

SCO ID: 4265-2010292

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

20-10292

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTOR NAME

County of Monterey

2. The term of this Agreement is:

START DATE

March 1, 2021 or upon DGS approval, whichever is later.

THROUGH END DATE

June 29, 2023

3. The maximum amount of this Agreement is:

\$223,308.00 Two Hundred Twenty Three Thousand Three Hundred Eight and No/100

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	25
Exhibit B	Budget Detail and Payment	3
Exhibit B	Budget Attachments I-III	6
+ - Exhibit C*	General Terms and Conditions	04/2017
+ - Exhibit D	Special Terms & Conditions	16
+ - Exhibit E	Additional Provisions	2
+ - Exhibit F	Federal Terms & Conditions	12
+ - Exhibit G	Information Privacy and Security Requirements (Non-HIPAA)	11
+ - Exhibit H	Contractor's Release	1

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Monterey

CONTRACTOR BUSINESS ADDRESS

1270 Natividad Road

CITY

Salinas

STATE

CA

ZIP

93906

PRINTED NAME OF PERSON SIGNING

Elsa Jimenez

TITLE

Director

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

DocuSigned by:

Stacy Saetta

COECE1B99F444A9...

Stacy Saetta

DocuSigned by:

Gary Giboney

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Deputy County Counsel Gary Giboney

Chief Deputy Auditor-Controller

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STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 20-10292	PURCHASING AUTHORITY NUMBER (If Applicable)
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTING AGENCY ADDRESS

1616 Capitol Avenue, Suite 74.262, MS 1802, PO Box 997377

CITY

Sacramento

STATE

CA

ZIP

95899

PRINTED NAME OF PERSON SIGNING

Kristy Lieu

TITLE

Chief, Contracts Services Unit

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Exhibit A
Scope of Work**1. Service Overview**

Pursuant to California Health and Safety Code Sections 131058 and 131085 the Contractor will provide prevention and self-management support to high burden/underserved adult populations diagnosed or at risk for Type 2 Diabetes (diabetes), Cardiovascular Disease (CVD), Stroke and High Blood Cholesterol (HBC). The Contractor services will increase support to high burden/underserved population health status and improve patient management systems through Health Information Technology (HIT), Health Information Exchange (HIE) and Electronic Health Records (EHR) to develop referrals to nationally recognized lifestyle change and chronic disease self-management programs. The Contractor will use funds to incorporate team-based care approaches, assess patient intervention gaps, integrate quality improvement in patient care systems, adapt or improve medical care policies and procedures, and utilize best healthcare practice recommendations to increase prevention and self-management awareness among patients and staff for diabetes, CVD, stroke, and HBC.

The Centers for Disease Control and Prevention (CDC), CFDA number 93.426, Grant Number NU58DP006540, funding awarded to the CDPH for Contractor Local Assistance provides California Prevention Forward (PF) interventions, including required objectives and strategies as described in the Scope of Work and in compliance with the CDC Grant.

2. Service Location

The services shall be performed at applicable facilities in the County of Monterey as prescribed in the Scope of Work.

3. Service Hours

The services shall be provided during normal Contractor working days, Monday through Friday, and hours 8:00 am to 5:00 pm, except official holidays.

4. Project Representatives

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

<p>California Department of Public Health Myrna Lim Contract Manager Telephone: (916) 552-9993 Fax: (916) 552-9729 E-mail: Myrna.Lim@cdph.ca.gov</p>	<p>County of Monterey Krista Hanni Telephone: (831) 755-4586 Fax: (831) 796-8588 E-mail: hannikd@co.monterey.ca.us</p>
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Exhibit A
Scope of Work

B. Direct all inquiries to:

California Department of Public Health Chronic Disease Control Branch Attention: Jessica Nunez de Ybarra P.O. Box 997377, MS 7208 Sacramento, CA 95899-7377 Telephone: (916) 522-9877 Fax: (916) 552-9729 E-mail: Jessica.NunezdeYbarra2@cdph.ca.gov	County of Monterey Planning, Evaluation, and Policy Attention: Krista Hanni 1270 Natividad Road Salinas, CA 93906 Telephone: (831) 755-4586 Fax: (831) 796-8588 E-mail: hannikd@co.monterey.ca.us
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C. All payments from CDPH to the Contractor shall be sent to the following address:

Remittance Address	
Federal ID#	94-6000524
FI\$CAL ID #	0000004485
Contractor: Legal Business Name:	County of Monterey
Attention: County of Monterey	
168 W. Alisal Street, Third Floor Salinas, CA 93901	
Contract Number	20-10292

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

5. **Services to be Performed are in the Exhibit A, Scope of Work below:**

Exhibit A
Scope of Work**Category A – Pre-Diabetes and Diabetes Prevention and Control**

Goal 1: Increase utilization of a health system’s reporting infrastructure to identify, treat, and manage patients with the following chronic conditions: prediabetes and Type 2 Diabetes.

Subgoal 1.1. Coordinate with a Health System Champion (HSC) to increase Health Information Technology (HIT)/ Electronic Health Record (EHR) systems utilization to improve identification of individuals with prediabetes and Type 2 Diabetes. The HSC is required to monitor, track, and complete CDPH quarterly reports on individuals with the identified chronic conditions and report those individuals referred to the National Diabetes Prevention Program (National DPP) or Diabetes Self-Management Education and Support (DSMES) services.

Objective(s)	Activities	Responsible Party	Timeline	Deliverables
1. Laurel Family Health will implement HIT systems to identify individuals with prediabetes or Type 2 Diabetes and refer them to National DPP or DSMES recognized programs.	<p>1.1 Serve as a HSC liaison to provide support to Laurel Family Health to assess, plan, and implement HIT systems coordination with Intrepid Ascent (IA) to improve patient referrals to community prevention and self-management programs and attend quarterly California Prevent Diabetes: Screen, Test, and Act Today™ (CA PDSTAT) webinars.</p> <p>1.2 Complete PF Local Health Department (LHD) quarterly surveys to provide information on progress, accomplishments, challenges, and technical assistance needs in addressing Objective 1 for Goal 1.</p>	Program Manager II Management Analyst II	3/1/2021- 6/29/2023	<p>1.1 Submit to PF staff, via email, a list, of materials distributed to Laurel Family Health and other organizations who received the materials, quarterly.</p> <p>1.2 Submit to PF the LHD survey, via Survey Monkey.</p>

Exhibit A
Scope of Work

Objective(s)	Activities	Responsible Party	Timeline	Deliverables
	1.3 Meet Laurel Family Health monthly to assess, plan, and implement policies/procedures to identify individuals within the clinical service area diagnosed with prediabetes or Type 2 Diabetes.	Program Manager II Management Analyst II Clinic Family Physician (Health System Champion) Community Service Aide III	3/1/2021-6/29/2023	1.3 Submit to PF, via email, Laurel Family Health's policies/procedures utilized to identify individuals within their clinical service area diagnosed with prediabetes or Type 2 Diabetes quarterly.

Category A – Pre-Diabetes and Diabetes Prevention and Control

Goal 2: Increase patient utilization and adherence to evidenced-based strategies for monitoring referrals to community self-management programs, such as: lifestyle change, nutrition improvement, and physical activity.

Subgoal 2.1 Improve access to and participation in American Diabetes Association (ADA)-recognized/Association of Diabetes Care and Education Specialists (ADCES)-accredited DSMES services in the Contractor's service area. Assist the Health System Champion to recruit new and expand organization(s) to obtain or renew ADA-recognition/ADCES-accreditation. Share DSMES best practice resources to increase referral and enrollment.

