

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

REGISTRATION NUMBER	AGREEMENT NUMBER
	13-20348

- 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 Monterey
- The term of this Agreement is: July 1, 2013 through June 30, 2015
- The maximum amount of this Agreement is: \$ 321,208
 Three Hundred Twenty-One Thousand Two Hundred Eight 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	27 pages
Exhibit B – Budget Detail and Payment Provisions	3 pages
Exhibit B, Attachment I – Budget (Year 1)	1 page
Exhibit B, Attachment II – Budget (Year 2)	1 page
Exhibit C * – General Terms and Conditions	GTC 610
Exhibit D (S) – Special Terms and Conditions (Attached hereto as part of this agreement)	18 pages
Exhibit E – Additional Provisions	2 pages
Exhibit F – Travel Reimbursement Information	2 pages
Exhibit G – Contractor's Release	1 page



RISK MANAGEMENT
 COUNTY OF MONTEREY
 APPROVED AS TO INDEMNITY/
 INSURANCE LANGUAGE

By: 
 Date: 10/10/13

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	
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) County of Monterey	
BY (Authorized Signature) 	DATE SIGNED (Do not type)
PRINTED NAME AND TITLE OF PERSON SIGNING Ray Bullick, Director of Health	
ADDRESS 1270 Natividad Rd. Salinas, CA 93906	

California Department of General Services Use Only	
Reviewed as to fiscal provisions	
BY (Authorized Signature) 	DATE SIGNED (Do not type) 10-4-13
PRINTED NAME AND TITLE OF PERSON SIGNING Yolanda Murillo, Chief, Contracts Management Unit	
Auditor-Controller County of Monterey	
APPROVED AS TO FORM AND LEGALITY	
	
DEPUTY COUNTY COUNSEL MONTEREY	


STATE OF CALIFORNIA	
AGENCY NAME California Department of Public Health	
BY (Authorized Signature) 	DATE SIGNED (Do not type) 10-4-13
PRINTED NAME AND TITLE OF PERSON SIGNING Yolanda Murillo, Chief, Contracts Management Unit	
ADDRESS 1616 Capitol Avenue, Suite 74.317, 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.

This is a subvention contract pursuant to Welfare and Institutions Code Section 18285 to address child health and safety concerns via local assistance funds. The contractor will develop, implement, and evaluate small-scale, low-cost educational interventions with underserved schools in the Monterey Peninsula Unified School District. These interventions will build community and local agency support for Safe Routes to School (SRTS) programs. With recent cuts to federal SRTS funding, implementation of low-cost and effective educational programs is critical to engaging more communities in SRTS to improve the safety of California's children. The goal of the project is to build school interest and capacity to conduct year-round interventions to improve safety for walking and bicycling surrounding school campuses. Interventions will focus on improving safety rather than simply encouraging walking and bicycling.

2. Service Location

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

3. Service Hours

The services shall be provided during normal Contractor working hours, Monday through Friday, excluding state observed holidays.

4. Project Representatives

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

California Department of Public Health Stacy Alamo Mixson Telephone: (916) 552-9852 Fax: (916) 552-9810 Email: stacy.alamo@cdph.ca.gov	Monterey County Health Department Ray Bullick, Director of Health Telephone: (831) 755-4500 Fax: (831) 755-4797 Email: BullickR@co.monterey.ca.us
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Exhibit A
Scope of Work

B. Direct all inquiries to:

California Department of Public Health Chronic Disease and Injury Control Section Attention: Stacy Alamo Mixson Mail Station Code 7214 1616 Capitol Avenue, Suite 74.436 P.O. Box Number 997377 Sacramento, CA 95899-7377 Telephone: (916) 552-9885 Fax: (916) 552-9812 Email: Lisa.Rawson@cdph.ca.gov	Monterey County Health Department Attention: Rose Vasquez 1270 Natividad Road Salinas, CA 93906 Telephone: (831) 755-4541 Fax: (831) 755-9586 Email: VasquezRM@co.monterey.ca.us
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C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement.

5. See the following pages for a detailed description of the services to be performed.

Exhibit A
Scope of Work
Year 1
July 1, 2013 --June 30, 2014

Goal 1: To make walking and bicycling safer for students at five elementary schools in the Seaside area (Martin Luther King Jr., Ord Terrace, Del Rey Woods, and Highland) and the Marina area (Marina Vista) in order to increase walking and bicycling to those schools and in the community.

Objective 1: By December 31, 2013, each of the five schools will have one kick-off Safe Routes to School (SRTS) event at each of the five school sites in order to publicize the start of the contract.

Major Functions, Tasks, and Activities	Time Line	Responsible Party	Performance Measure and/or Deliverables
1.1 Attend one-day contractor meeting in Sacramento, California.	Dec '13	1.1 HPC, CDPC	1.1 Agenda of contractor meeting.
1.2 Attend at least one school site council meeting, Parent Teacher Association (PTA), or English Learner Advisory Committee (ELAC) meeting at each of the five schools to introduce SRTS program and give contract overview.	Dec '13	1.2 CDPC	1.2 Agenda of meetings.
1.3 Select SRTS kick-off event type and date for each of the five schools with the help of school principals and school site councils.	Dec '13	1.3 CDPC	1.3 Record of kick-off calls and notes of meeting discussions with the five schools.
1.4 Advertise the respective SRTS kick-off events in the five schools to parents and community.	Dec '13	1.4 CDPC	1.4 Copies of fliers and press releases from the five SRTS kick-off events.
1.5 Conduct SRTS kick-off events at the five schools.	Dec '13	1.5 HPC, CDPC	1.5 Photos/records of the activities from each event.

Responsible Positions:

Chronic Disease Prevention Coordinator: CDPC
Health Program Coordinator: HPC
Marina Police Department: Marina PD

Safe Routes to School Leader: SRTSL
Seaside Police Department: Seaside PD

Exhibit A
Scope of Work
Year 1
July 1, 2013 –June 30, 2014

Objective 2: By December 31, 2013, a Safe Routes to School Leader (SRTSL) will be established at each of the five schools to promote the SRTS program at each school and to be able to continue the SRTS program after the contract.

Major Functions, Tasks, and Activities	Time Line	Responsible Party	Performance Measure and/or Deliverables
2.1 Identify one staff person at each of the five schools to act as the SRTSL. Staff must be administrative personnel or teacher's assistants who will act as SRTS coordinators at each school, distribute SRTS fliers and information, coordinate and schedule SRTS events such as Walk N Roll days, and serve as SRTS liaisons and supporters at each school.	Oct '13	2.1 HPC, CDPC	2.1 Names of staff who will be SRTSLs.
2.2 Conduct an SRTSL training on the SRTS program and SRTSL duties. Training to include an overview of the SRTS program and background, and a review of pedestrian and bicycle safety.	Dec '13	2.2 HPC, CDPC	2.2 Schedule of training and copy of SRTSL training materials.

Exhibit A
Scope of Work
Year 1
July 1, 2013 –June 30, 2014

Objective 3: By December 31, 2013, create and distribute SRTS educational packets to teach pedestrian and bicycle safety for every elementary school teacher in each of the five schools in order to provide resources and traffic safety teaching aids for teachers.

