

REGISTRATION NUMBER	AGREEMENT NUMBER <b>14-10959</b>
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1. This Agreement is entered into between the State Agency and the Contractor named below:  
 STATE AGENCY'S NAME  
**California Department of Public Health** (Also referred to as CDPH or the State)

CONTRACTOR'S NAME  
**Monterey County Department of Health** (Also referred to as Contractor)

2. The term of this Agreement is: **01/01/2015** through **06/29/2018**

3. The maximum amount of this Agreement is: **\$ 1,000,000**  
 One Million Dollars

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of this Agreement.

- Exhibit A – Scope of Work
- Exhibit B – Budget Detail and Payment Provisions 43 pages
- Exhibit B, Attachments I - IV – Budget (Years I - IV) 3 pages
- Exhibit C \* – General Terms and Conditions 5 pages
- Exhibit D – Special Terms and Conditions GTC 610
- Exhibit E – Additional Provisions 16 pages
- Exhibit F – Contractor's Release 1 page
- Exhibit G – Travel Reimbursement Information 2 pages

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

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

**CONTRACTOR**

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) <b>Monterey County Department of Health</b>	
BY (Authorized Signature) 	DATE SIGNED (Do not type)
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Ray Bullick, Director of Health</b>	
ADDRESS <b>1270 Natividad Road, Salinas, CA 93906</b>	
<b>STATE OF CALIFORNIA</b>	
AGENCY NAME <b>California Department of Public Health</b>	
BY (Authorized Signature) 	DATE SIGNED (Do not type)
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Yolanda Murillo, Chief, Contracts Management Unit</b>	
ADDRESS <b>1616 Capitol Avenue, Suite 74.317, MS 1802, PO Box 997377 Sacramento, CA 95899-7377</b>	

**California Department of  
General Services Use Only**

Exempt per:

Reviewed as to fiscal provisions  
  
 Auditor-Controller  
 County of Monterey **6-4-15**

**APPROVED AS TO FORM AND LEGALITY,**  
  
 DEPUTY COUNTY COUNSEL,  
 COUNTY OF MONTEREY

Exhibit A  
Scope of Work

1. **Service Overview**

Pursuant to Health and Safety Code 131085, the Contractor will provide services to local communities with populations at high risk for diabetes and cardiovascular disease (CVD) who are 18 years and older. The services provided will result in increasing knowledge, skills and opportunities to prevent, delay or control diabetes, CVD and other chronic diseases.

Centers for Disease and Prevention Control (CDC) funding awarded to CDPH for Monterey County Department of Health (MCDH) Local Assistance is for supplemental 1305 interventions and restricted to all Domain 3 and specific Domain 4 activities. MCDH is exempt from all CDC activities in Domain 1 and Domain 2. In Domain 4 Strategy 2; MCDH is exempt from all intervention activities. Domain 1 and Domain 2 are not included in the scope of work (SOW). Domain 4, Strategy 2 is included in the SOW for formatting purposes between Domain 4 Strategy 1 and 3.

2. **Service Location**

The services shall be performed in the County of Monterey as described in the Scope of Work.

3. **Service Hours**

The services shall be provided during normal Contractor working days and hours, excluding national and state holidays.

4. **Project Representatives**

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

<b>California Department of Public Health</b>	<b>Monterey County Department of Health</b>
Majel Arnold, Chief, Programs and Policy Section Chronic Disease Control Branch	Krista Hanni Planning, Evaluation, and Policy Manager
Telephone: (916) 322-5336 Fax: (916) 552-9729 Email: Majel.Arnold@cdph.ca.gov	Telephone: (831) 755-4586 Fax: (831) 796-8682 Email: hannikd@co.monterey.ca.us

B. Direct all inquiries to:

<b>California Department of Public Health</b>	<b>Monterey County Department of Health</b>
Chronic Disease Control Branch Attention: Elise Williams Mail Station 7212 1616 Capitol Avenue P.O. Box 997377 Sacramento, CA 95899-7377	Krista Hanni 1270 Natividad Road Salinas, CA 93906
Telephone: (916) 552-9900 Fax: (916) 552-9729 Email: elise.williams@cdph.ca.gov	Telephone: (831) 755-4586 Fax: (831) 796-8588 Email: hannikd@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. Semiannual Reports**

- A. The Contractor shall submit one original report semi-annually to CDPH in the format prescribed by the State. The semiannual reports shall describe advancement made in completing agreement deliverables.

- B. Semiannual report periods and due dates are:

	<u>Budget Period</u>	<u>Report Period</u>	<u>Due Date</u>
Year 1:	First Semi-annual	01/01/2015-06/29/2015	07/01/2015
Year 2:	First Semi-annual	06/30/2015-12/31/2016	01/01/2016
	Second Semi-annual	01/01/2016-06/29/2016	07/01/2016
Year 3:	First Semi-annual	06/30/2016-12/31/2017	01/01/2017
	Second Semi-annual	01/01/2017-06/29/2017	07/01/2017
Year 4:	First Semi-annual	06/30/2017-12/31/2018	01/01/2018
	Second Semi-annual	01/01/2018-06/29/2018	07/01/2018

- C. Copies of all deliverable documents will be submitted with semi-annual reports.

- D. If the State does not receive complete and accurate reports by the required dates, further payments to the Contractor may be suspended until complete and accurate reports are received. Contractor's last monthly and/or final invoice will not be processed until an acceptable Final Comprehensive Semiannual Report has been received and approved by the State.

**6. Subcontractor Requirements**

The Contractor's procurement process will be utilized in the competitive selection of subcontractors. All subcontracting shall comply with the requirements of the State Contracting Manual (SCM), Sections 3.06.D, and 3.17.2.D, as applicable.

**7. Services to be Performed**

The Contractor will provide specific services, deliverables, and tasks specified in the approved SOW to address strategies required by the Centers for Disease Control and Prevention (CDC) funding. Any subsequent formal amendments will be approved in writing as required pursuant to this agreement.

The Contractor will collaborate with the University of California, Davis (UCD) Evaluator to collect data from publically available sources to track and monitor progress in meeting required performance measures. The **required performance measures** include:

- A. Proportion of health care systems with electronic health records (EHRs) appropriate for treating patients with HBP

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- B. Proportion of patients that are in health care systems that have EHRs appropriate for treating patients with HBP
- C. Proportion of health care systems reporting on NQF 18
- D. Proportion of patients with high blood pressure in adherence to medication regimens
- E. Proportion of patients with diabetes in adherence to medication regimens
- F. Proportion of adults with known high blood pressure who have achieved blood pressure control
- G. Proportion of health care systems with policies or systems to encourage a multi-disciplinary team approach to blood pressure control
- H. Proportion of patients that are in health care systems that have policies or systems to encourage a multi-disciplinary approach to blood pressure control
- I. Number of DSME programs (ADA/AADE/state-accredited)
- J. Proportion of counties with DSME programs (ADA/AADE/state-accredited)
- K. Number of Medicaid recipients with diabetes who have DSME as a covered Medicaid benefit
- L. Proportion of people with diabetes in targeted settings who have at least one encounter at a DSME program during the funding year
- M. Age-adjusted hospital discharge rate for diabetes as any-listed diagnosis per 1,000 persons with diabetes
- N. Number of Medicaid recipients or state/local public employees with pre-diabetes or at high risk for type 2 diabetes who have access to evidence-based LIPs as a covered benefit
- O. Proportion of health care systems with policies or practices to refer persons with pre-diabetes or at high risk for type 2 diabetes to a CDC-recognized LIP
- P. Proportion of participants in CDC-recognized LIPs who were referred by a health care provider
- Q. Number of persons with pre-diabetes or at high risk for type 2 diabetes who enroll in a CDC-recognized LIP
- R. Percent of participants in CDC-recognized LIP achieving 5-7% weight loss
- S. Proportion of recognized/accredited DSME programs in targeted settings using CHWs in the delivery of education/services
- T. Proportion of health care systems that engage CHWs to link adult patients with high blood pressure to community resources that promote self-management
- U. Number of participants in recognized/accredited DSME programs using CHWs in the delivery of education/services
- V. Proportion of patients with high blood pressure that have a self-management plan (including medication adherence, self-monitoring of blood pressure levels, increased consumption of nutritious food and beverages, increased physical activity, maintaining medical appointments)
- W. Decreased proportion of people with diabetes with A1C >9
- X. Proportion of adults with known high blood pressure who have achieved high blood pressure control

**8. CDPH Responsibilities**

CDPH will be responsible for overall programmatic oversight for implementation of the activities designed to address the risk of diabetes and cardiovascular disease.

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Year 1

<b>Domain 3 Health System Interventions</b> <b>Strategy 1: Increase implementation of quality improvement processes in health systems.</b> <b>Intervention 1: Increase electronic health record adoption and the use of health information technology to improve performance.</b>				
	Activity	Timeline	Responsible Party	Deliverables
1	Monterey County Planning, Evaluation, and Policy (PEP) Unit will prepare duty statements, orientation plan and reference and resource manual specific to implementing activities associated with increasing the adoption of EHRs and the use of health information technology (HIT) to improve performance.	1/15/15 – 5/31/15	PEP Program Manager	Duty statements, orientation plan, resource manual, draft contract.
2	The <i>Monterey County Prevention First</i> staff will develop a subcontract (workplan) that incorporates work to increase implementation of quality improvement processes [EHR adoption and HIT improvement] in health care systems.	1/2/15 - 5/1/15	PEP Program Manager, Clinic Services Manager, Information Technology (IT) Manager	Subcontract, Meeting minutes
3	<i>Monterey County Prevention First</i> staff will work with Safety Net Integration Council to identify providers/health care systems for targeted quality improvement interventions to improve use of EHR adoption and HIT performance improvement. Monterey County shall provide stipends for health care providers as applicable throughout the duration of the agreement.	1/1/15 – 5/31/15	PEP Program Manager, Clinic Services Manager, IT Manager	Provider/Health Care Systems List
4	<i>Monterey County Prevention First</i> staff will work with Subcontractor to analyze survey data already collected and/or begin developing environmental scan entitled "Quality Improvement Processes (QIPHC) in the Health Care System". Scan would first collate information from recently conducted surveys related to quality improvement processes.	4/15/15 - 6/29/15	PEP Program Manager, Clinic Service Manager, Subcontractor	Copy of data analyses of previous scan, Copy of scan survey tool

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5	<p>Monterey County Prevention First staff and Subcontractor will attend and participate in California Department of Public Health (CDPH) sponsored trainings and teleconferences.</p>	<p>1/1/15 – 6/29/15</p>	<p>PEP Program Manager Clinic Services Manager Subcontractor</p>	<p>Registration/Sign-in Sheet, Training Materials</p>
6	<p>Monterey County Prevention First staff and Subcontractor will collaborate with CDPH and technical assistance providers to begin to develop and provide any training/resource materials to support local providers to improve quality performance.</p>	<p>4/1/15 – 6/29/15</p>	<p>PEP Program Manager, Clinic Services Manager, Subcontractor</p>	<p>Emails and teleconferences, Training Materials</p>
7	<p>Monterey County Prevention First staff will prepare and implement MOUs with Safety Net Integration Council health care system partners for participation in surveys and trainings as part of 1305 Supplemental Grant.</p>	<p>4/1/15 – 6/29/15</p>	<p>PEP Program Manager</p>	<p>MOUs with partners</p>
8	<p>Monterey County Prevention First staff will meet with Safety Net Integration Council to discuss efforts to increase adoption and use of EHR, meeting meaningful use requirements, exchange health information and share best practices.</p>	<p>4/15/15 - 6/29/15</p>	<p>PEP Program Manager, Clinic Services Manager, Subcontractor</p>	<p>Meeting minutes, Summary of Recommendations</p>
9	<p>Prepare semi-annual reports.</p>	<p>1/1/15 - 6/29/15</p>	<p>PEP Program Manager</p>	<p>Submit reports</p>
10	<p>Evaluation activities: participate in required webinars and trainings on data collection and performance measures.</p>	<p>1/1/15 - 6/29/15</p>	<p>PEP Program Manager</p>	<p>Agendas, Training Materials</p>
11	<p>Consult with UCD Evaluator to identify and collect data for required performance measures.</p>	<p>1/1/15 - 6/29/15</p>	<p>PEP Program Manager</p>	<p>Compilation of data collected</p>