Objective(s)	Activities	Responsible Party	Timeline	Deliverables
2. Improve access to and participation in one ADA-recognized/ADCES-accredited DSMES programs in underserved areas where the prevalence	2.1 Create a resource guide that lists organizations that provide ADA-recognized/ADCES-accredited DSMES programs, to distribute to health organizations.	Program Manager II Clinic Family Physician (Health System Champion) Community Service Aide III	3/1/2021-6/29/2023	2.1 Submit to PF staff, via email the resource guide and map location for organizations that provide ADA-recognized/ADCES-

Exhibit A
 Scope of Work

<p>of chronic disease is above the state average or national average, low income, and residents whom have limited access to healthcare services and trainings.</p>	<p>2.2 Contractor will identify and provide assistance to programs interested in ADA-recognized/ADCES-accredited DSMES programs.</p>			<p>accredited programs, quarterly.</p> <p>2.2a Submit to PF staff, via email, a list of any newly recruited or expansion agencies for ADA-recognition/ADCE S-accreditation, quarterly.</p> <p>2.2b Submit a list to PF staff, via email, of DSMES stakeholders that received reimbursement for a DSMES application fee, quarterly.</p> <p>2.2c Submit to PF staff, via email a list of Trainings and Technical</p>
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Exhibit A
 Scope of Work

				Assistance (TTA), provided to DSMES organizations to establish, retain, or expand DSMES; and provide a list of materials distributed, and organizations who received the materials, quarterly.
3. Provide support to three (3) local DSMES services for CMS/Medi-Cal telehealth billing codes for providers and patients; telehealth technology capacity building in patient/provider; and/or, patient engagement options to improve patient/provider coordination and patient diabetes learning through virtual platforms.	3.1 Profile local DSMES services and relate referral process and telehealth billing codes to area providers in Provider Bulletin.	Management Analyst II Community Service Aide III	3/1/2021-6/29/2023	3.1a Submit to PF staff, via email, a list of DSMES stakeholders that received telehealth support, quarterly. 3.1b Submit to PF staff via email, a list of telehealth TTA provided to DSMES organizations; and, provide a list of materials distributed and organizations who received the materials, quarterly.

Exhibit A
Scope of Work

Subgoal 2.2 Improve access to and participation in CDC - National DPP lifestyle change programs in the Contractor's service area. Assist the Health System Champion to recruit new and expand organization(s) to obtain or renew CDC recognition. Share National DPP best practice resources to increase referral and enrollment. (National DPP TTA specific for National DPP recognition and up to \$20 for participant's appointments for transportation and childcare); and, Distribute NDPP education or TTA materials.

Objective(s)	Activities	Responsible Party	Timeline	Deliverables
<p>4. Improve access to and participation in one (1) National DPP program in underserved areas where the prevalence of chronic disease is above the state average or national average, low-income, and residents who have limited access to healthcare services and trainings.</p>	<p>4.1 Create a resource guide that lists organizations that provide National DPPs to distribute to health organizations.</p> <p>4.2 Engage a minimum of one (1) organization (Clinic Family Physician (Health System Champion) or other National DPP stakeholder) and provide recognition assistance by the end of the fiscal year to obtain CDC recognition for National DPP.</p>	<p>Program Manager II Management Analyst II Community Service Aide III</p>	<p>3/1/2021-6/29/2023</p>	<p>4.1 Submit to PF staff, via email, the resource guide and map location for organizations that provide ADA-recognized/ADCES-accredited programs, quarterly.</p> <p>4.2a Submit to PF staff, via email, a list of any newly recruited or expansion agencies for CDC-recognition of National DPP, quarterly.</p> <p>4.2b Submit to PF staff, via email, a list of National DPP stakeholders that received reimbursement for CDC application fees, quarterly.</p>

Exhibit A
 Scope of Work

				<p>4.2c Submit to PF staff, via email, a list of TTA provided to National DPP organizations to establish, retain, or expand National DPP; and provide a list of materials, quarterly.</p>
<p>5. Provide support to one (1) local National DPP service for CMS/Medi-Cal telehealth billing codes for providers and patients; telehealth capacity building in patient/provider technology; and/or, patient engagement options to improve patient/provider coordination and patient diabetes learning through virtual platforms.</p>	<p>5.1 Profile local National DPP services and relate referral process and telehealth billing codes to area providers in Provider Bulletin</p>	<p>Management Analyst II Community Service Aide III</p>	<p>3/1/2021-6/29/2023</p>	<p>5.1a Submit to PF staff, via email, a list of National DPP stakeholders that received telehealth support, quarterly.</p> <p>5.1b Submit to PF staff, via email, a list of telehealth TTA provided to National DPP organizations; and provide a list of materials distributed and organizations who received the materials, quarterly.</p>

Exhibit A
Scope of Work**Category A – Pre-Diabetes and Diabetes Prevention and Control**

GOAL 3 Increase patient coordination with non-physician care team members to monitor and manage patient condition(s) and refer individuals to lifestyle change programs.

Subgoal 3.1 Coordinate recruitment and engagement of a pharmacist(s) within the Contractor's service area to increase the provision of DSMES patient coordination.

Objective(s)	Activities	Responsible Party	Timeline	Deliverables
6. Engage a minimum of one (1) local pharmacist to collaborate with an attending physician to increase the provision or DSMES coordination.	<p>6.1 Disseminate patient care process information to local pharmacist(s).</p> <p>6.2 Engage a minimum of one local pharmacist to complete a * Collaborative Practice Agreement (CPA) with an attending physician to increase the provision of DSMES patient coordination.</p>	Program Manager II Management Analyst II Clinic Family Physician (Health System Champion) Community Service Aide III	3/1/2021-6/29/2023	<p>6.1 Submit to PF staff, via email, a list of materials distributed to pharmacist(s) and who received the materials, quarterly.</p> <p>6.2 Submit to PF staff, via email, a contact list which will identify pharmacist(s) interested in completing a CPA, quarterly.</p>

Exhibit A
Scope of Work

Subgoal 3.2 Identify and report on service area agencies with a Community Health Worker (CHW) program curriculum or training process.

Objective(s)	Activities	Responsible Party	Timeline	Deliverables
7. CHW programs will increase the provision of DSMES patient coordination.	7.1 Contractor will attend and invite partners Laurel Family Health to participate in webinars conducted by Vision y Compromiso (VyC) about CHW program curriculum or training delivery proves.	Program Manager II Management Analyst II Community Service Aide III	3/1/2021- 6/29/2023	7.1a Submit to PF staff, via email, meeting attendance, quarterly. 7.1b Share with PF staff, via email, the progress of CHW activities, within the local jurisdiction, quarterly.

* Collaborative Practice Agreement (CPA) is a legal document in the United States that establishes a legal relationship between clinical pharmacists and collaborating physicians that allows for pharmacists to participate in collaborative drug therapy management (CDTM). The CPA is a tool (not a subcontract) to improve coordination for the benefit of the patient.

Subgoal 3.3 Recruit and engage a pharmacist(s) and provide TTA on DSMES ADA-recognition/ADCES-accreditation.

Objective(s)	Activities	Responsible Party	Timeline	Deliverables
8. Recruit a minimum of one (1) pharmacist(s)/pharmacy (ies) to obtain ADA recognition /ADCES accreditation to establish and retain DSMES programs.	8.1 Recruit a minimum of one (1) pharmacist for ADA-recognition/ADCES-accreditation to provide a one-time reimbursement of an initial ADA-recognition/ADCES-accreditation application fee and DSMES educational materials on marketing sustainability, billing, or establishing a referral network.	Program Manager II Management Analyst II Clinic Family Physician (Health System Champion)	3/1/2021- 6/29/2023	8.1a Submit to PF staff via email, a list of materials, distributed to pharmacist(s) and who received the materials, quarterly. 8.1b Submit a list, via email, to PF staff of pharmacist(s) that received

Exhibit A
Scope of Work

				<p>reimbursement of initial application fee for DSMES, quarterly.</p> <p>8.1c Submit to PF staff, via email, a list of the pharmacist(s) that received reimbursement for DSMES-related TTA; and submit a list of materials distributed and who received the materials, quarterly.</p>
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Subgoal - 3.4 Contractor and Health System Champion will share chronic disease prevention and self-management resources to improve the effectiveness of non-physician team-based care (e.g., nurses, pharmacists, nutritionist, social workers, and CHWs).

Objective(s)	Activities	Responsible Party	Timeline	Deliverables
9. Produce bi-monthly Provider Bulletin, which has articles on chronic disease prevention and management resources to improve the effectiveness of non-physician team-based care.	9.1 Produce bi-monthly provider bulletin using online newsletter tool.	Program Manager II Community Service Aide III	3/1/2021-6/29/2023	9.1 Submit to PF staff, via email, a list of materials that is distributed to organization(s) and who received the materials, quarterly.

Exhibit A
Scope of Work

Category B – Cardiovascular Disease Prevention and Control

Goal 1: Increase utilization of a health systems' reporting infrastructure to identify, treat, and manage patients with the following chronic conditions: high blood pressure, undiagnosed high blood pressure, stroke, and high blood cholesterol.

Subgoal 1.1 Coordinate with one HSC to improve HIT/EHR systems to report on individuals with undiagnosed hypertension (U/HTN), hypertension (HTN), stroke, and high blood cholesterol. The HSC is required to monitor, track, and complete CDPH quarterly reports on individuals identified with the chronic conditions.