Major Functions, Tasks, and Activities	Time Line	Responsible Party	Performance Measure and/or Deliverables
3.1 Order and print SRTS educational materials.	Oct '13	3.1 CDPC	3.1 Order and print receipts.
3.2 Distribute SRTS educational materials to teachers at each of the five schools.	Dec '13	3.2 SRTSL, CDPC	3.2 List of schools and teachers who received the SRTS educational materials.
3.3 Distribute and collect SRTS educational materials feedback/evaluation forms.	Dec '13	3.3 SRTSL	3.3 Summary of feedback from evaluation forms.

Exhibit A
Scope of Work
Year 1
July 1, 2013 –June 30, 2014

Objective 4: By December 31, 2013, conduct a half-day *Introduction to SRTS Community Workshop* to educate the community, school officials and representatives, SRTLS, and the public about SRTS.

Major Functions, Tasks, and Activities	Time Line	Responsible Party	Performance Measure and/or Deliverables
4.1 Work with SRTS Technical Assistance Resource Center (TARC) Project Coordinator, Monterey Peninsula Unified School District (MPUSD), and project staff to determine time and location for the half-day <i>Introduction to SRTS Community Workshop</i> .	Dec '13	4.1 HPC, CDPC, SRTSL	4.1 Copy of schedule.
4.2 Gather and print materials that explain how SRTS programs benefit the community for distribution and publicity, with the goal of registering at least eight participants, including community members, representatives from each of the five schools, a representative from MPUSD superintendent offices, and parents and interested community members.	Dec '13	4.2 HPC, CDPC	4.2 Copies of materials and list of registered participants.
4.3 Present the <i>Introduction to SRTS Community Workshop</i> , which offers an overview of the national philosophy and approach to SRTS.	Dec '13	4.3 HPC, CDPC	4.3 Agenda and list of participants.

Exhibit A
Scope of Work
Year 1
July 1, 2013 –June 30, 2014

Objective 5: By June 30, 2014, the Seaside Police Department (Seaside PD) will conduct 100 intensive traffic safety and neighborhood safety patrols around the four intervention schools in Seaside (Martin Luther King, Jr., Ord Terrace, Del Rey, and Highland Elementary) during school hours in order to insure the safety of students and educate drivers about traffic safety.

Major Functions, Tasks, and Activities	Time Line	Responsible Party	Performance Measure and/or Deliverables
5.1 Analyze local and state pedestrian and bicycle collision data to assess pedestrian and bicycle collisions and injuries in proximity to each of the four Seaside schools.	Sep '13	5.1 HPC, CDPC	5.1 Copy of local data as well as Office of Traffic Safety (OTS) and Transportation Injury Mapping System (TIMS) information.
5.2 Send letter to parents at the four intervention schools to inform them that the increased traffic and neighborhood safety patrols are to insure the safety of their children around schools.	Sep '13	5.2 HPC, CDPC	5.2 Copy of letter.
5.3 Conduct traffic enforcement and neighborhood safety traffic patrols in the vicinity of the four schools at least once a week around each school during or before drop-off and pick-up times.	Dec '13	5.3 Seaside PD	5.3 Schedules of patrols and invoices for enforcement.
5.4 Track number of stops/tickets made during enforcement and safety patrols.	Jun '14	5.4 Seaside PD	5.4 Documentation of stops and tickets.
5.5 Participate in SRTS committees and act as advisor and community liaison for traffic and neighborhood safety issues.	Jun '14	5.5 Seaside PD	5.5 SRTS committee rosters, and details of written and verbal advisements.

Exhibit A
Scope of Work
Year 1
July 1, 2013 ~June 30, 2014

Objective 6: By June 30, 2014, the Marina Police Department (Marina PD) will conduct 40 intensive traffic and neighborhood safety patrols around the intervention school (Marina Vista Elementary) in Marina during school hours and scheduled school days in order to insure the safety of the students and to educate drivers about traffic safety.

Major Functions, Tasks, and Activities	Time Line	Responsible Party	Performance Measure and/or Deliverables
6.1 Analyze local and state pedestrian and bicycle collision data to assess pedestrian and bicycle collisions and injuries in proximity to Marina Vista Elementary School in Marina.	Sep '13	6.1 HPC, CDPC	6.1 Copy of local data as well as Office of Traffic Safety (OTS) and Transportation Injury Mapping System (TIMS) information.
6.2 Send letter to parents at Marina Vista Elementary School in Marina to inform them that the increased traffic and neighborhood safety patrols are to insure the safety of their children around schools.	Sep '13	6.2 HPC, CDPC	6.2 Copy of letter.
6.3 Conduct traffic enforcement and neighborhood safety patrols in the vicinity of Marina Vista Elementary School at least once a week around the school during or before drop-off and pick-up times.	Dec '13	6.3 Marina PD	6.3 Schedules of patrols and invoices for enforcement.
6.4 Track number of stops/tickets made by Marina PD during traffic enforcement and neighborhood safety patrols.	Jun '14	6.4 Marina PD	6.4. Documentation of stops and tickets.
6.5 Participate in SRTS committees and act as advisor and community liaison for traffic and neighborhood safety issues.	Jun '14	6.5 Marina PD	6.5 SRTS Committee rosters, details of written and verbal advisements.

Exhibit A
Scope of Work
Year 1
July 1, 2013 –June 30, 2014

Objective 7: By June 30, 2014, all five schools will complete Walkability Checklists to evaluate the walkability around the schools.

Major Functions, Tasks, and Activities	Time Line	Responsible Party	Performance Measure and/or Deliverables
7.1 Contact principals and/or attend school site council and ELAC meetings at each of the five schools to explain the Walkability Checklists and discuss distribution to parents and students.	Dec '13	7.1 CDPC, SRTSL	7.1 Contact dates, copy of Walkability Checklists in English and Spanish.
7.2 Distribute Walkability Checklists at each of the five intervention schools. Request that students and parents include photographs that are taken during the Walkability Checklist activity.	Feb '14	7.2 CDPC, SRTSL	7.2 Copy of Walkability Checklists.
7.3 Collect Walkability Checklists and photographs from all five schools.	Apr '14	7.3 CDPC, SRTSL	7.3 Schedule of collection dates, copies of completed Walkability Checklists and photographs.
7.4 Tabulate assessment forms and write assessment summary for each school.	May '14	7.4 HPC, CDPC	7.4 Copy of reports that include the tabulated walkability forms and summaries.
7.5 Conduct meetings and teleconferences with principals and all school site councils and/or ELACs from each of the five schools, public works and city managers office representatives, and SRTS committees to discuss walkability assessment summaries, including problems that parents and students identify.	Jun '14	7.5 HPC, CDPC	7.5 Copy of meeting agendas and schedules, issues addressed, and questions and answers that arose during the meetings and teleconferences.

Exhibit A
Scope of Work
Year 1
July 1, 2013 –June 30, 2014

Objective 8: By June 30, 2014, Safe Moves, a subcontractor that uses a mock town for hands on practice on school property and can loan bicycles to students who need them, will conduct five interactive pedestrian and bicycle safety assemblies and/or age-appropriate classroom presentations and hands-on pedestrian/bike rodeos at each of the intervention schools for grades K-5 in Seaside and Marina in order to educate students about pedestrian and bicycle safety.