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<b>Intervention 2: Increase institutionalization and monitoring of aggregated/standardized quality measures at the provider and system level.</b>				
	<b>Activity</b>	<b>Timeline</b>	<b>Responsible Party</b>	<b>Deliverables</b>
1	<p>Monterey County Prevention First staff and Subcontractor will ensure questions on the "Quality Improvement Processes in Health Care Systems" survey will enable development of action plan to increase implementation of quality improvement processes in Monterey County health care systems.</p>	5/1/15 - 6/29/15	PEP Program Manager, Subcontractor	Survey Tool
2	<p>Monterey County's PEP unit will collaborate with UCSD Evaluator to develop methods to locally implement a Prevention First evaluation design and reporting mechanism.</p>	4/15/14 – 6/29/15	Management Analyst III	Agendas, Summary of Evaluation Methodology, Evaluation Tools
3	<p>Monterey County Prevention First staff and Subcontractor will coordinate a database, not connected to CDPH assets, of Safety Net Integration Council's key partners/stakeholders (physician's groups, clinics, hospitals, etc.) to serve as a resource for conducting the survey, and to serve as the target population for expanding EHR/meaningful use (MU) Quality Improvement.</p>	5/1/15 – 6/29/15	PEP Program Manager, Clinic Services Manager, Subcontractor	Database of Safety Net Council partners/stakeholders

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4	<p><i>Monterey County Prevention First staff will work with Safety Net Integration Council partners/stakeholders to develop an action plan to:</i></p> <ul style="list-style-type: none"> <li>a) promote the use of evidence-based practices and encourage health systems to implement standardized, guideline-based treatment protocols.</li> <li>b) share tools to assist in chronic care management. Tools may include such modalities as blood pressure and/or diabetes algorithms.</li> <li>c) discuss with appropriate health systems partners hypertension and/or diabetes prevalence compared to state and national averages and opportunities to develop action steps to improve outcomes; and</li> <li>d) discuss current EHR prevalence and data retrieval/exchange.</li> </ul>	5/1/15 -- 6/29/15	PEP Program Manager, Clinic Services Manager, Subcontractor	Submit Minutes, Action Plan
5	Prepare semi-annual reports.	1/1/15 - 6/29/15	PEP Program Manager	Submit Reports
6	Evaluation activities, participate in required webinars and trainings on data collection and performance measures.	1/1/15 - 6/29/15	PEP Program Manager	Submit Agendas, Training Materials
7	Consult with the UCD Evaluator to identify and collect data for required performance measures.	1/1/15 - 6/29/15	PEP Program Manager	Compilation of data collected



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<b>Domain 3</b>				
<b>Strategy 2: Increase the use of team-based care in health systems.</b>				
<b>Intervention 1: Increase engagement of non-physician team members (nurses, pharmacists, and patient navigators) in hypertension and diabetes in health care systems.</b>				
	<b>Activity</b>	<b>Timeline</b>	<b>Responsible Party</b>	<b>Deliverables</b>
<b>1</b>	<p><i>Monterey County Prevention</i> First staff and Subcontractor will identify key stakeholders through discussion with Safety Net Integration Council and Clinic Managers and make plans to convene a meeting with them to discuss methods of team-based care, explore possible lines of communication, and the exchange of health related information amongst mutual patients.</p>	5/1/15 - 6/29/15	PEP Program Manager and Subcontractor	List of Key Stakeholders, Schedule of Meetings, Summary of Meetings
<b>2</b>	<p>Subcontractor will include team-based care inquiries to the "Quality Improvement Processes in Health Care Systems" survey to obtain a baseline of current practice. At minimum, the following inquiries will be included:</p> <ul style="list-style-type: none"> <li>A. Use of a team-based care model</li> <li>B. Utilization of a team-based care for the treatment and management of hypertension and diabetes, and if so</li> <li>C. The role of each team member</li> <li>D. Rate of patients' successful achievement of disease self-management</li> <li>E. Funding to support team-based care.</li> </ul>	5/1/15 - 6/29/15	PEP Program Manager, Clinic Services Director, Subcontractor	Survey Tool
<b>3</b>	Prepare and submit semi-annual reports.	1/1/15 - 6/29/15	PEP Program Manager	Submit Reports
<b>4</b>	Evaluation activities, participate in required webinars and trainings on data collection and performance measures.	1/1/15 - 6/29/15	PEP Program Manager	Submit Agendas, Training Materials
<b>5</b>	Consult with UCD Evaluator to identify and collect data for required performance measures.	1/1/15 - 6/29/15	PEP Program Manager	Compilation of data collected

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**Domain 4: Community-Clinical Linkages**  
**Strategy 1:** **Not Applicable for Monterey County**

Domain 4	Strategy 2: Increase use of lifestyle intervention programs in community setting for the primary prevention of type 2 diabetes.	Intervention 1: Increase referrals to, use of, and/or reimbursement for CDC recognized lifestyle change programs for the prevention of type 2 diabetes.	Activity	Timeline	Responsible Party	Deliverables
1			<p>Monterey County Prevention First staff and Subcontractor will meet with representative from Monterey County's Medi-Cal Managed Care Plan, Central California Alliance for Health (CACH) to introduce the goals and objectives of the grant and inquire about the following:</p> <ul style="list-style-type: none"> <li>a. Current interventions offered to beneficiaries diagnosed with pre-diabetes</li> <li>b. Status of coverage for National Diabetes Prevention Program (NDPP) services</li> <li>c. Provision and type of patient and provider incentives to address pre-diabetes.</li> </ul>	1/1/15 – 6/29/15	PEP Program Manager and Subcontractor	Meeting agenda and meeting minutes.

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2	<p><i>Monterey County Prevention First</i> staff and Subcontractor will prepare and send an introductory letter to Community Hospital of the Monterey Peninsula (CHOMP) CDC-recognized NDPP that describes the work of the grant related to increasing the use of lifestyle intervention programs in the community for primary prevention of type 2 diabetes and to request an introductory meeting to discuss opportunities for supporting and promoting the Diabetes Prevention Program classes.</p>	5/1/15 – 6/15/15	PEP Program Manager and Subcontractor	Boilerplate description of <i>Monterey County Prevention First</i> grant and scope of work; letter customized to Diabetes Prevention Program
3	<p><i>Monterey County Prevention First</i> staff and Subcontractor will attend the CDPH kick-off meeting and participate in webinars and teleconferences to share best-practices and receive training and technical assistance.</p>	4/15/15 - 6/29/15	PEP Program Manager and Subcontractor	<i>Monterey County Prevention First</i> staff oriented to broader goal of scope of work and list of program contacts and resources
4	<p><i>Monterey County Prevention First</i> staff will prepare and implement Memorandum of Understandings (MOUs) for participation in planning for NDPP surveys and trainings as part of 1305 Supplemental Grant with health care system partners who are members of the Safety Net Integration Council.</p>	4/1/15 - 6/29/15	PEP Program Manager, Clinic Services Manager	MOUs with Safety Net Integration Council partners
5	<p>PEP staff will work with UCD Evaluator to provide support for implementing evaluation plan as it relates to NDPP programs locally and collect data for required performance measures.</p>	4/1/15 - 6/29/15	Management Analyst III	Log of support provided and compilation of data collected
6	<p>Prepare semi-annual reports.</p>	1/1/15 - 6/29/15	PEP Program Manager	Submit Reports
7	<p>Evaluation activities, participate in required webinars and trainings on data collection and performance measures.</p>	1/1/15 - 6/29/15	PEP Program Manager	Submit Agendas, Training Materials

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<b>Domain 4</b>				
<b>Strategy 3: Increase use of health-care extenders in the community in support of self-management of high blood pressure and diabetes.</b>				
<b>Intervention 1: Increase engagement of community health workers (CHWs) in the provision of self-management programs.</b>				
	<b>Activity</b>	<b>Timeline</b>	<b>Responsible Party</b>	<b>Deliverables</b>
<b>1</b>	Subcontractor will reach out to local Community Organizations to develop list of organizations in county using CHWs in chronic disease prevention and control in preparation for Key Informant Interviews (KIIs).	5/1/15 – 6/29/15	Subcontractor	List of organizations to be used for KIIs with Diabetes Self-Management Education (DSME) programs
<b>2</b>	Subcontractor will prepare a joint introductory letter with <i>Monterey County Prevention First</i> staff and send it to the Diabetes Education Center, Diabetes & Nutrition Support Services, LLC, and Community Hospital of the Monterey Peninsula (CHOMP) that describes the work of the grant and to request meeting to gather information on reimbursement, referrals and engagement of community health workers in the provision of diabetes self-management and to identify opportunities to collaborate on a plan to meet the need for diabetic education in Monterey County.	6/2/15 – 6/29/15	PEP Program Manager and Subcontractor	Letter to the diabetes education programs
<b>3</b>	Subcontractor will make initial contact with the Health Services Advisory Group and begin to identify organizations in Monterey County employing community health workers.	6/2/15 – 6/29/15	Subcontractor	Draft list of organizations employing community health workers that serve Monterey County residents
<b>4</b>	Monterey County Prevention First staff and Subcontractor will attend and participate in CDPH sponsored trainings and teleconferences.	4/1/15 - 6/29/15	PEP Program Manager, Subcontractor	Meeting attendance logs
<b>5</b>	Prepare semi-annual reports.	1/1/15 - 6/29/15	PEP Program Manager	Submit Reports

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6	Evaluation activities, participate in required webinars and trainings on data collection and performance measures.	1/1/15 - 6/29/15	PEP Program Manager	Submit Agendas, Training Materials
7	Consult with UCD Evaluator to identify and collect data for required performance measures.	1/1/15 - 6/29/15	PEP Program Manager	Compilation of data collected
<b>Intervention 2: Increase engagement of CHWs to promote linkages between health systems and community resources for adults with high blood pressure.</b>				
	<b>Activity</b>	<b>Timeline</b>	<b>Responsible Party</b>	<b>Deliverables</b>
1	Subcontractor will reach out to the Health Services Advisory Group to identify local Community Organizations to in county using Community Health Workers and high blood pressure control evidence-based practices in preparation for KILLS.	5/1/15 – 6/29/15	Subcontractor	List of organizations to be used for KILLS with high blood pressure control programs
2	Subcontractor will make initial contact with Health Services Advisory Group and begin to identify organizations in Monterey County employing community health workers for working with residents who have high blood pressure.	6/1/15 – 6/29/15	PEP Program Manager and Subcontractor	Draft list of organizations employing community health workers that serve Monterey County residents
3	Monterey County Prevention First staff and Subcontractor will attend and participate in CDPH sponsored trainings and teleconferences.	4/1/15 – 6/29/15	PEP Program Manager and Subcontractor	Submit Meeting attendance logs
4	Prepare semi-annual reports.	1/1/15 - 6/29/15	PEP Program Manager	Submit Reports
5	Evaluation activities, participate in required webinars and trainings on data collection and performance measures.	1/1/15 - 6/29/15	PEP Program Manager	Submit Agendas, Training Materials
6	Consult with UCD Evaluator to identify and collect data for required performance measures.	1/1/15 - 6/29/15	PEP Program Manager	Compilation of data collected

