Per Diem Reimbursement Guide

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