Major Functions, Tasks, and Activities	Time Line	Responsible Party	Performance Measure and/or Deliverables
8.1 In collaboration with school principals, determine for each of the five schools the format (assemblies and/or classroom presentations), curriculum materials, instruction schedules, and evaluation activities, for each of the five schools.	Oct '13	8.1 CDPC, SRTSL, Safe Moves	8.1 Meeting agendas, emails.
8.2 Create instruction schedules for each of the five schools that include four to five activities, key dates and times, selected education formats, curriculum/materials/content, and evaluation measures.	Dec '13	8.2 Safe Moves, SRTSL	8.2 Instruction schedules for each of the five schools. Promotional materials/flyers for events and activities.
8.3 Conduct pedestrian and bicycle safety assemblies and/or age-appropriate classroom presentations and pedestrian/bike rodeos at the five intervention schools according to the instruction schedule.	Jun '14	8.3 Safe Moves	8.3 Schedule and copies of presentations and photos, number of students served, evaluation activity results.

Exhibit A
Scope of Work
Year 1
July 1, 2013 –June 30, 2014

Objective 9: By June 30, 2014, Boys and Girls Club will train at least six peer educators who will be capable of giving presentations to elementary students in after school programs to reinforce traffic safety knowledge of students.

Major Functions, Tasks, and Activities	Time Line	Responsible Party	Performance Measure and/or Deliverables
9.1 Select six to ten older Boys and Girls Club children who will be trained to be peer educators in pedestrian and bicycle safety, decide on the safety training format, curriculum materials, instruction schedules, and evaluation activities.	Feb '14	9.1 Boys and Girls Club, CDPC	9.1 List of selected peer educators, copies of instruction schedule identifying key dates and times, education formats and accompanying curriculum/materials/content, and evaluation measures.
9.2 Conduct training of Boys and Girls Club peer educators. Boys and Girls Club members will help create mock stop signs, pretend stop lights, crosswalks, and props for pedestrian and bicycle safety in order to make the presentations more real and hands on.	Apr '14	9.2 Boys and Girls Club, CDPC	9.2 Schedule of training, and copies of training materials, pictures of mock stop signs and pedestrian and bike safety props.
9.3 Boys and Girls club peer educators conduct at least one training at the Boys and Girls Club with younger children and staff in order to practice and receive feedback to improve the presentation and training.	Jun '14	9.3 Boys and Girls Club, CDPC	9.3 Schedule of training and evaluation results of training.

Exhibit A
Scope of Work
Year 1
July 1, 2013 –June 30, 2014

Objective 10: By June 30, 2014, conduct four quarterly all-site teleconferences to share resources, discuss challenges, and update schools and the community on the progress of the contract.

Major Functions, Tasks, and Activities	Time Line	Responsible Party	Performance Measure and/or Deliverables
10.1 Contact principals, schools site council members, coalition members, and community members about participating in the quarterly teleconference meeting.	Sep '13	10.1 HPC, CDPC, SRTSL	10.1 Contact list, dates, and copies of emails for each of the five schools.
10.2 Set date and hold first all-site teleconference to share resources, discuss challenges, and update schools and the community on the progress of the SRTS contract.	Sep '13	10.2 HPC, CDPH	10.2 Agenda list to be discussed during the call, notes and questions and answers that were addressed during the teleconference.
10.3 Conduct three quarterly teleconferences to share resources, discuss challenges, and update schools and the community on the progress of the contract.	Jun '14	10.3 HPC, CDPH	10.3 List of dates for teleconferences and schedules that include issue lists to be discussed during calls, notes and questions and answers that were addressed during teleconferences.

Exhibit A
Scope of Work
Year 1
July 1, 2013 –June 30, 2014

Objective 11: By June 30, 2014 conduct at least two Parent Patrol and/or Neighborhood Watch activities in Marina and Seaside in order to make neighborhoods safer for students and the community to walk, bicycle, and be active.

Major Functions, Tasks, and Activities	Time Line	Responsible Party	Performance Measure and/or Deliverables
11.1 Advertise via fliers and by talking to PTAs, school site councils, and local businesses in both communities about forming a Parent Patrol and/or Neighborhood Watch.	Mar '14	11.1 HPC, CDPC, SRTSL	11.1 Copy of fliers in English and Spanish, and dates of school site/PTA meetings.
11.2 Schedule first orientation meeting for parents in both communities to explain Parent Patrol and Neighborhood Watch, and send out press releases to the media about the meeting.	Mar '14	11.2 HPC, CDPH	11.2 Meeting schedule, copies of materials in English and Spanish, copies of press releases.
11.3 Conduct at least two organized Parent Patrol/Neighborhood Watch activities in both communities such as watering gardens or sitting outside when children walk to and from school.	Jun '14	11.3 HPC, CDPH	11.3 Dates, times, and location of activities.

Exhibit A
Scope of Work
Year 1
July 1, 2013 ~June 30, 2014

Objective 12: By June 30, 2014, hold two Walk N Roll to School events at three to five of the intervention school sites in Seaside and Marina.

Major Functions, Tasks, and Activities	Time Line	Responsible Party	Performance Measure and/or Deliverables
12.1 Schedule Walk N Roll to School events with schools and communities in October and May to coincide with International Walk to School Day/Month and Bike Month in May.	Mar '14	12.1 CDPC, SRTSL	12.1 Copy of Walk N Roll schedules.
12.2 Send Walk N Roll event fliers and notices to parents of all five schools explaining the Walk N Roll events, including safety and logistical information.	Apr '14	12.2 CDPC, SRTSL	12.2 Copies of promotional fliers in English and Spanish.
12.3 Provide supporting educational materials, such as activity books and coloring books, to students at the five schools teaching pedestrian and bicycle safety.	Apr '14	12.3 CDPC, SRTSL	12.3 Copies of educational materials.
12.4 Hold Walk N Roll events at three to five schools.	May '14	12.4 CDPC, SRTSL	12.4 Documentation indicating number of students participating, copies of media coverage.

Exhibit A
Scope of Work
Year 1
July 1, 2013 –June 30, 2014

Objective 13: By June 30, 2014, the five intervention schools will complete the National SRTS student tallies and parent surveys to evaluate the number of students walking and bicycling to school and perceived safety risks.

Major Functions, Tasks, and Activities	Time Line	Responsible Party	Performance Measure and/or Deliverables
13.1 Distribute and collect National SRTS student tallies and parent surveys at the five intervention schools.	Dec '13	13.1 CDPH, SRTSL	13.1 Receipt of tallies and surveys.
13.2 Mail collected tallies and surveys to National SRTS data collection office.	Dec '13	13.2 CDPH, SRTSL	13.2 Notice of receipt of tallies and surveys by National SRTS.

Exhibit A
Scope of Work
Year 1
July 1, 2013 ~June 30, 2014

Objective 14: By June 30, 2014, convene at least two SRTS Committee meetings in order to get input, feedback, and collaboration for the SRTS Program from MPUUSD, Seaside PD, Marina PD, parents, and the communities of Seaside and Marina.

Major Functions, Tasks, and Activities	Time Line	Responsible Party	Performance Measure and/or Deliverables
14.1 Recruit and convene members from Seaside PD, Marina PD, public works, the five schools, and the community to form school and district-wide parent- and neighborhood- driven SRTS committees to discuss issues that affect safe walking to school and in the neighborhoods.	Sep '13	14.1 HPC, CDPC, SRTSL	14.1 Copy of meeting schedules, agendas schedules, and meeting minutes.
14.2 Discuss ongoing progress and how SRTS will be sustained after the contract conclusion. Committee discussion topics may also include identifying infrastructure issues, need for traffic enforcement, and identifying neighborhood crime problems and communicating their needs to city officials, police departments, and public works.	Jun '14	14.2 CDPC	14.2 Copy of meeting schedules, agendas schedules, and meeting minutes.