Objective(s)	Activities	Responsible Party	Timeline	Deliverables
10. Laurel Family Health will implement HIT/EHR system operation to identify individuals with U/HTN, HTN, stroke, and high blood cholesterol	<p>10.1 Serve as an HSC liaison to provide resources to Laurel Family Health to assess, plan, and implement HIT systems coordination with IA to improve patient referrals to community prevention and self-management programs and attend quarterly Healthy Hearts California (HHC) TA webinars.</p> <p>10.2 Complete PF LHD quarterly surveys providing information on progress, accomplishments, challenges, and technical assistance needs in addressing objective 1 for goal 1.</p>	Program Manager II Management Analyst II Clinic Family Physician (Health System Champion) Community Service Aide III	3/1/2021-6/29/2023	<p>10.1 Submit to PF staff, via email, a list of materials distributed to Laurel Family Health and other organizations who received the materials, quarterly.</p> <p>10.2 Submit to PF staff, via email, the LHD survey, quarterly.</p>

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Scope of Work

Objective(s)	Activities	Responsible Party	Timeline	Deliverables
	10.3 Meet with Laurel Family Health, monthly, to assess, plan, and implement policies/procedures to identify individuals within the clinical service area followed-up for undiagnosed HTN and those diagnosed with HTN, stroke, and HBC.			10.3 Submit copies to PF staff, via email of Laurel Family Health policies/procedures, utilized to identify individuals within their clinical service area diagnosed with HTN, stroke and HBC, quarterly.

Category B – Cardiovascular Disease Prevention and Control

GOAL 2 - Increase patient utilization and adherence to evidenced-based strategies for monitoring referrals to community self-management programs such as: lifestyle change, nutrition improvement, and physical activity.

Subgoal 2.1 Contractor and HSC will coordinate with Young Men’s Christian Association (YMCA) or American Heart Association (AHA) to host a local Self-Measured Blood Pressure (SMBP) training event(s) to increase hypertension self-management skills of CHW and Promotores. Share best SMBP practice resources to service area organizations to increase referral and enrollment in lifestyle change programs. All activities may be conducted through telehealth or virtual platforms.

Objective(s)	Activities	Responsible Party	Timeline	Deliverables
11 Coordinate with AHA once annually to co-host a SMBP	11.1 Coordinate with Laurel Family Health and other local stakeholders to plan a service area SMBP training	Program Manager II Management Analyst II Community Service Aide III	3/1/2021-6/29/2023	11.1 Submit to PF annually

Exhibit A
Scope of Work

Objective(s)	Activities	Responsible Party	Timeline	Deliverables
training event to improve HTN self-management skills of CHWs and Promotores.	<p>to improve the skills of CHWs/Promotores.</p> <p>11.2 Distribute SMBP and other self-management education/training materials during the training.</p>			<p>Staff, via email, a list of CHWs/Promotores groups.</p> <p>11.2 Submit to PF staff, via email, documentation on CHWs/Promotores trained in SMBP, after the annual SMBP training.</p>
12. Share best practice resources for SMBP with Monterey County organizations.	12.1 Distribute best practice resources for SMBP to area providers.	Program Manager II Management Analyst II Community Service Aide III	3/1/2021-6/29/2023	12.1 Submit to PF staff, via email, a list of resources distributed and who received the materials.

Exhibit A
Scope of Work

Subgoal 2.2 Contractor and Health System Champion will coordinate with a pharmacist to develop a CPA that expands the pharmacist medical provider coordination to improve patient HTN management.

Objective(s)	Activities	Responsible Party	Timeline	Deliverables
13. Select a pharmacist and develop a CPA that expands the pharmacist coordination with medical provider(s) to improve patient HTN management.	13.1 Coordinate a CPA with a pharmacist to support improved patient HTN management.	Program Manager II Management Analyst II Clinic Family Physician (Health System Champion)	3/1/2021-6/29/2023	13.1 Submit to PF staff, via email, a contact list to identify pharmacist(s) interested in completing a CPA, quarterly.

Subgoal 2.3 Contractor and HSC will jointly coordinate a training webinar to present on key heart disease risk factors to highlight health improvement goals from good nutrition and physical activity regimes.

Objective(s)	Activities	Responsible Party	Timeline	Deliverables
14. Increase awareness of key heart disease risk factors and health improvement goals for nutrition and physical activity	14.1 Develop a PowerPoint presentation on key heart disease risk factors and focused on health improvement goals for improved nutrition and increased physical activity	Program Manager II Clinic Family Physician (Health System Champion) Community Service Aide III	3/1/2021-6/29/2023	14.1 Submit to PF staff, via email, a copy of the PowerPoint Presentation and webinar attendee list no later than 30 days after the presentation.

Exhibit A
Scope of Work**Category B – Cardiovascular Disease Prevention and Control**

GOAL 3 Increase patient coordination with non-physician care team members to monitor and manage patient condition(s) and refer individuals to lifestyle change programs.

Subgoal 3.1 Coordinate recruitment and engagement of pharmacist(s)/pharmacy location(s) within the Contractor's service area to increase the care of patients with hypertension. The following may be coordinated with telehealth and/or virtual platforms to increase participation.

Objective(s)	Activities	Responsible Party	Timeline	Deliverables
15. Recruit and engage pharmacists within Monterey County to improve and increase the care of patients with hypertension	<p>15.1 Conduct a phone survey to Monterey County pharmacists to determine which pharmacy locations offer hypertension-related services.</p> <p>15.2 Distribute materials to pharmacists to improve and increase hypertension-awareness and related services.</p>	Program Manager II Management Analyst II Community Service Aide III	3/1/2021-6/29/2023	<p>15.1 Submit to PF staff, via email, a list of local pharmacists that provide hypertension-related services and copies of material distributed, quarterly.</p> <p>15.2 Submit to PF staff, via email, a list, of materials distributed to pharmacist(s) and identify the pharmacist(s) receiving the materials.</p>

Exhibit A
Scope of Work

Subgoal 3.2 Collect data in the Contractor's service area on CHW program curriculums or a training delivery process that improves or promotes prevention and management of Hypertension (HTN), High Blood Cholesterol (HBC), or lifestyle change interventions.

Objective(s)	Activities	Responsible Party	Timeline	Deliverables
16. Provide input from a national resource search to the CHW training guide and curriculum on management of HTN, HBC, and lifestyle change interventions.	16.1 Collect information from national resources on CHW skills that connect with chronic disease management for HTN, HBC and lifestyle change interventions.	Program Manager II Management Analyst II Community Service Aide III	3/1/2021-6/29/2023	16.1 Submit to PF staff, via email, collected CHW information, quarterly.

Subgoal 3.3 Identify and report on service area agencies with a CHW program curriculum or training process.

Objective(s)	Activities	Responsible Party	Timeline	Deliverables
17. CHW programs will increase the provision of prevention and management of HTN, HBC, or lifestyle change interventions.	17.1 Contractor will attend and invite Laurel Family Health to participate in webinars conducted by VyC about CHW program curriculum or training delivery process.	Management Analyst II Community Service Aide III	3/1/2021-6/29/2023	17.1a Submit to PF staff, via email, a list of meeting attendance, after completion of meeting. 17.1b Submit to PF staff, via email, a one (1) page progress report, of CHW activities within the local jurisdiction.

Exhibit A
Scope of Work

Subgoal 3.3a Coordinate with VyC to participate in the CHW curriculum and training guide work.

Objective(s)	Activities	Responsible Party	Timeline	Deliverables
17a. Coordinate with VyC to participate in the CHW curriculum and training guide project.	17a.1 Share the information collected in Objective 16 with VyC and PF as input to support the curriculum and training guide development.	Program Manager II Management Analyst II Community Service Aide III	3/1/2021-6/29/2023	17a.1 Submit to PF staff, via email, a list of materials shared.

Subgoal - 3.4 Contractor and/or HSC will share chronic disease prevention and self-management resources to improve the effectiveness of non-physician team-based care (e.g. nurses, pharmacists, nutritionist, social workers, and CHWs).

Objective(s)	Activities	Responsible Party	Timeline	Deliverables
18. Produce a bi-monthly Provider Bulletin to increase chronic disease awareness and improve non-physician team-based care	18.1 Produce a bi-monthly provider bulletin using an online platform and newsletter format for distribution to service area stakeholders.	Program Manager II Community Service Aide III	3/1/2021-6/29/2023	18.1 Submit a list to PF staff, via email, of organization(s) receiving the newsletter.

Exhibit A
Scope of Work**Category A and Category B**

GOAL 4 - Collaborate with CDPH according to a required schedule and process to increase participation, coordination, management, and delivery of contract priorities to improve data collection, information exchange, and resource development and distribution.