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Year 2

<b>Domain 3 Health System Interventions</b>				
<b>Strategy 1: Increase implementation of quality improvement processes in health systems.</b>				
<b>Intervention 1: Increase electronic health record adoption and the use of health information technology to improve performance.</b>				
	<b>Activity</b>	<b>Timeline</b>	<b>Responsible</b>	
			<b>Deliverables</b>	
1	Check database of key stakeholders (using the Central California Alliance for Health (CACH) Monterey County provider list) to ensure the inclusion of health care systems, clinics and private practitioners serving Monterey County's adult Medi-Cal and Medicare populations for use when inviting respondents to participate in "Quality Improvement Processes in Health Care Systems" survey.	6/30/15 – 7/31/15	Subcontractor	Copy of updated database
2	Subcontractor will develop an article to publish in Monterey County Health Department's "Provider Update" bulletin, announcing Monterey County's participation in the Prevention First grant, describing the grantee's role in assessing the status of providers expanding the use of health information technology for quality improvement in the treatment of diabetes and hypertension, and inviting and encouraging participation in the upcoming "Quality Improvement Processes in Health Care Systems" survey.	9/1/15 - 9/30/15	Subcontractor	Published article
3	Subcontractor will complete and validate survey questions and administer the "Quality Improvement Processes in Health Care Systems" survey, electronically via Survey Monkey to Monterey County Medi-Cal enrolled providers.	6/30/15 – 11/30/15	Subcontractor	Email to Providers, Copy of Survey

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4	Subcontractor will analyze data from survey and prepare report with recommendations on methods to improve implementation of MU and Health Information Exchange (HIE), especially as it relates to quality improvement interventions for improved patient outcomes and reporting on National Quality Forum (NQF) measures 18 and 59.	1/1/16 – 6/29/16	Subcontractor	Summary of data analysis, Report with recommendations
5	<i>Monterey County Prevention First staff and Subcontractor will attend and participate in CDPH sponsored trainings and teleconferences.</i>	6/30/15 – 6/29/16	PEP Program Manager, Subcontractor	Agenda, Training Materials, Registration/sign-in Sheet
6	Prepare semi-annual reports.	6/30/15 - 6/29/16	PEP Program Manager	Submit Reports
7	Evaluation activities, participate in required webinars and trainings on data collection and performance measures.	6/30/15 - 6/29/16	PEP Program Manager	Submit Agendas, Training Materials
8	Consult with UCD Evaluator to identify and collect data for required performance measures.	6/30/15 - 6/29/16	PEP Program Manager	Compilation of data collected
<b>Intervention 2: Increase institutionalization and monitoring of aggregated/standardized quality measures at the provider and system level.</b>				
<b>Activity</b>				
1	Subcontractor and <i>Monterey County Prevention First staff</i> will continue to finalize action plan for promoting standardization of quality improvement (QI) processes, as per Year 1 scope.	6/30/15 – 12/30/16	Subcontractor, PEP Program Manager	Action Plan
2	Subcontractor and <i>Monterey County Prevention First staff</i> will identify and coordinate the participation of Monterey County providers and/or health systems representatives in Learning Action Network (LAN) events focused on sharing best practice strategies for institutionalizing and monitoring aggregate/ standardized quality measures.	3/1/16 – 6/29/16	PEP Program Manager, Clinic Services Manager, IT Manager, and Subcontractor	LAN Announcements, List of providers participating in LANs

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3	Subcontractor will identify providers whose EHRs include MU capability who are interested in participating in a forum focused on developing standardized protocols and processes for monitoring and sharing standardized quality measures.	3/1/16 – 6/29/16	Subcontractor	List of providers and health care systems representatives interested in participating in quality improvement forum
4	Subcontractor will present project progress to Safety Net Integration Council and begin discussion on collaborating on standardizing performance measures, best practice protocols to increase improving processes in Health Care Systems and focus on improving quality of care, effective delivery, and use of clinical and other preventive services and opportunities to continue to explore collaboration on grant goals with this workgroup.	8/1/15 – 12/31/15	Subcontractor	Summary of meetings, with decisions and recommendations
5	PEP unit will collaborate with UCD Evaluator, to develop the <i>Monterey County Prevention First</i> evaluation design and reporting expectations. Activities to include monitoring HIT/EHR implementation and QI processes.	6/30/15 – 6/29/16	Management Analyst III	Evaluation plan
6	Subcontractor will meet with Central Coast Health Connect (health information exchange) to share grant focus and goals and to promote reporting on NQF 18 and 59 performance measures.	6/30/15 – 7/31/15	Subcontractor	Agenda, Power Point, Minutes
7	Prepare semi-annual reports.	6/30/15 - 6/29/16	PEP Program Manager	Submit Reports
8	Evaluation activities, participate in required webinars and trainings on data collection and performance measures.	6/30/15 - 6/29/16	PEP Program Manager	Submit Agendas, Training Materials
9	Consult with UCD Evaluator to identify and collect data for required performance measures.	6/30/15 - 6/29/16	PEP Program Manager	Compilation of data collected



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<b>Domain 3</b>				
<b>Strategy 2: Increase the use of team-based care in health systems.</b>				
<b>Intervention 1: Increase engagement of non-physician team members (nurses, pharmacists, and patient navigators) in hypertension and diabetes in health care systems.</b>				
	<b>Activity</b>	<b>Timeline</b>	<b>Responsible Party</b>	<b>Deliverables</b>
<b>1</b>	Subcontractor will administer "Quality Improvement Processes in Health Care Systems" survey which will have a component related to team-based care with providers.	6/30/15 - 11/30/16	Subcontractor	Survey, Survey data
<b>2</b>	Subcontractor will analyze results from "Quality Improvement Processes in Health Care Systems" survey.	1/1/16 - 4/30/16	Subcontractor	Summary of survey/data analysis
<b>3</b>	Subcontractor will discuss with Safety Net Integration Council survey results and work with <i>Monterey County Prevention First I</i> staff and Council to identify appropriate partners, health care systems to focus on quality improvement initiatives that include use of team-based care for the treatment of diabetes and high blood pressure.	5/1/16 - 6/29/16	Subcontractor, PEP Program Manager, Clinic Services Manager, IT Manager	Meeting minutes. List of providers and health care systems engaging non-physician team members and those using team-based care in the treatment of hypertension and diabetes
<b>4</b>	Coordinate and convene partners/health care systems in one – two 60 – 90 minute meetings to discuss Prevention First goals, encourage, and promote their participation as champion sites for implementing non-physician team members in the management of hypertension and diabetes management.	5/1/16 – 6/29/16	Subcontractor, PEP Program Manager	Agenda, Power point presentations, Meeting Minutes
<b>5</b>	PEP unit will collaborate with UCD Evaluator for guidance and support toward the development of an evaluation plan of team-based care activities.	6/30/15 – 6/29/16	Management Analyst III	TA Log, Evaluation plan

Exhibit A  
Scope of Work

6	Prepare semi-annual reports.	6/30/15 - 6/29/16	PEP Program Manager	Submit Reports
7	Evaluation activities, participate in required webinars and trainings on data collection and performance measures.	6/30/15 - 6/29/16	PEP Program Manager	Submit Agendas, Training Materials
8	Consult with UCD Evaluator to identify and collect data for required performance measures.	6/30/15 - 6/29/16	PEP Program Manager	Compilation of data collected

**Domain 4: (Community-Clinical Linkages)**  
**Strategy 1:**

**Not Applicable for Monterey County**

**Domain 4**

**Strategy 2: Increase use of lifestyle intervention programs in community setting for the primary prevention of type 2 diabetes.**

**Intervention 1: Increase referrals to, use of, and/or reimbursement for CDC recognized lifestyle change programs for the prevention of type 2 diabetes.**

	Activity	Timeline	Responsible Party	Deliverables
1	Monterey County Prevention First staff and Subcontractor will meet with CHOMP CDC-recognized NDPP administrator and instructor to identify persons for KIJs to gather information about marketing program, referrals, reimbursement, access limitations and service delivery challenges and to share information garnered from interviews with CCAH.	7/15/15 -- 8/30/15	PEP Program Manager and Subcontractor	Agenda and meeting minutes including issues needing address to broaden reach and identified next steps
2	Monterey County Prevention First staff and Subcontractor will work with CHOMP Diabetes Prevention Program staff to develop and implement a plan to reach out to Medi-Cal managed care to provide business case for reimbursement for NDPP.	9/1/15 -- 10/31/15	PEP Program Manager and Subcontractor	Agreed upon written plan and implementation timeline

Exhibit A  
Scope of Work

	Subcontractor	Klls.
<p><b>3</b> Subcontractor will request time on agenda at Monterey Peninsula safety net providers' staff meetings to present a prepared PowerPoint presentation describing the high burden of prediabetes, NDPP and its benefits to pre-diabetic patients, promoting the adoption of protocols to institutionalize provider referrals to NDPP; options for referrals (incorporate into EHR, referral forms, etc.), and contact information for the CHOMP Diabetes Prevention Program. Provide resources to providers such as the CDC/AMA provider toolkit for preventing type 2 diabetes.</p>	<p>6/30/15 – 11/1/15</p>	
<p><b>4</b> <i>Monterey County Prevention First</i> staff and Subcontractor will attend CDPH trainings and webinars related to lifestyle intervention programs.</p>	<p>PEP Program Manager and Subcontractor</p>	<p>Meeting attendee logs and minutes</p>
<p><b>5</b> PEP staff will continue to work with UCD Evaluator to provide support for implementing evaluation plan as it relates to NDPP programs locally.</p>	<p>Management Analyst III</p>	<p>Log of support provided</p>
<p><b>6</b> Prepare semi-annual reports.</p>	<p>PEP Program Manager</p>	<p>Submit Reports</p>
<p><b>7</b> Evaluation activities, participate in required webinars and trainings on data collection and performance measures.</p>	<p>PEP Program Manager</p>	<p>Submit Agendas, Training Materials</p>
<p><b>8</b> Consult with UCD Evaluator to identify and collect data for required performance measures.</p>	<p>PEP Program Manager</p>	<p>Compilation of data collected</p>

Exhibit A  
Scope of Work

<b>Domain 4</b>				
<b>Strategy 3: Increase use of health-care extenders in the community in support of self-management of high blood pressure and diabetes.</b>				
<b>Intervention 1: Increase engagement of CHWs in the provision of self-management programs.</b>				
	<b>Activity</b>	<b>Timeline</b>	<b>Responsible Party</b>	<b>Deliverables</b>
<b>1</b>	Subcontractor will develop two KIIs, one with community organizations utilizing CHWs and inquire about the scope in which they are used and if there is data to show their effectiveness. The other interview will be of the American Diabetes Association (ADA)/American Association of Diabetes Educators (AADE) DSME programs to follow up on year 1 letter and will ask agencies that provide DSME programs about current utilization of CHWs in program delivery.	6/30/15 – 11/1/15	Subcontractor	KII questions.
<b>2</b>	Subcontractor will conduct surveys with staff from key organizations.	11/1/15 – 2/28/16	Subcontractor	Responses and survey results database
<b>3</b>	Subcontractor will analyze results of surveys and produce report with recommendations on how the local health department can partner with local health system and ADA/AADE DSME programs to promote engagement of CHW in provision of care for persons with diabetes.	3/1/16 – 4/30/16	Subcontractor	Report summarizing results from KIIs, matrix summarizing information on organizations using Community Health Workers and recommendations for how to promote engagement of CHW and partnering with ADA/AADE programs
<b>4</b>	Subcontractor will use results of survey to develop draft brochure for use by community organizations that promotes ADA/AADE DSME programs for adults with diabetes in addition to other community resources.	6/30/15 – 6/29/16	Subcontractor	Draft brochure