Exhibit A
Scope of Work
Year 1
July 1, 2013 –June 30, 2014

Objective 15: By June 30, 2014, complete all SRTS contract requirements including timely and complete invoices, progress reports, regular communication with program manager, immediately reporting any barriers or challenges, and maintain documentation of all SRTS related fiscal and Scope of Work (SOW) activities.

Major Functions, Tasks, and Activities	Time Line	Responsible Party	Performance Measure and/or Deliverables
15.1 Attend mandatory contractor meeting with the California Department of Public Health (CDPH) staff and other Kid's Plates Paving the Way awardees to review programmatic and reporting requirements.	Dec '13	15.1 HPC, CDPC	15.1 Copy of activity/event schedules, meeting minutes.
15.2 Participate in quarterly teleconferences with CDPH staff for guidance and assistance.	Jun '14	15.2 CDHP, CDPC	15.2 Copy of agenda and meeting minutes.
15.3 Submit Progress/Financial report to CDPH. Progress report will include a narrative on the status of the achieving objectives, special accomplishments and challenges, process evaluation information, preliminary outcome evaluation results and support documentation. Financial report will show actual and projected expenditures.	Dec '13	15.3 HPC, CDPC	15.3 Copy of submitted Progress/Financial Reports.
15.4 Submit Progress/Financial report to CDPH.	Jun '14	15.4 HPC, CDPC	15.4 Copy of submitted Progress/Financial Reports.
15.5 Submit required Annual Report due to CDPH. The annual report will include a narrative on the status of achieving objectives, special accomplishments and challenges, process evaluation information, and outcome evaluation results.	Jun '14	15.5 HPC, CDPC	15.5 Copy of submitted Annual Report.

Exhibit A
Scope of Work
Year 2
July 1, 2014 – June 30, 2015

Goal 1: To make walking and bicycling safer for students at five elementary schools in the Seaside area (Martin Luther King Jr., Ord Terrace, Del Rey Woods, and Highland) and the Marina area (Marina Vista) in order to increase walking and bicycling to those schools and in the community.

Objective 1: By June 30, 2015, convene at least three SRTS Committee meetings in order to get input, feedback, and collaboration for the SRTS Program from MPUUSD, Seaside PD, Marina PD, parents, and the communities of Seaside and Marina.

Major Functions, Tasks, and Activities	Time Line	Responsible Party	Performance Measure and/or Deliverables
1.1 Advertise meeting and recruit additional members from Seaside PD, Marina PD, public works, schools, parents, and communities to serve on SRTS Committees.	Sep '14	1.1 HPC, CDPC, SRTSL	1.1 Copy of meeting schedules, agendas schedules, and meeting minutes.
1.2 Discuss ongoing progress, challenges, coordinate resources, and discuss how to improve the SRTS effort.	Jun '15	1.2 CDPC	1.2 Copy of meeting schedules, agendas schedules, and meeting minutes.

Exhibit A
Scope of Work
Year 2
July 1, 2014 –June 30, 2015

Objective 2: By June 30, 2015, Seaside PD will conduct 100 intensive traffic safety and neighborhood safety patrols around the four intervention schools in Seaside (Martin Luther King Jr, Ord Terrace, Del Rey, Highland Elementary) during school hours in order to insure the safety of students and educate drivers about traffic safety.

Major Functions, Tasks, and Activities	Time Line	Responsible Party	Performance Measure and/or Deliverables
2.1 Analyze local and state pedestrian and bicycle collision data to assess pedestrian and bicycle collisions and injuries in proximity to each of the four Seaside schools.	Sep '14	2.1 HPC, CDPC	2.1 Copy of local data as well as OTS and TIMS information.
2.2 Send out a reminder letter to parents at the four intervention schools in Seaside advising them that the increased traffic and neighborhood safety patrols are to insure the safety of their children around schools.	Sep '14	2.2 HPC, CDPC	2.2 Copy of letter sent out to parents
2.3 Conduct police traffic enforcement and neighborhood safety traffic patrols in the vicinity of the four intervention schools in Seaside at least once a week around each school and during or before drop-off and pick-up times.	Jun '15	2.3 Seaside PD	2.3 Schedules of patrols/invoices for enforcement.
2.4 Track number of stops/tickets made during enforcement and safety patrols.	Jun '15	2.4 Seaside PD	2.4 Documentation of stops and tickets.
2.5 Participate in SRTS committees and act as advisor and community liaison for traffic and neighborhood safety issues.	Jun '15	2.5 Seaside PD	2.5 SRTS committee rosters and details of written and verbal advisements.

Exhibit A
Scope of Work
Year 2
July 1, 2014 –June 30, 2015

Objective 3: By June 30, 2015, Marina PD will conduct 40 intensive traffic and neighborhood safety patrols around the intervention school (Marina Vista Elementary) in Marina during school hours and scheduled school days in order to insure the safety of the students and to educate drivers about traffic safety.

Major Functions, Tasks, and Activities	Time Line	Responsible Party	Performance Measure and/or Deliverables
3.1 Analyze local and state pedestrian and bicycle collision data to assess pedestrian and bicycle collisions and injuries in proximity to Marina Vista Elementary School in Marina.	Sep '14	3.1 HPC, CDPC	3.1 Copy of local data as well as OTS and TIMS information.
3.2 Send out a reminder letter to parents at Marina Vista Elementary School in Marina letting them know that the increased traffic and neighborhood safety patrols are to insure the safety of their children around schools.	Sep '14	3.2 HPC, CDPC	3.2 Copy of letter in English and Spanish.
3.3 Conduct traffic enforcement and neighborhood safety patrols in the vicinity of Marina Vista Elementary School at least once a week around each school during or before drop-off and pick-up times.	Jun '15	3.3 Marina PD	3.3 Schedules of patrols/invoices for enforcement.
3.4 Track number of stops/tickets made during traffic enforcement and neighborhood safety patrols.	Jun '15	3.4 Marina PD	3.4. Documentation of PD stops and tickets.
3.5 Participate in SRTS committees and act as an advisor and community liaison for pedestrian and traffic safety issues.	Jun '15	3.5 Marina PD	3.5 SRTS Committee rosters, details of written and verbal advisements.

Exhibit A
Scope of Work
Year 2
July 1, 2014 –June 30, 2015

Objective 4: By June 30, 2015, Boys and Girls Club will provide at least four peer-led pedestrian and bicycle safety presentations to elementary students in after school programs in order to reinforce and review traffic safety skills and knowledge.

Major Functions, Tasks, and Activities	Time Line	Responsible Party	Performance Measure and/or Deliverables
4.1 Boys and Girls Club peer educators review and practice pedestrian and bicycle safety presentations and enhance leadership and teaching skills with Boys and Girls Staff and Boys and Girls Club younger children.	Sep '14	4.1 HPC, CDPC, Boys and Girls Club	4.1 Schedule of peer educator practice dates.
4.2 Schedule and conduct bicycle and safety presentations for at least four after school programs.	Jun '15	4.2 CDPC, Boys and Girls Club, SRTSL	4.2 Schedule of peer educator presentation dates, photographs, and evaluation results of training.

Exhibit A
Scope of Work
Year 2
July 1, 2014 –June 30, 2015

Objective 5: By June 30, 2015, conduct at least three Parent Patrol and/or Neighborhood Watch activities in Marina and Seaside in order to make neighborhoods safer for students and the community to walk, bike, and be active.