Objective(s)	Activities	Responsible Party	Timeline	Deliverables
<p>Objective 19.1 Attend and actively participate in CDPH quarterly webinars, conference calls, and meetings by sharing successes, challenges, and progress on key contracted deliverables.</p>	<p>19.1 Attend and actively participate in CDPH webinars, conference calls and meetings.</p>	<p>Program Manager II Management Analyst II Community Service Aide III</p>	<p>3/1/2021-6/29/2023</p>	<p>19.1 Provide to PF staff, via email, quarterly, a list of all PF activities Monterey County staff participated.</p>
<p>Objective 19.2 Contractor, and a minimum of one (1) key stakeholder, will participate in a CDPH sponsored in-person meeting.</p>	<p>19.2 Attend CDPH sponsored in person meeting.</p>	<p>Program Manager II</p>	<p>3/1/2021-6/29/2023</p>	<p>19.2 Provide to PF staff, via email, quarterly, a list of PF convening(s) attended.</p>

Exhibit A
Scope of Work

Objective(s)	Activities	Responsible Party	Timeline	Deliverables
<p>Objective 19.3 Contractors will participate in a limited amount (4-6 hours) of online cultural humility or health equity trainings to support coordination with underserved minority populations facing multiple issues regarding social determinants of health.</p>	<p>19.3 Attend 4-6 hours of cultural humility or health equity trainings</p>	<p>Program Manager II Management Analyst II Community Service Aide III</p>	<p>3/1/2021-6/29/2023</p>	<p>19.3 Briefly describe efforts in the LHD quarterly survey and provide a list of training(s) attended, to PF staff, via online and/or email.</p>
<p>Objective 19.4 The Contractor will submit online or email Progress Report(s) according to a CDPH quarterly schedule, submission process and required format describing key progress and deliverable status for the reporting period. The report should detail activity achievements and</p>	<p>19.4 Compile progress reports using CDPH format describing key progress and deliverable status, detailing activity achievements and summarizing work underway, successes and barriers to activity completion</p>	<p>Program Manager II</p>	<p>3/1/2021-6/29/2023</p>	<p>19.4 Submit a copy of quarterly progress reports to PF staff, via Survey Monkey or online and/or email versions.</p>

Exhibit A
Scope of Work

Objective(s)	Activities	Responsible Party	Timeline	Deliverables
summarize work underway. The report should list successes and provide information on barriers to activity completion				
Objective 19.5 Provide a one-page evidence paper according to a CDPH schedule detailing the Contractor participation in the CDPH pharmacist practice survey.	19.5 Write a one-page evidence paper according to CDPH schedule detailing Monterey County participation in CDPH pharmacist practice survey	Program Manager II	3/1/2021-6/29/2023	19.5 Provide an updated list to PF staff, via online and/or email, of pharmacists/pharmacy locations in Monterey County and share the PF biennial pharmacy survey links with the pharmacists/pharmacy locations.
Objective 19.6 Provide a one-page evidence paper according to a CDPH schedule on the Clinic Family Physician's (Health System Champion) participation in the CDPH pharmacist practice survey.	19.6 Write a one-page evidence paper according to CDPH schedule detailing Clinic Family Physician (Health System Champion)'s participation in CDPH pharmacist practice survey	Program Manager II	3/1/2021-6/29/2023	19.6 Laurel Family Health Center shall submit an updated list of pharmacists/pharmacy locations in collaborative practice to PF staff, via online and/or email.

Exhibit A
Scope of Work

Objective(s)	Activities	Responsible Party	Timeline	Deliverables
<p>Objective 19.7 The contractor will respond online or by email to all CDPH survey(s) according to a quarterly schedule, required format and submission process.</p>	<p>19.7 Provide complete information on CDPH surveys</p>	<p>Program Manager II</p>	<p>3/1/2021-6/29/2023</p>	<p>19.7 Submit LHD surveys and share Laurel Family Health Center biennial surveys to PF staff, via online and/or email.</p>
<p>Objective 19.8 Identify a Clinic Family Physician (Health System Champion) to engage patients with Prevention Forward chronic disease service delivery and establish an agreed-upon resource sharing method.</p>	<p>19.8. Develop a list of agreed upon Prevention Forward performance deliverables that align with Prevention Forward scope of work.</p>	<p>Program Manager II Clinic Family Physician (Health System Champion)</p>	<p>June 30, 2021</p>	<p>19.8. Submit a list of agreed upon Prevention Forward performance deliverables that align with the Prevention Forward scope of work to PF staff, via email.</p>

Exhibit A
Scope of Work

Objective(s)	Activities	Responsible Party	Timeline	Deliverables
<p>Objective 19.9 Provide a one-page evidence report on the Clinic Family Physician (Health System Champion)'s for specific performance to support the Prevention Forward program.</p>	<p>19.9 Develop a one-page report on HSC's for specific performance to support the Prevention Forward program twice a year.</p>	<p>Program Manager II</p>	<p>June 29, 2023</p>	<p>19.9 Provide to PF staff, via email twice a year.</p>
<p>Objective 19.10 The Contractor will submit a final Project Summary Report to CDPH in a prescribed form and format no later than March 31, 2023. CDPH will review and respond within 30 days. The revised report is due no later than May 31, 2023.</p>	<p>19.10 Produce final Project Summary Report to CDPH in prescribed form and format</p>	<p>Program Manager II</p>	<p>May 31, 2023</p>	<p>19.10 Provide a copy of final Project Summary Report to PF staff, via online and/or email. Report requirements will be detailed in an email to the Contractor.</p> <p>The report to include:</p> <ul style="list-style-type: none"> a. Narrative discussion of key Category A and Category B quantitative and qualitative process or outcome measures. b. Narrative discussion of program successes

Exhibit A
Scope of Work

Objective(s)	Activities	Responsible Party	Timeline	Deliverables
				<p>or barriers significant to the population burden for Category A and Category B interventions.</p> <p>c. Brief purpose and approach statement for key Category A and Category B interventions.</p> <p>d. Narrative statement on the linkages between Category A and Category B interventions and overall population health impact.</p> <p>e. Summary of the intervention process or outcome, including lessons learned.</p> <p>f. Summary of positive improvements to health processes or outcomes and impact on high</p>

Exhibit A
Scope of Work

Objective(s)	Activities	Responsible Party	Timeline	Deliverables
				burden/underserved populations; and, g. Sustainability paragraph identifying options for continuing or impact of not continuing the program.

Exhibit B

Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. In no event shall the Contractor request reimbursement from the State for obligations entered 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, CDPH agrees to compensate the Contractor for actual expenditures incurred in accordance with the Budget Line Item amounts specified in Exhibit B, Budget Attachments I-III
- C. Invoices shall include the Agreement Number and shall be submitted electronically, not more frequently than quarterly, in arrears to:

CDCBInvoices@cdph.ca.gov

- D. Invoices shall:

- 1) Be prepared on Contractor letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent activities performed and are in accordance with Exhibit A.
- 2) Identify the billing and/or performance period covered by the invoice.
- 3) Itemize costs for the billing period in the same or greater level of detail as indicated in this agreement. Subject to the terms of this agreement, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by CDPH.

- E. Amounts Payable

The amounts payable under this agreement shall not exceed \$223,308.00 as described in Exhibit B, Attachments I-III.

2. Budget Contingency Clause

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

Exhibit B

Budget Detail and Payment Provisions

3. Prompt Payment Clause

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

4. Timely Submission of Final Invoice

A. Final undisputed invoice shall be submitted for payment no more than *thirty (30)* calendar days following the expiration or termination date of this agreement, unless a later or alternate deadline is agreed to in writing by the program contract manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this agreement have ceased and that no further payments are due or outstanding. The State may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written State approval of an alternate final invoice submission deadline.

B. The Contractor is hereby advised of its obligation to submit to the state, with the final invoice, a completed copy of the "Contractor's Release (Exhibit H)".

5. Expense Allowability / Fiscal Documentation

A. Invoices, received from the Contractor and accepted for payment by the State, shall not be deemed evidence of allowable agreement costs.

B. Contractor shall maintain for review and audit and supply to CDPH upon request, adequate documentation of all expenses claimed pursuant to this agreement to permit a determination of expense allowability.

C. If the allowability of an expense cannot be determined by the State because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed and payment may be withheld by the State. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.

6. Recovery of Overpayments

A. Contractor agrees that claims based upon the terms of this agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by the State by one of the following options:

1) Contractor's remittance to the State of the full amount of the audit exception within 30 days following the State's request for repayment.