Exhibit A  
Scope of Work

5	<p><i>Monterey County Prevention First</i> staff and Subcontractor will attend CDPH calls, webinars and trainings.</p>	6/30/15 – 6/29/16	PEP Program Manager and Subcontractor	Attendance on calls
6	<p>PEP staff will work with UCD Evaluator to implement evaluation plan for local work on engagement of CHWs.</p>	6/30/15 – 6/29/16	Management Analyst III	Log of support provided
7	<p>Prepare semi-annual reports.</p>	6/30/15 - 6/29/16	PEP Program Manager	Submit Reports
8	<p>Evaluation activities, participate in required webinars and trainings on data collection and performance measures.</p>	6/30/15 - 6/29/16	PEP Program Manager	Submit Agendas, Training Materials
9	<p>Consult with UCD Evaluator to identify and collect data for required performance measures.</p>	6/30/15 - 6/29/16	PEP Program Manager	Compilation of data collected

Exhibit A  
Scope of Work

<b>Intervention 2: Increase engagement of CHWs to promote linkages between health systems and community resources for adults with high blood pressure.</b>				
	<b>Activity</b>	<b>Timeline</b>	<b>Responsible Party</b>	<b>Deliverables</b>
<b>1</b>	Subcontractor will develop a survey to conduct KIIs of community organizations using community health workers for provision of participant education and support, to query whether data has been collected to demonstrate improved high blood pressure control, if they are providing self-management programs, to assess if community health workers are or have been assigned to work with adults with high blood pressure, what resources the organization provides for adults with high blood pressure, and the payment structure the activities were compensated.	6/30/15 – 11/1/15	Subcontractor	KII questions
<b>2</b>	Subcontractor will conduct survey with staff from key organizations.	11/1/15 – 2/28/16	Subcontractor	Responses and survey results database
<b>3</b>	Subcontractor will analyze results of survey and produce report with recommendations on how the local health department can partner with local health system to promote engagement of CHW in provision of care for persons with high blood pressure.	3/1/16 – 4/30/16	Subcontractor	Report summarizing results from KIIs, matrix summarizing information on organizations using Community Health Workers and recommendations for how to promote engagement of CHW
<b>4</b>	Subcontractor will use results of survey to develop draft brochure for use by community organizations that identifies community resources for adults with high blood pressure.	6/30/15 – 6/29/16	Subcontractor	Draft brochure

Exhibit A  
Scope of Work

5	<p>Monterey County Prevention First staff and Subcontractor will attend CDPH calls, webinars, and trainings.</p>	6/30/15 – 6/29/16	PEP Program Manager and Subcontractor	Attendance on calls
6	<p>PEP staff will support UCD Evaluators in implementation of evaluation plan as it relates to work conducted to increase engagement of CHWs and identify and collect data for required performance measures.</p>	6/30/15 – 6/29/16	Management Analyst III	Log of support provided and compilation of data collected
7	<p>Prepare semi-annual reports.</p>	6/30/15 - 6/29/16	PEP Program Manager	Submit Reports
8	<p>Evaluation activities, participate in required webinars and trainings on data collection and performance measures.</p>	6/30/15 - 6/29/16	PEP Program Manager	Submit Agendas, Training Materials

Exhibit A  
Scope of Work

Year 3

Domain 3 Health System Interventions			
Strategy 1: Increase implementation of quality improvement processes in health systems.			
Intervention 1: Increase electronic health record adoption and the use of health information technology to improve performance.			
	Activity	Timeline	Responsible Party
1	<p>Subcontractor will work with <i>Monterey County Prevention First</i> staff, Safety Net Integration Council, using data from environmental scan and QIPHC survey and with input from CDPH staff as appropriate to share findings on but not limited to the following..</p> <ul style="list-style-type: none"> <li>a) Prevalence of EHR implementation</li> <li>b) Capacity for data retrieval/exchange</li> <li>c) Areas to improve/expand data sharing</li> <li>d) Methods to increase NQF 18 &amp; 59 reporting</li> <li>e) Identify QI training and technical assistance needs</li> </ul>	6/30/16 – 11/30/16	PEP Program Manager, Clinic Services Manager, IT Manager, Subcontractor
2	<p>Subcontractor will work with Safety Net Integration Council and CDPH staff (other TA experts) to identify strategies to encourage and provide technical assistance and resources to providers and health systems reporting use of an EHR but not employing MU to identify quality improvement interventions for improved patient outcomes (based on survey results).</p>	6/30/16 – 6/29/17	Subcontractor
			Deliverables
			<p>Power point presentation, Survey Results, Data Analysis, Quality Improvement Resources describing NQF 18 and 59 measures; reporting requirements</p>
			<p>TA Log, Summary of TA provided, Training and technical assistance resources posted on <i>Monterey County Prevention First</i> website</p>



Exhibit A  
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3	Monterey County Prevention First staff and Subcontractor will attend and participate in CDPH sponsored trainings and teleconferences.	6/30/16 – 6/29/17	PEP Program Manager, Subcontractor	Agenda, Training Materials								
4	Subcontractor in collaboration with Prevention First staff will identify providers/health care system with efficient EHR/MU reporting status/capability to serve as mentor/champion to provide “how to” resource information to other partners/stakeholders needing to improve/expand QI service capacity.	6/30/16 – 6/29/17	PEP Program Manager, Subcontractor	List of providers/health care system to serve as mentors/champions								
5	Prepare semi-annual reports.	6/30/16 - 6/29/17	PEP Program Manager	Submit Reports								
6	Evaluation activities, participate in required webinars and trainings on data collection and performance measures.	6/30/16 - 6/29/17	PEP Program Manager	Submit Agendas, Training Materials								
7	Consult with UCD Evaluator to identify and collect data for required performance measures.	6/30/16 - 6/29/17	PEP Program Manager	Compilation of data collected								
<b>Intervention 2: Increase institutionalization and monitoring of aggregated/standardized quality measures at the provider and system level.</b>												
<table border="1"> <thead> <tr> <th data-bbox="964 128 1029 590">Activity</th> <th data-bbox="964 590 1029 959">Timeline</th> <th data-bbox="964 959 1029 1272">Responsible Party</th> <th data-bbox="964 1272 1029 1986">Deliverables</th> </tr> </thead> <tbody> <tr> <td data-bbox="1029 128 1396 1272"> <p>1</p> <p>Monterey County Prevention First staff and Subcontractor will develop and coordinate promotional advertisement with Safety Net Integration partners and stakeholders on LAN trainings to encourage participation for the purpose of sharing best practice strategies for monitoring and institutionalizing standardized measures for reporting NQF 18 and 59.</p> </td> <td data-bbox="1029 590 1396 959">6/30/16 – 6/29/17</td> <td data-bbox="1029 959 1396 1272">PEP Program Manager, Clinic Services Manager, and Subcontractor</td> <td data-bbox="1029 1272 1396 1986">Copies of promotional advertisement, List of advertisement placement</td> </tr> </tbody> </table>					Activity	Timeline	Responsible Party	Deliverables	<p>1</p> <p>Monterey County Prevention First staff and Subcontractor will develop and coordinate promotional advertisement with Safety Net Integration partners and stakeholders on LAN trainings to encourage participation for the purpose of sharing best practice strategies for monitoring and institutionalizing standardized measures for reporting NQF 18 and 59.</p>	6/30/16 – 6/29/17	PEP Program Manager, Clinic Services Manager, and Subcontractor	Copies of promotional advertisement, List of advertisement placement
Activity	Timeline	Responsible Party	Deliverables									
<p>1</p> <p>Monterey County Prevention First staff and Subcontractor will develop and coordinate promotional advertisement with Safety Net Integration partners and stakeholders on LAN trainings to encourage participation for the purpose of sharing best practice strategies for monitoring and institutionalizing standardized measures for reporting NQF 18 and 59.</p>	6/30/16 – 6/29/17	PEP Program Manager, Clinic Services Manager, and Subcontractor	Copies of promotional advertisement, List of advertisement placement									

Exhibit A  
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<p><b>2</b> Develop and provide LAN events to provide training and/or t/a to Providers/Health Systems on implementing processes to improve quality performance. Specific LANs might include but not be limited to: utilizing health care teams to improve management of hypertension; and developing and implementing protocols to monitor hypertension, patient medication adherence.</p>	<p>6/30/16 – 12/30/16</p>	<p>Subcontractor</p>	<p>Schedule of LAN events, Agenda, Training Materials</p>
<p><b>3</b> Subcontractor will work with Central Coast Health Connect and the Health Department Information System Manager to identify and manage a web-based data dashboard for “enrolled” entities to share data and communicate strategies found to improve management of hypertension and diabetes.</p>	<p>6/30/16 – 6/29/17</p>	<p>Subcontractor, Information System Manager (in-kind)</p>	<p>Copies of Dashboard, Hypertension and Diabetes Reports Summary of Quality Improvement Meetings</p>
<p><b>4</b> Subcontractor will work with local health care systems representatives to develop standardized best practice protocols to increase quality improvement processes in local health systems focusing on quality of care, service delivery, and use of clinical and other preventive services (data dash board).</p>	<p>6/30/2016 – 6/29/2017</p>	<p>Subcontractor</p>	<p>Copy of Protocols, Compilation and website posting of best-practice protocols and associated rates of achieving HbA1c&lt;9 and blood pressure &lt;140/90</p>
<p><b>5</b> Coordinate and conduct monthly or bi-monthly webinars for dashboard trainings to track/monitor QI processes, NQF 18 &amp; 59 reporting, patient outcomes, disease management, and to problem solve challenges and/or barriers regarding QI.</p>	<p>6/30/16 – 6/29/17</p>	<p>Subcontractor</p>	<p>Webinar attendance, Training Materials</p>

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6	Monterey County's PEP unit will collaborate with UCD Evaluator to receive technical assistance in the development and implementation of a <i>Prevention First</i> evaluation plan and collect data for required performance measures.	6/30/16 – 6/29/17	Management Analyst III	Evaluation Plan and compilation of data collected.
7	Prepare semi-annual reports.	6/30/16 - 6/29/17	PEP Program Manager	Submit reports
8	Evaluation activities, participate in required webinars and trainings on data collection and performance measures.	6/30/16 - 6/29/17	PEP Program Manager	Submit Agendas, Training Materials

**Domain 3**

**Strategy 2: Increase the use of team-based care in health systems.**

**Intervention 1: Increase engagement of non-physician team members (nurses, pharmacists, and patient navigators) in hypertension and diabetes in health care systems.**

	Activity	Timeline	Responsible Party	Deliverables
1	Subcontractor will use environmental scan results to identify and enlist champions and key partners to promote, provide guidance and support in the use of non-physician team members as a best practice strategy in the management of hypertension and diabetes.	6/30/16 – 9/30/17	Subcontractor	Log of outreach and discussion with champions and partners.  PowerPoint highlighting local best practices.