Major Functions, Tasks, and Activities	Time Line	Responsible Party	Performance Measure and/or Deliverables
5.1 Schedule and advertise Parent Patrol/Neighborhood Watch meeting in both communities to discuss challenges, barriers, progress and ways to improve it.	Sep '14	5.1 HPC, CDPC, SRTSL	5.1 Copy of fliers in English and Spanish and dates of meetings.
5.2 Conduct at least three organized Parent Patrol/Neighborhood Watch activities in both communities such as watering gardens or sitting outside when children walk to and from school.	Jun '15	5.2 HPC, CDPC	5.2 Schedule of activities, photos of Parent Patrol activities.

Exhibit A
Scope of Work
Year 2
July 1, 2014 –June 30, 2015

Objective 6: By June 30, 2015, hold two Walk N Roll to School events at three to five of the intervention school sites in Seaside and Marina.

Major Functions, Tasks, and Activities	Time Line	Responsible Party	Performance Measure and/or Deliverables
6.1 Schedule Walk N Roll to School events with schools and communities in October and May to coincide with International Walk to School Day/Month and Bike Month in May.	Mar '15	6.1 CDPC, SRTSL	6.1 Copy of Walk N Roll schedules.
6.2 Send out Walk N Roll event fliers and notices to parents of all schools explaining the Walk N Roll events with safety and logistical information.	Apr '15	6.2 CDPC, SRTSL	6.2 Copies of promotional fliers in English and Spanish.
6.3 Provide supporting educational materials, such as activity books and coloring books, to students at the five schools teaching pedestrian and bicycle safety.	Apr '15	6.3 CDPC, SRTSL	6.3 Copies of educational materials.
6.4 Hold Walk N Roll events at the three to five schools.	May '15	6.4 CDPC, SRTSL	6.4 Documentation indicating number of students participating, copies of any media coverage.

Exhibit A
Scope of Work
Year 2
July 1, 2014 –June 30, 2015

Objective 7: By June 30, 2015, schedule at least one poster contest on pedestrian and bicycle safety at each of the five schools to reinforce traffic safety messages and encourage walking and bicycling to school.

Major Functions, Tasks, and Activities	Time Line	Responsible Party	Performance Measure and/or Deliverables
7.1 Schedule contests with principals and school administrators at all five schools, offering information about the goals of the contest (to reinforce and facilitate bicycle, pedestrian, helmet, and crosswalk safety education) and a written explanation of the contest (e.g. that drawing and painting of bicycle and pedestrian safety rules is an easy, low-tech way to reinforce traffic safety messages) and promotional information for distribution.	Mar '15	7.1 CDPC, SRTSL	7.1 Copies of emails and telephone calls to schools.
7.2 Send out reminder list to classroom teachers at all five schools including topics for posters, such as bicycle, pedestrian, helmet, and crosswalk safety education.	Apr '15	7.2 CDPC, SRTSL	7.2 Copies of reminder lists.
7.3 Conduct contest at each of the five intervention schools.	May '15	7.3 CDPC, SRTSL	7.3 List of contest dates.
7.4 Judge posters based on safety message and creativity. Select winners. Send out press releases naming winners. Showcase posters at schools and other venues to promote traffic safety.	Jun '15	7.4 CDPC, SRTSL	7.4 Pictures of winning posters, list of venues where posters are showcased.

Exhibit A
Scope of Work
Year 2
July 1, 2014 – June 30, 2015

Objective 8: By June 30, 2015, conduct four quarterly all-site teleconferences to share resources, discuss challenges, and update schools and the community on the progress of the contract.

Major Functions, Tasks, and Activities	Time Line	Responsible Party	Performance Measure and/or Deliverables
8.1 Contact principals, schools site council members, coalition members and community members about continued participation in the quarterly teleconference meeting.	Sep '14	8.1 HPC, CDPC, SRTSL	8.1 Contact list and dates, and copies of emails for each of the five schools.
8.2 Set date and hold an all-site teleconference to share resources, discuss challenges, and update schools and the community on the progress of the SRTS contract.	Sep '14	8.2 HPC, CDPC	8.2 Agenda list to be discussed during the call, notes and questions and answers that were addressed during the teleconference.
8.3 Hold three quarterly teleconferences to share resources, discuss challenges, and update schools and the community on the progress of the contract.	Jun '15	8.3 HPC, CDPC	8.3 List of dates for teleconferences and schedules that include issue lists to be discussed during calls, notes and questions and answers that were addressed during teleconferences.

Exhibit A
Scope of Work
Year 2
July 1, 2014 – June 30, 2015

Objective 9: By June 30, 2015, complete at least four evaluation activities to evaluate the effectiveness of the contract.

Major Functions, Tasks, and Activities	Time Line	Responsible Party	Performance Measure and/or Deliverables
9.1 Review ongoing police reports of traffic violation tickets/warnings that are a result of the SRTS traffic enforcement and neighborhood watch patrols, and discuss results with SRTS committees and PDs.	Jun '15	9.1 CDPC	9.1 SRTS meeting minute notes.
9.2 In collaboration with school principals, distribute and collect National Student Tallies and Parent Surveys at five schools.	Mar '15	9.2 CDPC, SRTSL	9.2 Receipt of tallies and surveys.
9.3 Send in tallies and surveys to National SRTS data collection office.	May '15	9.3 CDPC, SRTSL	9.3 Receipt of tallies and surveys by National SRTS office.
9.4 Review Walkability Checklists data from the beginning of the SRTS contract to see if changes have been made based on the assessment and needs of the original SRTS Walkability Checklist conducted in 2013.	May '15	9.4 CDPC, SRTSL	9.4 Summary of review.
9.5 Review local pedestrian and bicycle collision and injury data and compare with prior years to assess the effect of the SRTS activities.	Jun '15	9.5 CDPC	9.5 Copies of collision and injury data.

Exhibit A
Scope of Work
Year 2
July 1, 2014 ~June 30, 2015

Objective 10: By June 30, 2015, complete all SRTS contract requirements including timely and complete invoices, progress reports, regular communication with program manager, immediately report any barriers/challenges, and maintain documentation of all SRTS related fiscal and SOW activities.

Major Functions, Tasks, and Activities	Time Line	Responsible Party	Performance Measure and/or Deliverables
10.1 Participate in quarterly teleconferences with CDPH staff for guidance and assistance.	Jun '15	10.1 CDPC, HPC	10.1 Copy of agenda and meeting minutes.
10.2 Submit Progress/Financial report to CDPH.	Dec '14	10.2 HPC, CDPC	10.2 Copy of submitted Progress/Financial Reports.
10.3 Submit Progress/Financial report to CDPH.	Jun '15	10.3 HPC, CDPC	10.3 Copy of submitted Progress/Financial Reports.
10.4 Submit required Annual Report to CDPH.	Jun '15	10.4 HPC, CDPC	10.4 Copy of submitted Annual Report.

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 not more frequently than monthly in arrears to:

Karissa Anderson
California Department of Public Health
Safe and Active Communities Branch
MS 7214
PO Box 997377
Sacramento, CA 95899-7377

The State, at its discretion, may designate an alternate invoice submission address. A change in the invoice address shall be accomplished via a written notice to the Contractor by the State and shall not require an amendment to this agreement.