2) A repayment schedule which is agreeable to both the State and the Contractor.

Exhibit B

Budget Detail and Payment Provisions

- B. The State reserves the right to select which option as indicated above in paragraph A will be employed and the Contractor will be notified by the State in writing of the claim procedure to be utilized.

- C. Interest on the unpaid balance of the audit finding or debt will accrue at a rate equal to the monthly average of the rate received on investments in the Pooled Money Investment Fund commencing on the date that an audit or examination finding is mailed to the Contractor, beginning 30 days after Contractor's receipt of the State's demand for repayment.

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

7. Advance Payments

No advance payment is allowed under this Contract.

8. Travel and Per Diem Reimbursement

Any reimbursement for necessary travel and per diem shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (Cal HR). If the Cal HR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. No travel outside the state of California shall be reimbursed without prior authorization from the CDPH. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation. See CalHR website:

<http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>

BUDGET TEMPLATE GUIDE

Version 1.0 - Quarterly 04/23/20

This guide is intended to provide basic instructions and guidelines for completing the prevention forward budget template. Please populate one budget template per budget year.

All data entry fields are shaded grey. Cells shaded in blue will auto calculate based on data entered in data entry fields.

AGENCY IDENTIFICATION

Step 1 In cell C2, select Categories (A, B or both)

Step 2 in cell C3, select Agency Name

Step 3 In cell C4, verify agency budget. If an error is detected please contact your contract manager.

A. PERSONNEL

Step 4 Starting In cell B16, enter the full name of staff (last, first), ok to input TBD

Step 5 Starting in cell C16, enter the title or classification of staff

Step 6 Starting in cell D16, enter the percent of the FTE (full time equivalent) the staff will be on budget. If staff will be working on the program 50% enter 50% in cell D16

Step 7 Starting in cell F16, enter the number of months in the budget year

Step 8 Starting in cell G16, enter the staff monthly salary

Step 9 For programs serving both categories (Diabetes & Heart) enter percent distribution by category **in cell J16**

For program serving only Category B (Heart), enter **100% in cell I16**

For programs serving only Category A (Diabetes), **enter 0% in cell I16**

Step 10 In column D32, enter your agency fringe benefit rate

B. OPERATING EXPENSES DETAIL**Travel**

Step 11 In cell L39, enter total travel budget (leave blank if not applicable)

Step 12 For programs serving both categories (Diabetes & Heart) enter percent distribution by category **in cell J39**

For program serving only Category B (Heart), enter **100% in cell J39**

For programs serving only Category A (Diabetes), **enter 0% in cell J39**

Training

Step 13 In cell L40, enter total training budget (leave blank if not applicable)

Step 14 For programs serving both categories (Diabetes & Heart) enter percent distribution by category **in cell J40**

For program serving only Category B (Heart), enter **100% in cell J40**

For programs serving only Category A (Diabetes), **enter 0% in cell J40**

General Expenses

Step 15 In cell L41, enter total general expense budget (leave blank if not applicable)

Step 16 For programs serving both categories (Diabetes & Heart) enter percent distribution by category **in cell J41**

For program serving only Category B (Heart), enter **100% in cell J41**

For programs serving only Category A (Diabetes), **enter 0% in cell J41**

Communications

Step 17 In cell L42, enter total communications budget (leave blank if not applicable)

Step 18 For programs serving both categories (Diabetes & Heart) enter percent distribution by category **in cell J42**

For program serving only Category B (Heart), enter **100% in cell J42**

For programs serving only Category A (Diabetes), **enter 0% in cell J42**

Step 19 In cell B42, enter methodology

Space/Rent

Step 20 In cell L43, enter total Space/Rent budget (leave blank if not applicable)

Step 21 For programs serving both categories (Diabetes & Heart) enter percent distribution by category **in cell J43**

For program serving only Category B (Heart), enter **100% in cell J43**

For programs serving only Category A (Diabetes), **enter 0% in cell J43**

Step 22 In cell B43, enter methodology

Additional Operating Expenses

Step 23 Starting in cell B44, itemize and enter additional operating expenses

Step 24 In cell L44, enter total budgeted amount for each sub-line item

For programs serving both categories (Diabetes & Heart) enter percent distribution by category **in cell J44**

For program serving only Category B (Heart), enter **100% in cell J44**

For programs serving only Category A (Diabetes), **enter 0% in cell J44**

C. CAPITAL EXPENDITURES

Capital Expenditures

Step 25 Not allowed for this funding source, please skip to Other Costs

D. OTHER COSTS

Other Costs (Itemize)

Subcontracts

Step 26 Starting in cells L65, itemize and enter total amount per subcontract

Step 27 For agencies serving both categories (Diabetes & Heart) enter percent distribution by category **in cell J65**

For agencies serving only Category B (Heart), enter **100% in cell J65**

For agencies serving only Category A (Diabetes), **enter 0% in cell J65**

Step 28 Repeat as needed

Other Costs (Itemize)

Other Charges

Step 29 Starting in cells L70, itemize and enter total amount

Step 30 For agencies serving both categories (Diabetes & Heart) enter percent distribution by category **in cell J70**

For agencies serving only Category B (Heart), enter **100% in cell J70**

For agencies serving only Category A (Diabetes), **enter 0% in cell J70**

Step 31 Repeat as needed

E. INDIRECT

Step 32 Select only one option and enter approved ICR in column G79 or G80

[Counties must use the approved ICR and type as outlined in the CDPH website.](#)

Cell G79: Total Personnel Cost

Cell G80: Total Direct Cost

Cell G81: MTDC (AB 20 only) - see **Step 36**

Step 33 Counties/agencies serving both categories (Diabetes & Heart):

in cell J79, enter 50% for Total Personnel, or

in cell J80, enter 50% for Total Direct

Step 34 Counties/agencies serving both categories (Diabetes & Heart):

in cell J79, enter 100% for Total Personnel, or

in cell J80, enter 100% for Total Direct

Step 35 Counties/agencies serving both categories (Diabetes & Heart):

in cell J79, enter 0% for Total Personnel, or

in cell J80, enter 0% for Total Direct

AB20: Universities that fall under AB20 may request a Modified Total Direct Cost (MTDC) by submitting, 1) proposed methodology and approved indirect cost rate and 2) draft budget with all line items populated, except ICR to their contact manager.

Step 36 Upon approval the contract manager will provide a revised budget with the approved MTDC methodology and indirect cost rate (Column G81)

TOTAL EXPENSES

Step 37 In cell H86, verify total Category A (Diabetes) budget. If an error is detected please contact your contract manager.

Step 38 In cell J86, verify total Category B (Heart) budget. If an error is detected please contact your contract manager.

Step 39 In cell L86, verify total Category A (Diabetes) and Category B (Heart) budget. If an error is detected please contact your contract manager.

Version 1.0 - Quarterly 04/23/20

Category	Diabetes & Heart
Agency	County of Monterey
Total Budget	\$ 120,000.00

Budget Balance	
\$	0.00

EXPENSE SUMMARY	
Personnel	\$ 84,944.00
Operating	\$ 4,500.00
Capital Expenditures	\$ -
Other Costs	\$ 9,320.00
Indirect Costs	\$ 21,236.00
GRAND TOTAL	\$ 120,000.00

Category A Diabetes	Category B Heart	Total
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A. PERSONNEL

	Full Name (Last, First)	Title or Classification	% FTE	# Months	Monthly Salary	% of Fund	Subtotal	% of Fund	Subtotal	Total Cost
1	Hanni, Krista	Program Manager II	40%	4	\$ 11,647.50	46%	\$ 8,499.88	54%	\$ 10,139.59	\$ 18,639.47
2	Patricia Alcocer	Management Analyst II	40%	4	\$ 9,425.49	46%	\$ 6,878.35	54%	\$ 8,205.15	\$ 15,083.50
3	TBD	Community Service Aide III	40%	4	\$ 3,800.00	46%	\$ 2,773.09	54%	\$ 3,308.01	\$ 6,081.09
3	Dr. Pedro Moreno	Clinic Physician	24%	4	\$ 18,526.76	46%	\$ 8,112.16	54%	\$ 9,676.84	\$ 17,789.00
					Total Salaries		\$ 26,263.47		\$ 31,329.58	\$ 57,593.06
					FRINGE BENEFITS*	47.49%	\$ 12,472.52		\$ 14,878.42	\$ 27,350.94

Total Personnel Costs	\$ 38,736.00	\$ 46,208.00	\$ 84,944.00
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B. OPERATING EXPENSES DETAIL