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2	<p>Convene monthly or bi-monthly meetings with champion sites (health care systems and providers) to discuss, review and incorporate principles of Team-Based Care including</p> <ul style="list-style-type: none"> <li>a) Shared goals</li> <li>b) Clear Roles/Responsibilities</li> <li>c) Mutual Trust</li> <li>d) Effective Communication</li> <li>e) Measurable Processes and Outcomes</li> <li>f) Review implementation progress, challenges, barriers, and identify solutions.</li> </ul>	6/30/16 – 6/29/17	Subcontractor	Meeting Minutes, Summary of Team-Based Care decisions and/or recommendations
3	<p>Subcontractor will work with the Health Services Advisory Group for guidance in preparing a presentation and issuing an invitation requesting two local health care quality improvement committees, coalitions or workgroups present respective team-based care models and recognized best practices for adopting non-physician team-based care models as a strategy in the management of diabetes and hypertension.</p>	10/1/16 – 12/31//16	Subcontractor	PowerPoint presentation, Invitation of request for Team-Based Care model presentation

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	Subcontractor	Pilot Study Implementation Plan
<p><b>4</b> Subcontractor will develop a plan to pilot an expanded team-based care (TBC) model/guidelines for local use and will consider the following:</p> <ul style="list-style-type: none"> <li>• TBC is a health system-level, organizational intervention that incorporates a multi-disciplinary team to improve the quality of hypertension care for patients.</li> <li>• TBC is established by adding new staff or changing the roles of existing staff</li> <li>• TBC Principles               <ul style="list-style-type: none"> <li>○ Shared Goals</li> <li>○ Clear Roles</li> <li>○ Mutual Trust</li> <li>○ Effective Communication</li> <li>○ Measurable Processes and Outcomes</li> </ul> </li> </ul>	<p>1/1/17 – 3/30/17</p>	
<p><b>5</b> Subcontractor will work with one organization to develop a timeline to pilot test expanded TBC model/guidelines. Subcontractor will work with the site to implement and assess changes in practice through the use of expanded primary care models, such as; patient centered medical home, community care teams, and community health workers.</p>	<p>4/1/17 – 6/29/17</p>	<p>Timeline, Meeting Notes (Progress Summary, Challenges/Barriers)</p>
<p><b>6</b> PEP unit will collaborate with UCD Evaluator for guidance and support in monitoring and evaluating team-based care activities.</p>	<p>6/30/16 – 6/29/17</p>	<p>Management Analyst III TA Log, Evaluation Plan</p>

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7	Prepare semi-annual reports.	6/30/16 - 6/29/17	PEP Program Manager	Submit reports
8	Evaluation activities, participate in required webinars and trainings on data collection and performance measures.	6/30/16 - 6/29/17	PEP Program Manager	Submit Agendas, Training Materials
9	Consult with UCD Evaluator to identify and collect data for required performance measures.	6/30/16 - 6/29/17	PEP Program Manager	Compilation of data collected

**Domain 4: Community-Clinical Linkages**  
**Strategy 1:**

**Not Applicable for Monterey County**

**Domain 4**

**Strategy 2: Increase use of lifestyle intervention programs in community setting for the primary prevention of type 2 diabetes.**

**Intervention 1: Increase referrals to, use of, and/or reimbursement for CDC recognized lifestyle change programs for the prevention of type 2 diabetes.**

	Activity	Timeline	Responsible Party	Deliverables
1	Subcontractor will continue to attend Monterey Peninsula safety net providers staff meetings and will present prepared PowerPoint describing the project activities over the last year and encourage involvement in year 3 and year 4 activities.	6/30/16 – 6/29/17	Subcontractor	Log of presentations, attendee lists

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2	Subcontractor as part of attending providers' staff meetings and depending on recommendations from KILs will explore mechanisms to support improvements to linkages between the CHOMP Diabetes Prevention Program and organizations employing community health workers and other resources to encourage provision of NDPP classes in English and Spanish for underserved populations. Program staff will post information from findings on website.	6/30/16 – 6/29/17	Subcontractor	Plan for linkage improvements. Log of presentations, attendee lists. Postings of opportunities on website.
3	Subcontractor will work with CHOMP Diabetes Prevention Program staff to prepare and offer webinar to local Medi-Cal managed care providers to present business case for reimbursement for NDPP.	6/30/16 – 6/29/17	Subcontractor	Webinar attendance log
4	Attend CDPH trainings, calls, and webinars.	6/30/16 – 6/29/17	PEP Program Manager, Subcontractor	Attendance logs
5	PEP staff will continue to work with UCD Evaluator to provide support for implementing evaluation plan as it relates to NDPP programs locally.	6/30/16 – 6/29/17	Management Analyst III	Log of support provided
6	Prepare semi-annual reports.	6/30/16 - 6/29/17	PEP Program Manager	Submit reports
7	Evaluation activities, participate in required webinars and trainings on data collection and performance measures.	6/30/16 - 6/29/17	PEP Program Manager	Submit Agendas, Training Materials

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8	Consult with UCD Evaluator to identify and collect data for required performance measures.	6/30/16-6/29/17	PEP Program Manager	Compilation of data collected
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<b>Domain 4</b>				
<b>Strategy 3: Increase use of health-care extenders in the community in support of self-management of high blood pressure and diabetes.</b>				
<b>Intervention 1: Increase engagement of CHWs in the provision of self-management programs.</b>				
	Activity	Timeline	Responsible Party	Deliverables
1	Subcontractor will use informational brochure on use of CHWs and diabetes self-management programs to reach out to local health care system organizations and generate dialogue on expanding use of CHWs.	6/30/16 – 12/31/16	Subcontractor	Informational letter, log of emailing to accredited DSME programs
2	Subcontractor will begin to develop training to be offered as Continuing Education opportunity webinars in year 4 for local health system providers that highlights best practices used locally as well as opportunities indicated by KII.	1/1/17 – 6/29/17	Subcontractor	Outline for training, PowerPoint, announcement for webinar
3	<i>Monterey County Prevention First</i> staff and Subcontractor will attend CDPH calls and webinars.	6/30/16 – 6/29/17	PEP Program Manager and Subcontractor	Attendance on calls and webinars
4	PEP staff will work with UCD Evaluator to continue to implement evaluation plan for local work on engagement of CHWs.	6/30/16 – 6/29/17	Management Analyst III	Log of support provided.
5	Prepare semi-annual reports.	6/30/16 - 6/29/17	PEP Program Manager	Submit reports



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6	Evaluation activities, participate in required webinars and trainings on data collection and performance measures.	6/30/16 - 6/29/17	PEP Program Manager	Submit Agendas, Training Materials
7	Consult with UCD Evaluator to identify and collect data for required performance measures.	6/30/16 - 6/29/17	PEP Program Manager	Compilation of data collected
<b>Intervention 2: Increase engagement of CHWs to promote linkages between health systems and community resources for adults with high blood pressure.</b>				
<b>Activity</b>				
1	Subcontractor will use informational brochure on use of CHWs as a linkage between health systems and community resources for adults with high blood pressure to reach out to local health care system organizations and generate dialogue on expanding use of CHWs.	6/30/16 – 12/31/16	Subcontractor	Informational letter, communication log
2	Subcontractor will begin to develop training to be offered as Continuing Education opportunity webinars in year 4 for local health system providers that highlight best practices used locally as well as opportunities indicated by KII on the benefits of engaging CHWs in chronic disease prevention and control.	1/1/17 – 6/29/17	Subcontractor	Outline for training, PowerPoint, announcement for webinar
3	Subcontractor in collaboration with MCHD staff will use results of KII to develop plan for expansion of local community health worker capacities, including defining a locally appropriate, but generalized scope of work, involving leadership across organizations to build centralized support for CHWs, and creating CHW positions within organization's human resources departments.	6/30/16 – 6/29/17	PEP Program Manager, Clinic Manager, Subcontractor	Plan for integration of CHWs into health care teams

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4	Monterey County Prevention First staff and Subcontractor will attend CDPH calls, webinars, and trainings.	6/30/16 – 6/29/17	PEP Program Manager and Subcontractor	Attendance on calls and webinars
5	PEP staff will continue to support UCD Evaluators in implementation of evaluation plan as it relates to work conducted to increase engagement of CHWs and collect data for required performance measures.	6/30/16 – 6/29/17	Management Analyst III	Log of support provided and compilation of data
6	Prepare semi-annual reports.	6/30/16 - 6/29/17	PEP Program Manager	Submit reports
7	Evaluation Activities, participate in required webinars and trainings on data collection and performance measures.	6/30/16 - 6/29/17	PEP Program Manager	Submit Agendas, Training Materials

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Year 4

Domain 3 Health System Interventions			
Strategy 1: Increase implementation of quality improvement processes in health systems.			
Intervention 1: Increase electronic health record adoption and the use of health information technology to improve performance.			
	Activity	Timeline	Responsible Party
1	<p><i>Monterey County Prevention First</i> staff and Subcontractor will continue to work with Safety Net Integration Council to prioritize and target providers, based on responses to the "Quality Improvement Processes in Health Care Systems" survey, to increase electronic health record implementation, Meaningful Use appropriate for managing treatment of diabetes and high blood pressure, and use of data to improve protocols and practices for improved health outcomes.</p>	6/30/17 – 6/29/18	PEP Program Manager, Clinic Services Manager, and Subcontractor
2	<p><i>Monterey County Prevention First</i> staff and Subcontractor will continue to work with local health care systems to develop standardized best practice protocols to increase quality improvement processes in health care systems focused on improving the quality of care, effective delivery, and use of clinical and other preventive services.</p>	6/30/17 – 6/29/18	PEP Program Manager, Clinic Services Manager, and Subcontractor
			Deliverables
			Meeting Action Items, outreach emails with information on implementation of EHR and MU
			Revised list of and copies of best practice protocols

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3	Subcontractor will convene meetings with individual practices not having adopted an EHR, or not using their EHR for MU to identify opportunities for improvements, and to encourage tracking and reporting on National Quality Foundation measures related to high blood pressure and diabetes.	6/30/17 – 6/29/18	Subcontractor	Meeting agendas and minutes
4	Monterey County <i>Prevention First</i> staff and Subcontractor will develop and hold a Learning Action Network event in Monterey County for local providers, health care systems and Central Coast Health Connect representatives to share methods and best-practice strategies to monitor and institutionalize standardized measures for reporting NQF 18 and 59 quality measures.	6/30/17 – 6/29/18	Subcontractor	Agenda, attendance logs, and evaluations for LAN event
5	<i>Monterey County Prevention First</i> staff and Subcontractor will attend and participate in CDPH sponsored trainings and teleconferences.	6/30/17 – 6/29/18	PEP Program Manager and Subcontractor	Agenda, Training Materials
6	Prepare semi-annual reports.	6/30/17-6/29/18	PEP Program Manager	Submit reports
7	Evaluation activities, participate in required webinars and trainings on data collection and performance measures.	6/30/17-6/29/18	PEP Program Manager	Submit Agendas, Training Materials
8	Consult with UCD Evaluator to identify and collect data for required performance measures.	6/30/17-6/29/18	PEP Program Manager	Compilation of data collected

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<b>Intervention 2: Increase institutionalization and monitoring of aggregated/standardized quality measures at the provider and system level.</b>				
	<b>Activity</b>	<b>Timeline</b>	<b>Responsible Party</b>	<b>Deliverables</b>
<b>1</b>	<p>Monterey County <i>Prevention First</i> staff and Subcontractor will continue to have meetings with Central Coast Health Connect staff and continue to refine data dashboards to provide opportunities to encourage local Safety-Net providers with electronic health records to report on NQF 18 and 59 measures for patients with hypertension, diabetes and pre-diabetes.</p>	6/30/17 – 12/31/17	PEP Program Manager and Subcontractor	Meeting agenda and minutes
<b>2</b>	<p>Monterey County <i>Prevention First</i> staff and Subcontractor will host a Learning Action Network event for local providers, health systems and the Health Information Exchange Network representatives for the purpose of sharing best practice strategies for monitoring and institutionalizing standardized measures for reporting NQF 18 and 59.</p>	6/30/17 – 6/29/18	Subcontractor	LAN Agenda, Training Materials, Attendee Roster
<b>3</b>	<p>Monterey County <i>Prevention First</i> staff and Subcontractor will identify and provide technical assistance to providers and health care systems for targeted quality improvement interventions to improve use of HIT.</p>	1/2/18 – 6/29/18	Subcontractor	Email to providers offering technical assistance, technical assistance log.