- 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) \$160,604 for the budget period of 07/01/13 through 06/30/14.
- 2) \$160,604 for the budget period of 07/01/14 through 06/30/15.

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

5. Timely Submission of Final Invoice

A. A final undisputed invoice shall be submitted for payment no more than 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 "**Contractor's Release (Exhibit G)**" 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. 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.

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 F entitled, "Travel Reimbursement Information".

E. Costs and/or expenses deemed unallowable are subject to recovery by CDPH. See provision #8 in this exhibit entitled, "Recovery of Overpayments" for more information.

Exhibit B
Budget Detail and Payment Provisions

7. Recovery of Overpayments

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

Exhibit B, Attachment I
Budget (Year 1)
 (07/01/13 through 06/30/14)

Personnel

<u>Position Title</u>	<u>Monthly Salary</u>	<u>FTE %</u>	<u>Annual Cost</u>
Chronic Disease Prevention Coordinator	\$5,923.92	100%	\$ 71,087
Health Program Coordinator	\$6,880.00	5%	\$ 4,128

Total Personnel \$ 75,215

Fringe Benefits (42.69% of Personnel)

\$ 32,112

Operating Expenses

<u>Expense Description</u>	<u>Cost</u>
Communication (telephone, IT, fax, Internet)	\$ 3,303
Printing (teachers' packets, pamphlets)	\$ 450
Duplication Costs (educational materials, fliers)	\$ 3,785
Safety Equipment	\$ 1,000

Total Operating \$ 8,538

Travel (Staff will travel locally to various meetings, trainings, and/or presentations)

\$ 1,550

Subcontracts

Seaside Police Department

\$81/hour for 100 hours
 (G1,O5,A5.3-5,P#7) \$ 8,100

Marina Police Department

\$81/hour for 40 hours
 (G1,O6,A6.3-5,P#8) \$ 3,240

Safe Moves

\$1,950/event for five (5) school assemblies or classroom presentations
 (G1,O8,A8.1-3,P#10) \$ 9,750

Safe Routes to School Leaders

\$700 stipend for five (5) schools
 (G1,O3,A3.2-3, P#5; G1,O4,A4.1,P#6; G1,O7,A1-3,P#9; G1,O8,A8.1-2,P#10;
 G1,O10,A10.1,P#12; G1,A11,A11.1,P#13; G1,O12,A12.1-4,P#14;
 G1,O13,A13.1-2,P#15; G1,O14,A14.1,P#16) \$ 3,500

Boys and Girls Club

\$2,500 for one (1) training program
 (G1,O9,A9.1-3,P#11) \$ 2,500

Total Subcontracts \$ 27,090

Indirect Costs (11.304% of Total Direct Costs)*

\$ 16,099

*Indirect costs limited to first \$25,000 in subcontracts

Total Costs \$ 160,604

Exhibit B, Attachment II
Budget (Year 2)
(07/01/14 through 06/30/15)

Personnel

<u>Position Title</u>	<u>Monthly Salary</u>	<u>FTE %</u>	<u>Annual Cost</u>
Chronic Disease Prevention Coordinator	\$6,415.58	100%	\$ 76,987
Health Program Coordinator	\$7,823.33	5%	\$ 4,694

Total Personnel \$ 81,681

Fringe Benefits (43.52% of Personnel)

\$ 35,551

Operating Expenses

<u>Expense Description</u>	<u>Cost</u>
Communication (telephone, IT, fax, Internet)	\$ 3,303
Printing (teachers' packets, pamphlets)	\$ 250
Duplication Costs (educational materials, fliers)	\$ 2,873
Safety Equipment	\$ 472

Total Operating \$ 6,898

Travel (Staff will travel locally to various meetings, trainings, and/or presentations)

\$ 1,550

Subcontracts

Seaside Police Department

\$81/hour for 100 hours
(G1,O2,A2.3-5,P#19) \$ 8,100

Marina Police Department

\$81/hour for 40 hours
(G1,O3,A3.3-5,P#20) \$ 3,240

Safe Routes to School Leaders

\$700 stipend for five (5) schools
(G1,O1,A1.1,P#18; G1,O4,A4.2,P#21; G1,O5,A5.1,P#22; G1,O6,A1.1-4,P#23; G1,O7,A7.1-4,P#24; G1,O8,A8.1,P#25; G1,O9,A9.2-4,P#26) \$ 3,500

Boys and Girls Club

\$2,500 for one (1) training program
(G1,O4,A4.1-2,P#21) \$ 2,500

Total Subcontracts \$ 17,340

Indirect Costs (12.29% of Total Direct Costs)

\$ 17,584

Total Costs \$ 160,604

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. 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, 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. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage 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 the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

Special Terms and Conditions

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

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

The terms "contract", "Contractor" and "Subcontractor" shall also mean, "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, a specified condition applies, etc.). The provisions herein apply to this Agreement unless the provisions are removed by reference on the face of the Agreement, the provisions are superseded by an alternate provision appearing elsewhere in the Agreement, or the applicable conditions do not exist.

Index of Special Terms and Conditions

1. Travel and Per Diem Reimbursement
2. Procurement Rules
3. Equipment Ownership / Inventory / Disposition
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20. Contract Uniformity (Fringe Benefit Allowability)
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1. Travel and Per Diem Reimbursement

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

Reimbursement for travel and per diem expenses from the California Department of Public Health (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.

2. 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 funds.)

a. Equipment definitions

Wherever the term equipment and/or 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 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 2. Paragraph c of Provision 2 shall also apply, if equipment purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.

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

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

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

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

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

3. Equipment Ownership / Inventory / Disposition

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

- a. Wherever the terms equipment and/or property are used in Provision 3, the definitions in Provision 2, 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, the 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 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. In the event of state equipment and/or property theft, Contractor and/or Subcontractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the CDPH Program Contract Manager.
- e. Unless otherwise stipulated by the program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, shall only be used for performance of this Agreement or another CDPH agreement.
- f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor shall provide a final inventory report of equipment and/or property to the CDPH Program Contract Manager and shall, at that time, query CDPH as to the requirements, including the manner and method, of returning state equipment and/or property to CDPH. Final disposition of equipment and/or property shall be at CDPH expense and according to CDPH instructions. Equipment

and/or property disposition instructions shall be issued by CDPH immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, CDPH may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different CDPH agreement.

g. Motor Vehicles

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

- (1) If motor vehicles are purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor and/or Subcontractor shall return such vehicles to CDPH and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to CDPH.
- (2) If motor vehicles are purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, the State of California shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner. The Contractor and/or a subcontractor may only use said vehicles for performance and under the terms of this Agreement.
- (3) The Contractor and/or Subcontractor agree that all operators of motor vehicles, purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.
- (4) If any motor vehicle is purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, the Contractor and/or Subcontractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any 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 CDPH under the terms of this Agreement, to the Contractor and/or Subcontractor.
- (b) The Contractor and/or Subcontractor shall, as soon as practical, furnish a copy of the certificate of insurance to the CDPH Program Contract Manager. The certificate of insurance shall identify the CDPH contract or agreement number for which the insurance applies.
- (c) The Contractor and/or Subcontractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to CDPH.
- (d) The Contractor and/or Subcontractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.
- (e) The Contractor and/or Subcontractor, if not a self-insured government and/or public entity,

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).
 - [2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.
 - [3] The insurance carrier shall notify the California Department of Public Health (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.