	Category A Diabetes		Category B Heart		Total
	% of Fund	Subtotal	% of Fund	Subtotal	Total Cost
<i>Public Universities: Travel reimbursements must adhere to university's travel policy</i>					
<i>Counties/Others: Travel reimbursements must adhere to CalHR travel guidelines</i>					
Travel: Cat. A and B, Objective 19.1, 19.2	46%	\$ 228.00	54%	\$ 272.00	\$ 500.00
Training:	46%	\$ -	54%	\$ -	\$ -
General Expense (office supplies): Office Supplies	46%	\$ 182.40	54%	\$ 217.60	\$ 400.00
Communication/Software (input methodology):	46%	\$ -	54%	\$ -	\$ -
Space/Rent (input methodology):	46%	\$ -	54%	\$ -	\$ -
Meeting Materials/Handouts: Cat. A and B, Objective 19.1, 19.2	46%	\$ 273.60	54%	\$ 326.40	\$ 600.00
\$20/clinic patient reimbursement for their travel and childcare - Category A, Goal 2, Subgoal 2.2	46%	\$ 1,380.00	54%	\$ 1,620.00	\$ 3,000.00
Total Operating		\$ 2,064.00		\$ 2,436.00	\$ 4,500.00

C. CAPITAL EXPENDITURES

	Category A Diabetes		Category B Heart		Total
	% of Fund	Subtotal	% of Fund	Subtotal	Total Cost
1	50%	\$ -	50%	\$ -	\$ -
2	50%	\$ -	50%	\$ -	\$ -
3	50%	\$ -	50%	\$ -	\$ -
Total Capital Expenditures		\$ -		\$ -	\$ -

D. OTHER COSTS		Category A Diabetes		Category B Heart		Total
		% of Fund	Subtotal	% of Fund	Subtotal	Total Cost
SUBCONTRACTS:						
1		46%		54%		
2		50%	\$ -	50%	\$ -	\$ -
3		50%	\$ -	50%	\$ -	\$ -
4		50%	\$ -	50%	\$ -	\$ -
OTHER CHARGES:						
1	Information materials to disseminate to providers and pharmacists about team-based care, opportunities to use CHWs, NDPP	46%	\$ 456.00	54%	\$ 544.00	\$ 1,000.00
1	Diabetes Prevention Program incentives - Cookbooks, Healthy Eating Vouchers, Gym Membership, Athletic Gear	100%	\$ 4,060.00	50%		\$ 4,060.00
1	High blood pressure incentives 142 cuffs at \$30/bp cuff	0%		100%	\$ 4,260.00	\$ 4,260.00
2		50%	\$ -	50%	\$ -	\$ -
3		50%	\$ -	50%	\$ -	\$ -
4		50%	\$ -	50%	\$ -	\$ -
Total Other Costs			\$ 4,516.00		\$ 4,804.00	\$ 9,320.00

E. INDIRECT		Category A Diabetes		Category B Heart		Total	
		% of Fund	Subtotal	% of Fund	Subtotal	Total Cost	
<i>Please select <u>only one</u> option and enter percentage in column G79, <u>or</u> G80. For MTDC (AB20 only) contact your contract manager.</i>							
Total Personnel Cost		25.00%	46%	\$ 9,684.00	54%	\$ 11,552.00	\$ 21,236.00
Total Direct Cost		0.00%	46%	\$ -	54%	\$ -	\$ -
Total Indirect Cost			\$ 9,684.00		\$ 11,552.00	\$ 21,236.00	

		Category A Diabetes		Category B Heart		Total
TOTAL EXPENSES			\$ 55,000.00		\$ 65,000.00	\$ 120,000.00

*Fringe benefits in each year include: Dental Insurance, Employee Assistance Program, FICA, Flex Co Paid Insurance-

*Rounding may occur

Version 1.0 - Quarterly 04/23/20

Category	Diabetes & Heart
Agency	County of Monterey
Total Budget	\$ 55,654.00

Budget Balance	
\$	(0.00)

EXPENSE SUMMARY	
Personnel	\$ 42,929.80
Operating	\$ 1,991.75
Capital Expenditures	\$ -
Other Costs	\$ -
Indirect Costs	\$ 10,732.45
GRAND TOTAL	\$ 55,654.00

Category A Diabetes	Category B Heart	Total
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A. PERSONNEL

	Full Name (Last, First)	Title or Classification	% FTE	# Months	Monthly Salary	% of Fund	Subtotal	% of Fund	Subtotal	Total Cost
1	Hanni, Krista	Program Manager II	9%	12	\$ 11,647.50	50%	\$ 6,366.97	50%	\$ 6,366.97	\$ 12,733.93
2	TBD	Management Analyst III	10%	12	\$ 9,425.50	50%	\$ 5,513.92	50%	\$ 5,513.92	\$ 11,027.84
3	Dr. Pedro Moreno	Clinic Physician	5%	6	\$ 18,526.76	50%	\$ 2,721.09	50%	\$ 2,721.09	\$ 5,442.18
Total Salaries							\$ 14,601.97		\$ 14,601.97	\$ 29,203.95
FRINGE BENEFITS 47%							\$ 6,862.93		\$ 6,862.93	\$ 13,725.85

Total Personnel Costs							\$ 21,464.90		\$ 21,464.90	\$ 42,929.80
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B. OPERATING EXPENSES DETAIL

	Category A Diabetes		Category B Heart		Total
	% of Fund	Subtotal	% of Fund	Subtotal	Total Cost
Public Universities: Travel reimbursements must adhere to university's travel policy Counties/Others: Travel reimbursements must adhere to CalHR travel guidelines					
Travel:Cat. A and B, Objective 19.1, 19.2	50%	\$ 350.00	50%	\$ 350.00	\$ 700.00
Training:	50%	\$ -	50%	\$ -	\$ -
General Expense (office supplies):	50%	\$ -	50%	\$ -	\$ -
Communication/Software (input methodology):	50%	\$ -	50%	\$ -	\$ -
Space/Rent (input methodology):	50%	\$ -	50%	\$ -	\$ -
Meeting Materials/Handouts; Cat. A and B, Objective 19.1, 19.2	50%	\$ 145.88	50%	\$ 145.88	\$ 291.75
\$20/clinic patient reimbursement for their travel and childcare - Category A, Goal 2, Subgoal 2.2	50%	\$ 500.00	50%	\$ 500.00	\$ 1,000.00
	50%	\$ -	50%	\$ -	\$ -
Total Operating		\$ 995.88		\$ 995.88	\$ 1,991.75

	Category A Diabetes		Category B Heart		Total
	% of Fund	Subtotal	% of Fund	Subtotal	Total Cost
1	50%	\$ -	50%	\$ -	\$ -
2	50%	\$ -	50%	\$ -	\$ -
3	Total Capital Expenditures			\$ -	\$ -

D. OTHER COSTS		Category A Diabetes		Category B Heart		Total
		% of Fund	Subtotal	% of Fund	Subtotal	Total Cost
SUBCONTRACTS:		50%	\$ -	50%	\$ -	
OTHER CHARGES:						
		50%	\$ -	50%	\$ -	\$ -
Total Other Costs			\$ -		\$ -	\$ -

E. INDIRECT		Category A Diabetes		Category B Heart		Total
		% of Fund	Subtotal	% of Fund	Subtotal	Total Cost
<i>Please select <u>only one</u> option and enter percentage in column G79, <u>or</u> G80. For MTDC (AB20 only) contact your contract manager.</i>						
Total Personnel Cost	25.00%	50%	\$ 5,366.23	50%	\$ 5,366.23	\$ 10,732.45
Total Direct Cost	0.00%	50%	\$ -	50%	\$ -	\$ -
Total Indirect Cost			\$ 5,366.23		\$ 5,366.23	\$ 10,732.45

		Category A Diabetes		Category B Heart		Total
TOTAL EXPENSES			\$ 27,827.00		\$ 27,827.00	\$ 55,654.00

*Rounding may occur

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Category	Diabetes & Heart
Agency	County of Monterey
Total Budget	\$ 47,654.00

Budget Balance	
\$	(0.00)

EXPENSE SUMMARY	
Personnel	\$ 36,566.49
Operating	\$ 1,945.89
Capital Expenditures	\$ -
Other Costs	\$ -
Indirect Costs	\$ 9,141.62
GRAND TOTAL	\$ 47,654.00