Exhibit A  
Scope of Work

<p><b>4</b> Monterey County Prevention First staff will work with Central Coast Health Connect (health information exchanges) to identify and target providers and health care system physicians meeting technical criteria for enrollment but not yet enrolled in exchange, to assess barriers to their enrollment, and provide technical assistance and/or encouragement to enroll and utilize functionality of exchange EHRs.</p>	<p>6/30/17 – 6/29/18</p>	<p>Subcontractor</p>	<p>Information sheet, email and mail outreach/TA log</p>
<p><b>5</b> Monterey County's PEP unit will collaborate with UCD Evaluator to receive technical assistance in the development and implementation of a Prevention First Evaluation Plan.</p>	<p>6/30/17 – 6/29/18</p>	<p>Management Analyst III</p>	<p>Log of support provided. Evaluation Plan</p>
<p><b>6</b> Prepare semi-annual reports.</p>	<p>6/30/17-6/29/18</p>	<p>PEP Program Manager</p>	<p>Submit reports</p>
<p><b>7</b> Evaluation Activities, participate in required webinars and trainings on data collection and performance measures.</p>	<p>6/30/17-6/29/18</p>	<p>PEP Program Manager</p>	<p>Submit Agendas, Training Materials</p>
<p><b>8</b> Consult with UCD Evaluator to identify and collect data for required performance measures.</p>	<p>6/30/17-6/29/18</p>	<p>PEP Program Manager</p>	<p>Compilation of data collected</p>

Exhibit A  
Scope of Work

Domain 3 Strategy 2: Increase the use of team-based care in health systems.				
Intervention 1: Increase engagement of non-physician team members (nurses, pharmacists, and patient navigators) in hypertension and diabetes in health care systems.				
	Activity	Timeline	Responsible Party	Deliverables
1	Subcontractor will continue to convene monthly or bimonthly meetings with champion sites to discuss Team-Based Care system improvements.	6/30/17 – 6/29/18	Subcontractor	Meeting Minutes
2	Subcontractor will continue to work with one organization to pilot test guidelines and explore expansion to other sites for assessing and implementing changes in practice through the use of expanded primary care models, such as, patient centered medical home, community care teams, and community health workers.	6/30/17 – 6/29/18	PEP Program Manager and Subcontractor	Summary Report of pilot site implementation, successes, challenges/barriers and recommendation for potential expansions
3	<i>Monterey County Prevention First</i> staff and Subcontractor will prepare and publish three consecutive articles for the <i>Monterey County Health</i> pilot study and <i>use of non-physician extenders</i> , describing other local practices and success stories, and providing resources to learn more about multidisciplinary team models achieving successful high blood pressure and A1c control.	6/30/17 – 6/29/18	PEP Program Manager, Clinic Services Manager, Subcontractor	Published Articles

Exhibit A  
Scope of Work

4	Subcontractor will provide technical assistance and linkages to resources to health care systems, clinics and independent providers interested in team-based care to identify models approved for reimbursement and team-based care guidelines appropriate to the model selected to improve patient outcomes for their specific diabetic and high blood pressure patient population.	6/30/17 – 6/29/18	Subcontractor	Email to providers offering technical assistance. Technical assistance log.
5	PEP Staff will continue to work with UCD Evaluator to provide support for team-based care evaluation needs and collect data for required performance measures.	6/30/17 – 6/29/18	Subcontractor	TA Log and compilation of data collected
6	Prepare semi-annual reports.	6/30/17 - 6/29/18	PEP Program Manager	Submit reports
7	Evaluation Activities, participate in required webinars and trainings on data collection and performance measures.	6/30/17 - 6/29/18	PEP Program Manager	Submit Agendas, Training Materials

**Domain 4: Community-Clinical Linkages**  
**Strategy 1:**

**Not Applicable for Monterey County**



Exhibit A  
Scope of Work

Domain 4 Strategy 2: Increase use of lifestyle intervention programs in community setting for the primary prevention of type 2 diabetes.				
Intervention 1: Increase referrals to, use of, and/or reimbursement for CDC recognized lifestyle change programs for the prevention of type 2 diabetes.				
	Activity	Timeline	Responsible Party	Deliverables
1	Subcontractor will continue to work with Monterey Peninsula safety net providers through attendance at staff meetings to encourage collaborative efforts to increase the number of classes and providing classes at different locations	6/30/17 – 6/29/18	Subcontractor	List of options for increasing classes
2	Subcontractor will work with Central California Alliance for Health contact to determine opportunities to direct resources toward incentivizing participation in NDPP and to consider pay-for-performance or other payment models to recognize cost benefits of existing program and provide incentive for establishing more classes or more programs to serve new communities.	6/30/17 – 6/29/18	Subcontractor	Outline of opportunities
3	Subcontractor in collaboration with the Monterey County Health Officer will develop and publish article for Provider's Report highlighting local work toward incentivizing participation in NDPP and any expansions to CHOMP Diabetes Prevention Program.	1/1/18 – 6/29/18	Subcontractor	Article for Provider Update

Exhibit A  
Scope of Work

4	PEP staff will continue to work with UCD Evaluator to provide support for implementing evaluation plan as it relates to NDPP programs locally and collect data for required performance measures.	6/30/17 – 6/29/18	Management Analyst III	Log of support provided and compilation of data collected
5	Prepare semi-annual reports.	6/30/17 - 6/29/18	PEP Program Manager	Submit reports
6	Evaluation activities, participate in required webinars and trainings on data collection and performance measures.	6/30/17 - 6/29/18	PEP Program Manager	Submit Agendas, Training Materials

**Domain 4**

**Strategy 3: Increase use of health-care extenders in the community in support of self-management of high blood pressure and diabetes.**

**Intervention 1: Increase engagement of community health workers (CHW) in the provision of self-management programs.**

1	Activity	Timeline	Responsible Party	Deliverables
	Subcontractor will offer LAN training as part of Continuing Education opportunity webinars in year 4 for local health system providers that highlights best practices used locally as well as opportunities for supporting use of CHWs as indicated by KII.	6/30/17 – 11/30/18	Subcontractor	Training materials, attendance lists evaluation results.

Exhibit A  
Scope of Work

<p><b>2</b> Subcontractor in collaboration with local providers will use results of KII to explore with health care system providers next steps for expansion of local community health worker capacities, including defining a locally appropriate, but generalized scope of work, involving leadership across organizations to build centralized support to increase engagement of CHWs in provision of self-management programs and ongoing support for adults with high blood pressure and adults with diabetes.</p>	<p>12/1/17 – 6/29/18</p>	<p>Subcontractor</p>	<p>Meeting agenda and minutes</p>
<p><b>3</b> <i>Monterey County Prevention First</i> staff and Subcontractor will attend CDPH calls, webinars, and trainings.</p>	<p>6/30/17 – 6/29/18</p>	<p>PEP Program Manager, Subcontractor</p>	<p>Meeting attendance logs</p>
<p><b>4</b> PEP staff will work with UCD Evaluator to continue to implement evaluation plan for local work on engagement of CHWs and collect data for required performance measures.</p>	<p>6/30/17 – 6/29/18</p>	<p>Management Analyst III</p>	<p>Log of support provided and compilation of data</p>
<p><b>5</b> Prepare semi-annual reports.</p>	<p>6/30/17 - 6/29/18</p>	<p>PEP Program Manager</p>	<p>Submit reports</p>
<p><b>6</b> Evaluation activities, participate in required webinars and trainings on data collection and performance measures.</p>	<p>6/30/17 - 6/29/18</p>	<p>PEP Program Manager</p>	<p>Submit Agendas, Training Materials</p>

Exhibit A  
Scope of Work

<b>Intervention 2: Increase engagement of CHWs to promote linkages between health systems and community resources for adults with high blood pressure.</b>				
	<b>Activity</b>	<b>Timeline</b>	<b>Responsible Party</b>	<b>Deliverables</b>
<b>1</b>	Subcontractor will offer LAN training as part of Continuing Education opportunity webinars in year 4 for local health system providers that highlights best practices used locally as well as opportunities for supporting use of CHWs as indicated by KII.	6/30/17 – 11/30/18	Subcontractor	Training materials, attendance lists evaluation results.
<b>2</b>	Subcontractor in collaboration with local providers will use results of KII to engage with health care system providers to identify next steps for expansion of local community health worker capacities, including defining a locally appropriate, but generalized scope of work, involving leadership across organizations to build centralized support for CHWs, and creating CHW position statements within organization's human resources departments.	12/1/17 – 6/29/18	Subcontractor	Meeting agenda and minutes
<b>3</b>	<i>Monterey County Prevention</i> First staff and Subcontractor will attend CDPH calls, webinars, and trainings.	6/30/17 – 6/29/18	PEP Program Manager, Subcontractor	Meeting attendance logs
<b>4</b>	PEP staff will continue to support UCD Evaluators in implementation of evaluation plan as it relates to work conducted to increase engagement of CHWs and collect data for required performance measures.	6/30/17 – 6/29/18	Management Analyst III	Log of support provided and compilation of data collected.
<b>5</b>	Prepare semi-annual reports.	6/30/17 - 6/29/18	PEP Program Manager	Submit reports
<b>6</b>	Evaluation activities, participate in required webinars and trainings on data collection and performance measures.	6/30/17 - 6/29/18	PEP Program Manager	Submit Agendas, Training Materials

**Exhibit B**  
Budget Detail and Payment Provisions

**1. Invoicing**

- A. In no event shall the County request reimbursement from the State for obligations entered into or for costs incurred prior to the commencement date or after the expiration of this Agreement.
- B. For services satisfactorily rendered and upon receipt and approval of the invoices, California Department of Public Health (CDPH) agrees to compensate the County for actual expenditures incurred in accordance with the rates specified herein or attached hereto.
- C. The County shall submit, in arrears, not more frequently than once a month, and no less than quarterly, an invoice to CDPH for costs incurred pursuant to this agreement. In addition, each invoice shall contain the following:

14-10959  
Elise Williams  
California Department of Public Health  
Chronic Disease Control Branch  
MS 7212  
P.O. Box 997377  
Sacramento, CA 95899-7377

CDPH, 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 County by CDPH and shall not require an amendment to this agreement.

- D. Invoices shall:
  - 1) Be prepared on County 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 County name as shown on the agreement.
  - 3) Identify the billing and/or performance period covered by the invoice.
- E. 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 may be reimbursed.

**Exhibit B**  
Budget Detail and Payment Provisions

F. Timely Submission of Final Invoice

- 1) 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 project representative, as shown in Exhibit A, provision 3 A. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of CDPH under this agreement have ceased and that no further payments are due or outstanding.
- 2) CDPH may, at its discretion, choose not to honor any delinquent final invoice if the County fails to obtain prior written CDPH approval of an alternate final invoice submission deadline.

**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, CDPH shall have no liability to pay any funds whatsoever to the County or to furnish any other considerations under this Agreement and the County 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, CDPH shall have the option to either cancel this Agreement with no liability occurring to CDPH, or offer an agreement amendment to the County to reflect the reduced amount.

**3. Payment**

- A. Costs for this Agreement shall be computed in accordance with State Administrative Manual Sections 8752 and 8752.1.
- B. Nothing herein contained shall preclude advance payments pursuant to Article 1, Chapter 3, Part 1, Division 3, Title 2 of the Government Code of the State of California.

**4. Advance Payments**

No advance payment is allowed under this agreement.

**5. Amounts Payable**

- A. The amounts payable under this agreement shall not exceed:
  - 1) \$250,000 for the budget period of 01/01/2015 through 06/29/2015.
  - 2) \$250,000 for the budget period of 06/30/2015 through 06/29/2016.
  - 3) \$250,000 for the budget period of 06/30/2016 through 06/29/2017.
  - 4) \$250,000 for the budget period of 06/30/2017 through 06/29/2018.
- 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.