4. Subcontract Requirements

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

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

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

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

"(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from CDPH to the Contractor, to permit CDPH or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."
- i. Unless otherwise stipulated in writing by CDPH, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.
- j. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 17, 21, and/or other numbered provisions herein that are deemed applicable.

5. Income Restrictions

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

6. Audit and Record Retention

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

- a. The Contractor and/or Subcontractor shall maintain books, records, documents, and other evidence, accounting procedures, and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purposes of this provision.

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

7. Site Inspection

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

8. Intellectual Property Rights

a. Ownership

- (1) Except where CDPH has agreed in a signed writing to accept a license, CDPH shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.
- (2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights

rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

- (a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.
- (3) In the performance of this Agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of CDPH's Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of CDPH's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of CDPH. **Except as otherwise set forth herein, neither the Contractor nor CDPH shall give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to CDPH, Contractor agrees to abide by all license and confidentiality restrictions applicable to CDPH in the third-party's license agreement.
- (4) Contractor agrees to cooperate with CDPH in establishing or maintaining CDPH's exclusive rights in the Intellectual Property, and in assuring CDPH's sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to CDPH all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or CDPH and which result directly or indirectly from this Agreement or any subcontract.
- (5) Contractor further agrees to assist and cooperate with CDPH in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce CDPH's Intellectual Property rights and interests.

b. Retained Rights / License Rights

- (1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to CDPH, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property

resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.

- (2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of CDPH or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

c. Copyright

- (1) Contractor agrees that for purposes of copyright law, all works [as defined in Section a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to 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., 2006, etc.], California Department of Public Health. This material may not be reproduced or disseminated without prior written permission from the California 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 CDPH's prior written approval; and (ii) granting to or obtaining for CDPH, without additional compensation, a license, as described in Section b of this provision, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon these terms is unattainable, and CDPH determines that the Intellectual Property should be included in or is required for Contractor's performance of this Agreement, Contractor shall obtain a license under terms acceptable to CDPH.

f. Warranties

(1) Contractor represents and warrants that:

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

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

g. Intellectual Property Indemnity

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

h. Federal Funding

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

i. Survival

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

9. Prior Approval of Training Seminars, Workshops or Conferences

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

10. Confidentiality of Information

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

11. Documents, Publications and Written Reports

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

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

12. Dispute Resolution Process

- a. A Contractor grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Contractor and CDPH, the Contractor must seek resolution using the procedure outlined below.

(1) The Contractor should first informally discuss the problem with the CDPH Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its

grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.

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

13. Financial and Compliance Audit Requirements

- a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.
- b. Direct service contract means a contract 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 (See H&S Code Section 38030).
- c. The Contractor, as indicated below, agrees to obtain one of the following audits:
 - (1) ***If the Contractor is a nonprofit organization (as defined in H&S Code Section 38040) and receives \$25,000 or more from any State agency under a direct service contract or agreement;*** the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**

- (2) ***If the Contractor is a nonprofit organization (as defined in H&S Code Section 38040) and receives less than \$25,000 per year from any State agency under a direct service contract or agreement,*** the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, and/or
- (3) ***If the Contractor is a State or Local Government entity or Nonprofit organization (as defined by the Federal Office of Management and Budget [OMB] Circular A-133) and expends \$500,000 or more in Federal awards,*** the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in OMB Circular A-133 entitled "Audits of States, Local Governments, and Non-Profit Organizations". An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:
- (a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or
 - (b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.
- (4) If the Contractor submits to CDPH a report of an audit other than an OMB A-133 audit, the Contractor must also submit a certification indicating the Contractor has not expended \$500,000 or more in federal funds for the year covered by the audit report.
- d. Two copies of the audit report shall be delivered to the CDPH program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the CDPH Program Contract Manager shall forward the audit report to CDPH's Audits and Investigations Unit if the audit report was submitted under Section 13c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.
 - e. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Contractor's total revenue. The CDPH program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.
 - f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.
 - g. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.
 - h. Nothing in this Agreement 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.

14. 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.

15. Payment Withholds

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

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

16. Performance Evaluation

(Not applicable to grant agreements.)

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.

17. Officials Not to Benefit

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

18. Four-Digit Date Compliance

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

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

19. 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.

20. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

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

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

- (3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the Agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.

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

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

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

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

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

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

21. Prohibited Use of State Funds for Software

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

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

Exhibit E
Additional Provisions

1. 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.

2. Insurance Requirements

Contractor shall comply with the following insurance requirements:

A. Commercial General Liability

The Contractor must furnish to CDPH a certificate of insurance stating that commercial general liability insurance of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined is presently in effect for the Contractor. The commercial general liability insurance policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured agreement. The commercial general liability insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability.

- B. The certificate of insurance must be issued by an insurance company acceptable to the Department of General Services (DGS) Office of Risk and Insurance Management or be provided through partial or total self-insurance acceptable to DGS.

C. The certificate of insurance include the following provisions:

- 1) The insurer will not cancel the insured's coverage without giving 30 days prior written notice to the California Department of Public Health, and
- 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 of California under this agreement.

Exhibit E
Additional Provisions

- D. The Contractor agrees that the insurance required herein will remain in effect at all times during the term of the agreement. In the event said insurance coverage expires at any time or times during the term of this agreement, the Contractor agrees to provide, at least 30 calendar days before said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the agreement or for a period of not less than one year. CDPH may, in addition to any other remedies it may have, terminate this agreement on the occurrence of such event. New certificates of insurance are subject to the approval of DGS, and the Contractor agrees that no work or services shall be performed prior to such approval.

- E. CDPH will not be responsible for any premiums, deductibles, or assessments on the insurance policy.

Travel Reimbursement Information
(Mileage Reimbursement Increase Effective 1/1/13)

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 California Department of Human Resources (CalHR) 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.

- If any of the reimbursement rates stated herein is changed by CalHR, 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 CalHR 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 CalHR.

- For transportation expenses, the contractor must retain receipts for parking; taxi, airline, bus, or rail tickets; car rental; or any other travel receipts pertaining to each trip for attachment to an invoice as substantiation for reimbursement. Reimbursement may be requested for commercial carrier fares; private car mileage; parking fees; bridge tolls; taxi, bus, or streetcar fares; and auto rental fees when substantiated by a receipt.
- Note on use of autos:** If a contractor uses his/her or a company car for transportation, the rate of reimbursement will be **56.5 cents** maximum per mile. If a contractor uses his/her or a company car "in lieu of" airfare, the air coach fare will be the maximum paid by the State. The contractor must provide a cost comparison upon request by the State. Gasoline and routine automobile repair expenses are not reimbursable.
- The contractor is required to furnish details surrounding each period of travel. Travel expense reimbursement detail may include, but not be limited to: purpose of travel, departure and return times, destination points, miles driven, mode of transportation, etc. Reimbursement for travel expenses may be withheld pending receipt of adequate travel documentation.
- Contractors are to consult with the program with which the contract is held to obtain specific invoicing procedures.

Per Diem Reimbursement Guide

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

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 13-20348 entered into between the State of California Department of Public Health (CDPH) and the Contractor (identified below), the Contractor does acknowledge that final payment has been requested via invoice number(s) _____, in the amount(s) of \$ _____ and dated _____. If necessary, enter "See Attached" in the appropriate blocks and attach a list of invoice numbers, dollar amounts and invoice dates.