										Category A Diabetes	Category B Heart	Total	
A. PERSONNEL													
	Full Name (Last, First)	Title or Classification	% FTE	# Months	Monthly Salary	% of Fund	Subtotal	% of Fund	Subtotal	Total Cost			
1	Hanni, Krista	Program Manager II	8%	12	\$ 11,647.50	50%	\$ 5,248.81	50%	\$ 5,248.81	\$ 10,497.61			
2	TBD	Management Analyst III	8%	12	\$ 9,425.50	50%	\$ 4,467.69	50%	\$ 4,467.69	\$ 8,935.37			
3	Dr. Pedro Moreno	Clinic Physician	5%	6	\$ 18,526.76	50%	\$ 2,721.09	50%	\$ 2,721.09	\$ 5,442.18			
Total Salaries							\$ 12,437.58		\$ 12,437.58	\$ 24,875.16			
FRINGE BENEFITS 47%							\$ 5,845.66		\$ 5,845.66	\$ 11,691.33			
Total Personnel Costs										\$ 18,283.24	\$ 18,283.24	\$ 36,566.49	

B. OPERATING EXPENSES DETAIL										Category A Diabetes	Category B Heart	Total		
Public Universities: Travel reimbursements must adhere to university's travel policy Counties/Others: Travel reimbursements must adhere to CalHR travel guidelines										% of Fund	Subtotal	% of Fund	Subtotal	Total Cost
Travel:Cat. A and B, Objective 19.1, 19.2										50%	\$ 350.00	50%	\$ 350.00	\$ 700.00
Training:										50%	\$ -	50%	\$ -	\$ -
General Expense (office supplies):										50%	\$ -	50%	\$ -	\$ -
Communication/Software (input methodology):										50%	\$ -	50%	\$ -	\$ -
Space/Rent (input methodology):										50%	\$ -	50%	\$ -	\$ -
Meeting Materials/Handouts4/19/2021 Cat. A and B, Objective 19.1, 19.2										50%	\$ 122.95	50%	\$ 122.95	\$ 245.89
\$20/clinic patient reimbursement for their travel and childcare - Category A, Goal 2, Subgoal 2.2										50%	\$ 500.00	50%	\$ 500.00	\$ 1,000.00
Total Operating											\$ 972.95		\$ 972.95	\$ 1,945.89

C. CAPITAL EXPENDITURES										Category A Diabetes	Category B Heart	Total			
										% of Fund	Subtotal	% of Fund	Subtotal	Total Cost	
1										50%	\$ -	50%	\$ -	\$ -	
2										50%	\$ -	50%	\$ -	\$ -	
3	Total Capital Expenditures											\$ -		\$ -	\$ -

D. OTHER COSTS		Category A Diabetes		Category B Heart		Total
		% of Fund	Subtotal	% of Fund	Subtotal	Total Cost
SUBCONTRACTS:		50%	\$ -	50%	\$ -	
OTHER CHARGES:		50%	\$ -	50%	\$ -	\$ -
Total Other Costs			\$ -		\$ -	\$ -

E. INDIRECT		Category A Diabetes		Category B Heart		Total
		% of Fund	Subtotal	% of Fund	Subtotal	Total Cost
<i>Please select <u>only one</u> option and enter percentage in column G79, <u>or</u> G80. For MTDC (AB20 only) contact your contract manager.</i>						
Total Personnel Cost	25.00%	50%	\$ 4,570.81	50%	\$ 4,570.81	\$ 9,141.62
Total Direct Cost	0.00%	50%	\$ -	50%	\$ -	\$ -
Total Indirect Cost			\$ 4,570.81		\$ 4,570.81	\$ 9,141.62

		Category A Diabetes		Category B Heart		Total
TOTAL EXPENSES			\$ 23,827.00		\$ 23,827.00	\$ 47,654.00

*Rounding may occur

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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

<ol style="list-style-type: none"> 1. Procurement Rules 2. Equipment Ownership / Inventory / Disposition 3. Subcontract Requirements 4. Income Restrictions 5. Site Inspection 6. Intellectual Property Rights 7. Prior Approval of Training Seminars, Workshops or Conferences 8. Confidentiality of Information 9. Documents, Publications, and Written Reports 10. Dispute Resolution Process 	<ol style="list-style-type: none"> 11. Officials Not to Benefit 12. Prohibited Use of State Funds for Software 13. Contract Uniformity (Fringe Benefit Allowability) 14. Cancellation
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Exhibit D
Special Terms and Conditions

1. Procurement Rules

(Applicable to all subvention aid/Local assistance contracts 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 **\$2,500 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 \$2,500** 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,

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employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.

- (b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.
- (c) Procurements shall be conducted in a manner that provides for all of the following:
 - [1] Avoid purchasing unnecessary or duplicate items.
 - [2] Equipment solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.
 - [3] Take positive steps to utilize small and veteran owned businesses.
- d. Unless waived or otherwise stipulated in writing by CDPH, prior written authorization from the appropriate CDPH Program Contract Manager will be required before the Contractor will be reimbursed for any purchase **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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- (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.
- (d) The Contractor agree to provide, at least thirty (30) days prior to the expiration date of said

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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

- (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

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are made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.

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

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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 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

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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 the these terms is unattainable, and CDPH determines that the Intellectual Property should be included in or is required for Contractor's performance of this Agreement, Contractor shall obtain a license under terms acceptable to CDPH.

f. Warranties

(1) Contractor represents and warrants that:

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

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(h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.

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

g. Intellectual Property Indemnity

(1) Contractor shall indemnify, defend and hold harmless CDPH and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of CDPH's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. CDPH reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against CDPH.

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

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

h. Survival

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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.

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.)

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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.
- 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.

Exhibit D
Special Terms and Conditions

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.
- 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.

Exhibit D
Special Terms and Conditions

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.
- 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.

Exhibit D
Special Terms and Conditions

- 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**Insurance Requirements****A. General Provisions Applying to All Policies**

- 1) Coverage Term – Coverage needs to be in force for the complete term of the Agreement. If insurance expires during the term of the Agreement, a new certificate and required endorsements must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must comply with the original Agreement terms.
- 2) Policy Cancellation or Termination and Notice of Non-Renewal – Contractor shall provide to the CDPH within five (5) business days following receipt by Contractor a copy of any cancellation or non-renewal of insurance required by this Contract. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the CDPH may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
- 3) Premiums, Assessments and Deductibles – Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.
- 4) Primary Clause – Any required insurance contained in this Agreement shall be primary and not excess or contributory to any other insurance carried by the CDPH.
- 5) Insurance Carrier Required Rating – All insurance companies must carry an AM Best rating of at least “A-” with a financial category rating of no lower than VI. If Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- 6) Endorsements – Any required endorsements requested by the CDPH must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- 7) Inadequate Insurance – Inadequate or lack of insurance does not negate Contractor’s obligations under the Agreement.
- 8) Use of Subcontractors - In the case of Contractor’s utilization of Subcontractors to complete the contracted scope of work, Contractor shall include all Subcontractors as insured under Contractor’s insurance or supply evidence of the Subcontractor’s insurance to the CDPH equal to policies, coverages, and limits required of Contractor.

B. Insurance Coverage Requirements

Contractor shall display evidence of certificate of insurance evidencing the following coverage:

- 1) Commercial General Liability – Contractor shall maintain general liability with limits not less than \$1,000,000 per occurrence for bodily injury and property damage combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent Contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to Contractor’s limit of liability. The policy shall be endorsed to include, “The State of California, its officers, agents, employees, and servants

Exhibit E
Additional Provisions

as additional insured, but only insofar as the operations under this Agreement are concerned.” This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

- 2) Automobile Liability (when required) – Contractor shall maintain motor vehicle liability insurance with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. Should the scope of the Agreement involve transportation of hazardous materials, evidence of an MCS-90 endorsement is required. The policy shall be endorsed to include, “The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned.” This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 3) Worker’s Compensation and Employer’s Liability (when required) – Contractor shall maintain statutory worker’s compensation and employer’s liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer’s liability limits of \$1,000,000 are required. When work is performed on State owned or controlled property the policy shall contain a waiver of subrogation endorsement in favor of the State. This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 4) Professional Liability (when required) – Contractor shall maintain professional liability covering any damages caused by a negligent error; act or omission with limits not less than \$1,000,000 per occurrence and \$1,000,000 policy aggregate. The policy’s retroactive date must be displayed on the certificate of insurance and must be before the date this Agreement was executed or before the beginning of Agreement work.
- 5) Environmental/Pollution Liability (when required) – Contractor shall maintain pollution liability for limits not less than \$1,000,000 per claim covering Contractor’s liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site as well as transportation and proper disposal of hazardous materials. The policy shall be endorsed to include, “The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned.” This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 6) Aircraft Liability (when required) - Contractor shall maintain aircraft liability with a limit not less than \$3,000,000. The policy shall be endorsed to include, “The State of California, its officers, agents, employees and servants as additional insured, but only insofar as the operations under this Agreement.” This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

C. Contractor shall follow the guidelines of Federal agreement incorporate by reference.

Exhibit F
Federal Terms and Conditions

(For Federally Funded Subvention/Local Assistance Agreement)

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

This Exhibit contains provisions that require strict adherence to various contracting laws and shall be used for agreement funded in whole or in part by Federal Funds.