**Exhibit B**  
Budget Detail and Payment Provisions

**6. Expense Allowability / Fiscal Documentations**

- A. Invoices, received from the County and accepted for payment by CDPH, shall not be deemed evidence of allowable agreement costs.
- B. The County 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 of an expense cannot be determined by CDPH 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 CDPH. 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.

**7. Travel and Per Diem Reimbursement**

Travel and per diem reimbursement shall be in accordance with State travel regulations and rates. Reimbursement for out-of-state travel requires prior written authorization by the CDPH program Contract Manager who may either approve said travel in a budget exhibit or issue a letter of approval if such travel was not previously specified in an approved budget. A copy of the Contractor's approved travel rates shall be provided to CDPH upon request.

**8. Federal Contract Funds**

- A. It is mutually understood between the parties that this contract may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- B. This contract is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal year(s) 2014-2018 for the purpose of this program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms or funding of this agreement in any manner.
- C. The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this agreement shall be amended to reflect any reduction in funds.
- D. The department has the option to invalidate the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction in funds.

6 Month Budget		Domain 3 (Heart Supplemental)		Domain 4 (Diabetes Supplemental)		TOTAL	
<b>A. PERSONNEL</b>							
Position Title	6 Month Salary	Cost	%FTE	Cost	%FTE	Total % FTE	Total Costs
1. Planning, Evaluation, and Policy (PEP) Program Manager	\$ 58,279	\$ 4,371	7.50%	\$ 4,371	7.50%	15.00%	\$ 8,742
2. Clinic Services Manager	\$ 60,346	\$ 3,017	5.00%	\$ 3,017	5.00%	10.00%	\$ 6,034
3. Information Technology Manager	\$ 53,887	\$ 2,694	5.00%	\$ 2,694	5.00%	10.00%	\$ 5,388
4. Management Analyst III	\$ 46,790	\$ 2,340	5.00%	\$ 2,340	5.00%	10.00%	\$ 4,680
<b>Total Salaries</b>	<b>\$ 219,301</b>	<b>\$ 12,422</b>	<b>22.50%</b>	<b>\$ 12,422</b>	<b>22.50%</b>	<b>45.00%</b>	<b>\$ 24,844</b>
<b>B. FRINGE BENEFITS</b>							
32.4% of Personnel.							
<b>Total Fringe Benefits</b>	\$	4,025	\$	4,025	\$	8,050	
<b>TOTAL PERSONNEL COSTS</b>	\$	16,447	\$	16,447	\$	32,894	
<b>OPERATING EXPENSES</b>							
1. Landline phone (.45 FTE x 6 months x ~\$75 /month)	\$	102	\$	102	\$	204	
2. Monthly computer service/repair fee (.45 FTE x 6 months x ~\$211.03)	\$	285	\$	285	\$	570	
<b>Total Operating</b>	\$	387	\$	387	\$	774	
<b>TRAVEL</b>							
1. Meetings, conferences/trainings. PEP Program Manager, Clinic Services Manager and Subcontractor will travel within Monterey County and to and from Sacramento.	\$	383	\$	383	\$	766	
<b>Total Travel</b>	\$	383	\$	383	\$	766	
<b>SUBCONTRACTS</b>							
1. Subcontractor - TBD	\$	61,087	\$	48,587	\$	109,673	
TBD - Subcontractor. (Domains 3, Strategy 1, Intervention 1, Activities 4-6; Intervention 2, Activity 1; Domain 3, Strategy 2, Intervention 1, Activity 2; Domain 4, Strategy 2, Intervention 1, Activities 1-3; Domain 4, Strategy 3, Intervention 1, Activities 1-4; Intervention 2, Activities 1-3)							
<b>Total Subcontracts</b>	\$	61,087	\$	48,587	\$	109,673	
<b>OTHER COSTS</b>							
1. Health Care Providers Stipends - TBD	\$	50,000	\$	50,000	\$	100,000	
TBD - Stipends for Health Care Providers. (Domain 3, Strategy 1, Intervention 1, Activities 3, 7, and 8; Intervention 2, Activity 4; Domain 3, Strategy 2, Intervention 1, Activity 1; Domain 4, Strategy 2, Intervention 1, Activity 4)							
<b>Total Other Costs</b>	\$	50,000	\$	50,000	\$	100,000	
<b>TOTAL DIRECT COSTS</b>	\$	128,304	\$	115,804	\$	244,108	
<b>INDIRECT COSTS</b>							
17.91% of personnel costs.							
<b>Total Indirect Costs</b>	\$	2,946	\$	2,946	\$	5,892	
<b>TOTAL EXPENSES</b>	\$	131,250	\$	118,750	\$	250,000	



		Domain 3 (Heart Supplemental)		Domain 4 (Diabetes Supplemental)		TOTAL	
<b>A. PERSONNEL</b>							
Position Title	Annual Salary	Cost	%FTE	Cost	%FTE	Total % FTE	Total Costs
1. Planning, Evaluation, and Policy (PEP) Manager	\$ 120,054	\$ 9,004	7.50%	\$ 9,004	7.50%	15.00%	\$ 18,008
2 Clinic Services Manager	\$ 120,692	\$ 3,017	2.50%	\$ 3,017	2.50%	5.00%	\$ 6,034
3. Information Technology Manager	\$ 111,006	\$ 2,775	2.50%	\$ 2,775	2.50%	5.00%	\$ 5,550
4. Management Analyst III	\$ 96,387	\$ 2,410	2.50%	\$ 2,410	2.50%	5.00%	\$ 4,820
<b>Total Salaries</b>	<b>\$ 448,139</b>	<b>\$ 17,206</b>	<b>15.00%</b>	<b>\$ 17,206</b>	<b>15.00%</b>	<b>30.00%</b>	<b>\$ 34,412</b>
<b>B. FRINGE BENEFITS</b>							
32.4% of Personnel.							
<b>Total Fringe Benefits</b>	<b>\$</b>	<b>5,575</b>	<b>\$</b>	<b>5,575</b>	<b>\$</b>	<b>11,150</b>	
<b>TOTAL PERSONNEL COSTS</b>	<b>\$</b>	<b>22,781</b>	<b>\$</b>	<b>22,781</b>	<b>\$</b>	<b>45,562</b>	
<b>OPERATING EXPENSES</b>							
1. Landline phone (.30 FTE x 12 months x \$75 /month)	\$	270	\$	-	\$	270	
2. Monthly computer service/repair fee (0.30 FTE x 12 months x \$211.03)	\$	760	\$	-	\$	760	
<b>Total Operating</b>	<b>\$</b>	<b>1,030</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>1,030</b>	
<b>TRAVEL</b>							
1. Meetings, conferences/trainings. PEP Program Manager, Clinic Services Manager and Subcontractor will travel within Monterey County and to and from Sacramento.	\$	383	\$	383	\$	766	
<b>Total Travel</b>	<b>\$</b>	<b>383</b>	<b>\$</b>	<b>383</b>	<b>\$</b>	<b>766</b>	
<b>SUBCONTRACTS</b>							
1. Subcontractor - TBD	\$	103,639	\$	92,169	\$	195,808	
TBD - Subcontractor. (Domain 3, Strategy 1, Intervention 1, Activities 1-4; Intervention 2, Activities 1-4 and 6; Domain 3, Strategy 2, Intervention 1, Activities 1-4; Domain 4, Strategy 2, Intervention 1, Activities 1-4; Domain 4, Strategy 3, Intervention 1, Activities 1-5; Intervention 2, Activities 1-5)							
<b>Total Subcontracts</b>	<b>\$</b>	<b>103,639</b>	<b>\$</b>	<b>92,169</b>	<b>\$</b>	<b>195,808</b>	
<b>OTHER COSTS</b>							
<b>Total Other Costs</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	
<b>TOTAL DIRECT COSTS</b>	<b>\$</b>	<b>127,833</b>	<b>\$</b>	<b>115,333</b>	<b>\$</b>	<b>243,166</b>	
<b>INDIRECT COSTS</b>							
15% of personnel costs.							
<b>Total Indirect Costs</b>	<b>\$</b>	<b>3,417</b>	<b>\$</b>	<b>3,417</b>	<b>\$</b>	<b>6,834</b>	
<b>TOTAL EXPENSES</b>	<b>\$</b>	<b>131,250</b>	<b>\$</b>	<b>118,750</b>	<b>\$</b>	<b>250,000</b>	

		Domain 3 (Heart Supplemental)		Domain 4 (Diabetes Supplemental)		TOTAL	
<b>A. PERSONNEL</b>							
Position Title	Annual Salary	Cost	%FTE	Cost	%FTE	Total % FTE	Total Costs
1. Planning, Evaluation, and Policy (PEP) Manager	\$ 120,054	\$ 6,003	5.00%	\$ 6,003	5.00%	10.00%	\$ 12,006
2. Clinic Services Manager	\$ 120,692	\$ 3,017	2.50%	\$ 3,017	2.50%	5.00%	\$ 6,034
3. Information Technology Manager	\$ 111,006	\$ 2,775	2.50%	\$ 2,775	2.50%	5.00%	\$ 5,550
4. Management Analyst III	\$ 96,387	\$ 2,410	2.50%	\$ 2,410	2.50%	5.00%	\$ 4,820
<b>Total Salaries</b>	<b>\$ 448,139</b>	<b>\$ 14,205</b>	<b>12.50%</b>	<b>\$ 14,205</b>	<b>12.50%</b>	<b>25.00%</b>	<b>\$ 28,410</b>
<b>B. FRINGE BENEFITS</b>							
32.5% of Personnel.							
<b>Total Fringe Benefits</b>	<b>\$</b>	<b>4,602</b>	<b>\$</b>	<b>4,602</b>	<b>\$</b>	<b>9,204</b>	
<b>TOTAL PERSONNEL COSTS</b>	<b>\$</b>	<b>18,807</b>	<b>\$</b>	<b>18,807</b>	<b>\$</b>	<b>37,614</b>	
<b>OPERATING EXPENSES</b>							
1. Landline phone (.25 FTE x 12 months x \$75 /month)		\$ 225		\$ -			\$ 225
2. Monthly computer service/repair fee (0.25 FTE x 12 months x \$211.03)		\$ 633		\$ -			\$ 633
<b>Total Operating</b>	<b>\$</b>	<b>858</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>858</b>	
<b>TRAVEL</b>							
1. Meetings, conferences/trainings. PEP Program Manager, Clinic Services Manager and Subcontractor will travel within Monterey County and to and from Sacramento.		\$ 383		\$ 383			\$ 766
<b>Total Travel</b>	<b>\$</b>	<b>383</b>	<b>\$</b>	<b>383</b>	<b>\$</b>	<b>766</b>	
<b>SUBCONTRACTS</b>							
1. Subcontractor - TBD		\$ 108,381		\$ 96,739			\$ 205,119
TBD - Subcontractor. (Domain 3, Strategy 1, Intervention 1, Activities 1-4; Intervention 2, Activities 1-5; Domain 3, Strategy 2, Intervention 1, Activities 1-5; Domain 3, Strategy 2, Intervention 1, Activities 1-5; Domain 4, Strategy 2, Intervention 1, Activities 1-3; Domain 4, Strategy 3, Intervention 1, Activities 1-3; Intervention 2, Activities 1-4)							
<b>Total Subcontracts</b>	<b>\$</b>	<b>108,381</b>	<b>\$</b>	<b>96,739</b>	<b>\$</b>	<b>205,119</b>	
<b>OTHER COSTS</b>							
<b>Total Other Costs</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	<b>\$</b>	<b>-</b>	
<b>TOTAL DIRECT COSTS</b>	<b>\$</b>	<b>128,429</b>	<b>\$</b>	<b>115,929</b>	<b>\$</b>	<b>244,358</b>	
<b>INDIRECT COSTS</b>							
15% of personnel costs.							
<b>Total Indirect Costs</b>	<b>\$</b>	<b>2,821</b>	<b>\$</b>	<b>2,821</b>	<b>\$</b>	<b>5,642</b>	
<b>TOTAL EXPENSES</b>	<b>\$</b>	<b>131,250</b>	<b>\$</b>	<b>118,750</b>	<b>\$</b>	<b>250,000</b>	