Release of all Obligations

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

Repayments Due to Audit Exceptions / Record Retention

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

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

Recycled Product Use Certification

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

Reminder to Return State Equipment/Property (If Applicable)

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

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

Patents / Other Issues

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

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

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

Signature of Contractor or Official Designee: _____ Date: _____

Printed Name/Title of Person Signing: _____

CDPH Distribution: Accounting (Original) Program

PAYEE DATA RECORD

Required when receiving payment from the State of California in lieu of IRS W-9

TD. 204 (Rev. 5/06)_CDPH

1	INSTRUCTIONS: Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement. NOTE: Governmental entities, federal, state, and local (including school districts), are not required to submit this form.
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2	PAYEE'S LEGAL BUSINESS NAME (Type or Print)	
	SOLE PROPRIETOR—ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)	E-MAIL ADDRESS
	MAILING ADDRESS	BUSINESS ADDRESS
	CITY, STATE, ZIP CODE	CITY, STATE, ZIP CODE

3	ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): <table style="display:inline-table; border-collapse:collapse"> <tr> <td style="border:1px solid black; width:20px; height:20px;"></td> <td style="border:1px solid black; width:20px; height:20px;"></td> <td style="border:1px solid black; width:20px; height:20px;"></td> <td style="border:1px solid black; width:20px; height:20px;"></td> <td style="border:1px solid black; width:20px; height:20px;"></td> <td style="border:1px solid black; width:20px; height:20px;"></td> <td style="border:1px solid black; width:20px; height:20px;"></td> <td style="border:1px solid black; width:20px; height:20px;"></td> <td style="border:1px solid black; width:20px; height:20px;"></td> <td style="border:1px solid black; width:20px; height:20px;"></td> <td style="border:1px solid black; width:20px; height:20px;"></td> <td style="border:1px solid black; width:20px; height:20px;"></td> <td style="border:1px solid black; width:20px; height:20px;"></td> </tr> </table>														NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.	
PAYEE ENTITY TYPE CHECK ONE BOX ONLY	<input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> ESTATE OR TRUST <input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR ENTER SOCIAL SECURITY NUMBER: <table style="display:inline-table; border-collapse:collapse"> <tr> <td style="border:1px solid black; width:20px; height:20px;"></td> <td style="border:1px solid black; width:20px; height:20px;"></td> <td style="border:1px solid black; width:20px; height:20px;"></td> <td style="border:1px solid black; width:20px; height:20px;"></td> <td style="border:1px solid black; width:20px; height:20px;"></td> <td style="border:1px solid black; width:20px; height:20px;"></td> <td style="border:1px solid black; width:20px; height:20px;"></td> <td style="border:1px solid black; width:20px; height:20px;"></td> <td style="border:1px solid black; width:20px; height:20px;"></td> <td style="border:1px solid black; width:20px; height:20px;"></td> <td style="border:1px solid black; width:20px; height:20px;"></td> <td style="border:1px solid black; width:20px; height:20px;"></td> <td style="border:1px solid black; width:20px; height:20px;"></td> <td style="border:1px solid black; width:20px; height:20px;"></td> </tr> </table> <p style="text-align:center; font-size:small;">(SSN required by authority of California Revenue and Tax Code Section 18646)</p>															
	CORPORATION: <input type="checkbox"/> MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.) <input type="checkbox"/> LEGAL (e.g., attorney services) <input type="checkbox"/> EXEMPT (nonprofit) <input type="checkbox"/> ALL OTHERS															

4	PAYEE RESIDENCY TYPE <input type="checkbox"/> California resident—qualified to do business in California or maintains a permanent place of business in California. <input type="checkbox"/> California nonresident (see reverse side)—Payments to nonresidents for services may be subject to State income tax withholding. <input type="checkbox"/> No services performed in California. <input type="checkbox"/> Copy of Franchise Tax Board waiver of State withholding attached.
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5	I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State agency below.		
	AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)	TITLE	
	SIGNATURE	DATE	TELEPHONE ()

6	Please return completed form to: Department/Office: <u>California Department of Public Health</u> Unit/Section: <u>State and Local Injury Control Section</u> Mailing Address: <u>MS 7214; PO Box 997377</u> City/State/ZIP: <u>Sacramento, CA 95899-7377</u> Telephone: <u>(916) 552-9800</u> FAX: <u>(916) 552-9810</u> E-Mail Address: _____	
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PAYEE DATA RECORD

STD. 204 (Rev. 5/06)_CDPH (Page 2)

1	<p>Requirement to Complete Payee Data Record, STD. 204</p> <p>A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies.</p> <p>Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.</p>						
2	<p>Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.</p>						
3	<p>Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).</p> <p>The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).</p>						
4	<p><u>Are you a California resident or nonresident?</u></p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:</p> <table border="0"> <tr> <td>Withholding Services and Compliance Section:</td> <td>1-888-792-4900</td> <td>E-mail address: wscs.gen@ftb.ca.gov</td> </tr> <tr> <td>For hearing impaired with TDD, call:</td> <td>1-800-822-6268</td> <td>Website: www.ftb.ca.gov</td> </tr> </table>	Withholding Services and Compliance Section:	1-888-792-4900	E-mail address: wscs.gen@ftb.ca.gov	For hearing impaired with TDD, call:	1-800-822-6268	Website: www.ftb.ca.gov
Withholding Services and Compliance Section:	1-888-792-4900	E-mail address: wscs.gen@ftb.ca.gov					
For hearing impaired with TDD, call:	1-800-822-6268	Website: www.ftb.ca.gov					
5	<p>Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p>						
6	<p>This section must be completed by the State agency requesting the STD. 204.</p>						
<p>Privacy Statement</p> <p>Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.</p> <p>It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000.</p> <p>You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business.</p> <p>All questions should be referred to the requesting State agency listed on the bottom front of this form.</p>							

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> County of Monterey		<i>Federal ID Number</i> 94-6000524
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i> Ray Bullick, Director of Health		
<i>Date Executed</i>	<i>Executed in the County of</i> Monterey	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

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Darfur Contracting Act

Pursuant to Public Contract Code (PCC) sections 10475-10481, the Darfur Contracting Act's intent is to preclude State agencies from contracting with scrutinized companies that do business in the African nation of Sudan. A scrutinized company is a company doing specified types of business in Sudan as defined in PCC section 10476. Scrutinized companies are ineligible to, and cannot, contract with a State agency for goods or services (PCC section 10477(a)) unless obtaining permission from the Department of General Services according to the criteria set forth in PCC section 10477(b).

Therefore, to be eligible to contract with the California Department of Public Health, please initial one of the following three paragraphs and complete the certification below:

1. _____ We do not currently have, or we have not had within the previous
 Initials three years, business activities or other operations outside of the United States.

OR

2. _____ We are a scrutinized company as defined in Public Contract Code
 Initials section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b) or submit a contract/purchase order. A copy of the written permission from DGS is included with our bid, proposal or contract/purchase order.

OR

3. _____ We currently have, or we have had within the previous three years,
 Initials business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company as defined in Public Contract Code section 10476.

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind this company to the clause listed above. This certification is made under the laws of the State of California.

<i>Company Name (Printed)</i> County of Monterey	<i>Federal ID Number</i> 94-6000524
<i>By (Authorized Signature)</i> 	
<i>Printed Name and Title of Person Signing</i> Ray Bullick, Director of Health	
<i>Date Executed</i> 	<i>Executed in the County and State of</i> Monterey California