Exhibit B, Attachment IV  
Budget  
Year IV  
06/30/17 - 06/29/18

Monterey County Department of Health  
14-10959

		Domain 3 (Heart Supplemental)		Domain 4 (Diabetes Supplemental)		TOTAL	
<b>A. PERSONNEL</b>							
Position Title	Annual Salary	Cost	%FTE	Cost	%FTE	Total % FTE	Total Costs
1. Planning, Evaluation, and Policy (PEP) Manager	\$ 120,054	\$ 6,003	5.00%	\$ 6,003	5.00%	10.00%	\$ 12,005
2. Clinic Services Manager	\$ 120,692	\$ 3,017	2.50%	\$ 3,017	2.50%	5.00%	\$ 6,035
3. Information Technology Manager	\$ 111,006	\$ 2,775	2.50%	\$ 2,775	2.50%	5.00%	\$ 5,550
4. Management Analyst III	\$ 96,387	\$ 2,410	2.50%	\$ 2,410	2.50%	5.00%	\$ 4,819
<b>Total Salaries</b>	<b>\$ 448,139</b>	<b>\$ 14,205</b>	<b>12.50%</b>	<b>\$ 14,205</b>	<b>12.50%</b>	<b>25.00%</b>	<b>\$ 28,410</b>
<b>B. FRINGE BENEFITS</b>							
32.5% of Personnel.							
<b>Total Fringe Benefits</b>	\$	4,602	\$	4,602	\$	9,205	
<b>TOTAL PERSONNEL COSTS</b>	\$	18,807	\$	18,807	\$	37,614	
<b>OPERATING EXPENSES</b>							
1. Landline phone (.25 FTE x 12 months x \$75 /month)	\$	225	\$	-	\$	225	
2. Monthly computer service/repair fee (0.25 FTE x 12 months x \$211.03)	\$	633	\$	-	\$	633	
<b>Total Operating</b>	\$	858	\$	-	\$	858	
<b>TRAVEL</b>							
1. Meetings, conferences/trainings. PEP Program Manager, Clinic Services Manager and Subcontractor will travel within Monterey County and to and from Sacramento.	\$	383	\$	383	\$	766	
<b>Total Travel</b>	\$	383	\$	383	\$	766	
<b>SUBCONTRACTS</b>							
1. Subcontractor - TBD	\$	108,381	\$	96,739	\$	205,119	
TBD - Subcontractor. (Domain 3, Strategy 1, Intervention 1, Activities 1-5; Intervention 2, Activities 1-4; Domain 3, Strategy 2, Intervention 1, Activities 1-5; Domain 4, Strategy 2, Intervention 1, Activities 1-3; Domain 4, Strategy 3, Intervention 1, Activities 1-3; Intervention 2, Activities 1-3)							
<b>Total Subcontracts</b>	\$	108,381	\$	96,739	\$	205,119	
<b>OTHER COSTS</b>							
<b>Total Other Costs</b>	\$	-	\$	-	\$	-	
<b>TOTAL DIRECT COSTS</b>	\$	128,429	\$	115,929	\$	243,500	

Exhibit B, Attachment IV  
 Budget  
 Year IV  
 06/30/17 - 06/29/18

Monterey County Department of Health  
 14-10959

	<b>Domain 3 (Heart Supplemental)</b>	<b>Domain 4 (Diabetes Supplemental)</b>	<b>TOTAL</b>
<b>INDIRECT COSTS</b>			
15% of personnel costs.			
<b>Total Indirect Costs</b>	\$ 2,821	\$ 2,821	\$ 5,642
<b>TOTAL EXPENSES</b>	\$ 131,250	\$ 118,750	\$ 250,000

**Exhibit D**  
**Special Terms and Conditions**

*(For Subvention/Local Assistance Agreements)*

The provisions herein apply to this Agreement unless the provisions are removed by reference, the provisions are superseded by an alternate provision appearing elsewhere in this Agreement, or the applicable conditions do not exist.

**Index of Special Terms and Conditions**

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**1. Procurement Rules**

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

**a. Equipment definitions**

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

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

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

**b. Government and public entities** (including state colleges/universities and auxiliary organizations), whether acting as a contractor, 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 g of this provision. Paragraph c of this provision 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 g of this provision. Paragraph b of this provision 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,

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officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.

- (b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.
- (c) Procurements shall be conducted in a manner that provides for all of the following:
  - [1] Avoid purchasing unnecessary or duplicate items.
  - [2] Equipment solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.
  - [3] Take positive steps to utilize small and veteran owned businesses.
- d. Unless waived or otherwise stipulated in writing by CDPH, prior written authorization from the appropriate CDPH Program Contract Manager will be required before the Contractor will be reimbursed for any purchase **exceeding** \$2,500 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 purchase that CDPH determines to be unnecessary in carrying out performance under this Agreement.
- f. The Contractor 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 at any time.
- g. For all purchases, the Contractor 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 for inspection or audit.

## 2. 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)

- a. Wherever the terms equipment and/or property are used in this provision, the definitions in provision 1, 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.

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Special Terms and Conditions

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

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

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

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

- b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.
- c. Unless otherwise stipulated, CDPH shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.
- d. The Contractor 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 to repair or replace, to CDPH's satisfaction, any damaged, lost or stolen state equipment and/or property. Contractor 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



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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 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 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 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 shall only use said vehicles for the performance under the terms of this Agreement.
- (3) The Contractor agree that all operators of motor vehicles, purchased/reimbursed 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 or furnished by CDPH under the terms of this Agreement, the Contractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's 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.
- (b) The Contractor 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 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.

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- (d) The Contractor 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, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:
  - [1] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State.
  - [2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.
  - [3] The insurance carrier shall notify CDPH, in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to each agreement number for which the insurance was obtained.
- (f) The Contractor 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 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.

**3. 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 exceeding \$2,500 for any articles, supplies, equipment, or services. The Contractor shall obtain at least three competitive quotations which should be submitted or adequate justification provided for the absence of bidding.
- 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.

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- c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) exceeding \$2,500 are subject to the prior review and written approval of CDPH.
- d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by CDPH, make copies available for approval, inspection, or audit.
- e. CDPH assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.
- f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.
- g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement and shall be the subcontractor's sole point of contact for all matters related to the performance and payment during the term of 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."

**4. 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.

**5. 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 services performed.

**6. Intellectual Property Rights**

**a. Ownership**

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

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all further acts reasonably necessary to acquire, transfer, maintain, and enforce CDPH's Intellectual Property rights and interests.

**b. Retained Rights / License Rights**

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

**c. Copyright**

- (1) Contractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to CDPH to any work product made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.
- (2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, shall include CDPH's notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2014, etc.], Department of Public Health. This material may not be reproduced or disseminated without prior written permission from the Department of Public Health." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

**d. Patent Rights**

With respect to inventions made by Contractor in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of

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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.

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- (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

Exhibit D  
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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. Survival**

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

**7. 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 in order to conduct routine business matters.

**8. Confidentiality of Information**

The Contractor and its employees, agents, or subcontractors shall:

- a. 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. Not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.
- c. Promptly transmit to the CDPH Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.
- d. 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 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.



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**9. Documents, Publications and Written Reports**

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

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

**10. 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, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).
- c. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.
- d. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Contract Manager.

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- 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 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.

**11. 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.

**12. Prohibited Use of State Funds for Software**

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.

**13. 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.

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- 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 section f (3)(a) below for an example.
  - (2) For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.
  - (3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the Agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.
- (a) **Example No. 1:**
- If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a one year agreement. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of an agreement, the Contractor during a one-year budget period may only claim up to three weeks of vacation and twelve days of sick leave as actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the Agreement are not an allowable cost.
- (b) **Example No. 2:**
- If during a three-year (multiple year) agreement, John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).
- (c) **Example No. 3:**
- If during a single year agreement, John Doe works fifty weeks and used one week of vacation and one week of sick leave and all fifty-two weeks have been billed to CDPH, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

**14. Cancellation**

- A. This agreement may be cancelled by CDPH without cause upon 30 calendar days advance written notice to the Contractor.

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- 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.

**Exhibit E**  
Additional Provisions

**1. Avoidance of Conflicts of Interest by Contractor**

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

## 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** 14-10959 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.

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

Contractor's Legal Name (as on contract): Monterey County Department of Health

Signature of Contractor or Official Designee: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name/Title of Person Signing: \_\_\_\_\_

CDPH Distribution: Accounting (Original) Program

### Travel Reimbursement Information (Mileage Reimbursement Effective 12/31/13)

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)	\$ 90.00 plus tax
Counties of Napa, Riverside and Sacramento	\$ 95.00 plus tax
Counties of Los Angeles, Orange and Ventura counties, and Edwards AFB, excluding the City of Santa Monica	\$120.00 plus tax
Counties of Alameda, Monterey, San Diego, San Mateo, and Santa Clara	\$125.00 plus tax
Counties of San Francisco and Santa Monica	\$150.00 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	\$ 7.00
Lunch	\$ 11.00
Dinner	\$ 23.00
Incidental expenses	\$ 5.00

- d. Out-of-state travel may only be reimbursed if such travel is necessitated by the scope or statement of work and has been approved in advance by the program with which the contract is held. For out-of-state travel, contractors may be reimbursed actual lodging expenses, supported by a receipt, and may be reimbursed for meals and supplemental expenses for each 24-hour period computed at the rates listed in c. (2) above. For all out-of-state travel, contractors/subcontractors must have prior CDPH written or verbal approval. Verbal approval shall be confirmed in writing (email or memo).
- e. In computing allowances for continuous periods of travel of less than 24 hours, consult the chart appearing on Page 2 of this exhibit.

**Travel Reimbursement Information (Continued) Exhibit G**

- f. No meal or lodging expenses will be reimbursed for any period of travel that occurs within normal working hours, unless expenses are incurred at least 50 miles from headquarters.
- 2. If any of the reimbursement rates stated herein is changed by 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.

- 3. For transportation expenses, the contractor must retain receipts for parking; taxi, airline, bus, or rail tickets; car rental; or any other travel receipts pertaining to each trip for attachment to an invoice as substantiation for reimbursement. Reimbursement may be requested for commercial carrier fares; private car mileage; parking fees; bridge tolls; taxi, bus, or streetcar fares; and auto rental fees when substantiated by a receipt.
- 4. **Note on use of autos:** If a contractor uses his/her or a company car for transportation, the rate of reimbursement will be **56.0 cents** maximum per mile. If a contractor uses his/her or a company car "in lieu of" airfare, the air coach fare will be the maximum paid by the State. The contractor must provide a cost comparison upon request by the State. Gasoline and routine automobile repair expenses are not reimbursable.
- 5. The contractor is required to furnish details surrounding each period of travel. Travel expense reimbursement detail may include, but not be limited to: purpose of travel, departure and return times, destination points, miles driven, mode of transportation, etc. Reimbursement for travel expenses may be withheld pending receipt of adequate travel documentation.
- 6. Contractors are to consult with the program with which the contract is held to obtain specific invoicing procedures.

**Per Diem Reimbursement Guide**

<b>Length of travel period</b>	<b>This condition exists...</b>	<b>Allowable Meal(s)</b>
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 <b>not</b> claim lunch or incidentals on one-day trips. When trips are <b>less than 24 hours</b> 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 <b>not</b> 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>		