1. Federal Contract Funds
2. Federal Equal Employment Opportunity Requirements
3. Debarment and Suspension Certification
4. Covenant Against Contingent Fees
5. Lobbying Restrictions and Disclosure Certification
6. Additional Restrictions
7. Federal Requirements
8. Air and Water Pollution Requirments
9. Smoke-Free Workplace Certification
10. Use of Small, Minority Owned and Women's Businesses
11. Human Subjects Use Requirements
12. Financial and Compliance Audit Requirements
13. Audit and Record Retention

| Exhibit F
Federal Terms and Conditions |

1. Federal Contract Funds

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

2. Federal Equal Opportunity Requirements

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

| Exhibit F
Federal Terms and Conditions |

- e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or CDPH may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by CDPH, the Contractor may request in writing to CDPH, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

3. Debarment and Suspension Certification

- a. By signing this Agreement, the Contractor agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.
- b. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and
 - (4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

|Exhibit F
Federal Terms and Conditions |

- (5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
- (6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the CDPH Contract Manager.
- d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
- e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDPH may terminate this Agreement for cause or default.

4. Covenant Against Contingent Fees

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

5. Lobbying Restrictions and Disclosure Certification

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

a. Certification and Disclosure Requirements

- (1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.
- (2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.
- (3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:
 - (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
 - (b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
 - (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.

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- (4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.
- (5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDPH Program Contract Manager.

b. Prohibition

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

6. **Additional Restrictions**

(Applicable to all contracts funded in whole or in part with funding from the federal Departments of Labor, Health and Human Services (including CDC funding), or Education.)

Contractor shall comply with the restrictions under Division F, Title V, Section 503 of the Consolidated Appropriations Act, 2012 (H.R. 2055), which provides that:

“SEC. 503.(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propoganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.”

7. **Federal Requirements**

Contractor agrees to comply with and shall require all subcontractors, if any, to comply with all applicable Federal requirements including but not limited to the United States Code, the Code of Federal Regulations, the Funding Opportunity Announcement, the Notice of Award, the funding agreement, and any memoranda or letter regarding the applicable Federal requirements.

Exhibit F
Federal Terms and Conditions

8. Air or Water Pollution Requirements

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

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

9. Smoke-Free Workplace Certification

(Applicable to agreements that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)

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

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

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

- (1) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
- (2) Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
- (3) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
- (4) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.

Exhibit F
Federal Terms and Conditions

- (5) Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

11. Human Subjects Use Requirements

(Applicable only to agreements that include any tests or examination of materials derived from the human body.)

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

12. Financial and Compliance Audit Requirements

By signing this Agreement, the Contractor/Subcontractor agrees to abide by all requirements specified in 2 CFR 200 *et seq.*, 2 CFR *et seq.*, as applicable, including but not limited to obtaining an annual audit, and any subsequent federal regulatory additions or revisions.

- a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.
- b. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code section 38030).
- c. The Contractor, as indicated below, agrees to obtain one of the following audits:
 - (1) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives **\$25,000 or more** from any State agency under a direct service contract or agreement; the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
 - (2) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives **less than \$25,000** per year from any State agency under a direct service contract or agreement, the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
 - (3) If the Contractor is a State or Local Government entity or Nonprofit organization (as defined in 2CFR Part 200) and expends \$750,000 or more in Federal awards, the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in 2CFR Part 200. An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:
 - (a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or
 - (b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.

Exhibit F
Federal Terms and Conditions

- (4) If the Contractor submits to CDPH a report of an audit other than a single audit, the Contractor must also submit a certification indicating the Contractor has not expended \$750,000 or more in federal funds for the year covered by the audit report.
- d. Two copies of the audit report shall be delivered to the CDPH program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the CDPH Program Contract Manager shall forward the audit report to CDPH's Audits and Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.
 - e. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Contractor's total revenue. The CDPH program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.
 - f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.
 - g. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.
 - h. Nothing in this provision limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.
 - i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.
 - j. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.
 - k. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

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

13. Audit and Record Retention

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

- a. The Contractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- b. The Contractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and

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reproduction.

- c. Contractor agrees that CDPH, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896).
- d. The Contractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.
 - (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
 - (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- e. The Contractor shall comply with the above requirements and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code § 10115.10, if applicable.
- f. The Contractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.
- g. The Contractor shall, if applicable, comply with the Single Audit Act and the audit reporting requirements set forth in Title 2 of the Code of Federal Regulations, Part 200 (2CFR Part 200).

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Federal Terms and Conditions

**STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH
CERTIFICATION REGARDING LOBBYING**

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

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

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

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

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

Name of Contractor

Printed Name of Person Signing for Contractor

Contract Number

Signature of Person Signing for Contractor

Date

Title

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

California Department of Public Health

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

Exhibit F
Federal Terms and Conditions

CERTIFICATION REGARDING LOBBYING

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

Approved by OMB
0348-0046

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract</p> <p><input type="checkbox"/> b. grant</p> <p><input type="checkbox"/> c. cooperative agreement</p> <p><input type="checkbox"/> d. loan</p> <p><input type="checkbox"/> e. loan guarantee</p> <p><input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application</p> <p><input type="checkbox"/> b. initial award</p> <p><input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing</p> <p><input type="checkbox"/> b. material change</p> <p>For Material Change Only:</p> <p>Year _____ quarter _____</p> <p>date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee</p> <p style="padding-left: 150px;">Tier ____, if known:</p> <p>Congressional District, If known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, If known:</p>	
<p>6. Federal Department/Agency</p>	<p>7. Federal Program Name/Description:</p> <p>CDFA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$ _____</p>	
<p>10.a. Name and Address of Lobbying Registrant <i>(If individual, last name, first name, MI):</i></p>	<p>b. Individuals Performing Services <i>(including address if different from 10a. (Last name, First name, MI):</i></p>	
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. required disclosure shall be subject to a not more than \$100,000 for each such failure.</p>	<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No.: _____ Date: _____</p>	
<p>Federal Use Only</p>		<p>Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)</p>

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Federal Terms and Conditions

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

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

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

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

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

Exhibit G
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

This Information Privacy and Security Requirements Exhibit (For Non-HIPAA/HITECH Act Contracts) (hereinafter referred to as "this Exhibit") sets forth the information privacy and security requirements Contractor is obligated to follow with respect to all personal and confidential information (as defined herein) disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on **behalf** of the California Department of Public Health (hereinafter "CDPH"), pursuant to Contractor's agreement with CDPH. (Such personal and confidential information is referred to herein collectively as "CDPH PCI".) CDPH and Contractor desire to protect the privacy and provide for the security of CDPH PCI pursuant to this Exhibit and in compliance with state and federal laws applicable to the CDPH PCI.

- I. Order of Precedence: With respect to information privacy and security requirements for all CDPH PCI, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the agreement between Contractor and CDPH, including Exhibit A (Scope of Work), all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.
- II. Effect on lower tier transactions: The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, and the information privacy and security requirements Contractor is obligated to follow with respect to CDPH PCI disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of CDPH, pursuant to Contractor's agreement with CDPH. When applicable the Contractor shall incorporate the relevant provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.
- III. Definitions: For purposes of the agreement between Contractor and CDPH, including this Exhibit, the following definitions shall apply:
 - A. Breach:

"Breach" means:

 1. the unauthorized acquisition, access, use, or disclosure of CDPH PCI in a manner which compromises the security, confidentiality or integrity of the information; or
 2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(f).
 - B. Confidential Information: "Confidential information" means information that:
 1. does not meet the definition of "public records" set forth in California Government Code section 6252(e), or is exempt from disclosure under any of the provisions of Section 6250, et seq. of the California Government Code or any other applicable state or federal laws; or
 2. is contained in documents, files, folders, books or records that are clearly labeled, marked or designated with the word "confidential" by CDPH.

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(For Non-HIPAA/HITECH Act Contracts)**

- C. **Disclosure:** “Disclosure” means the release, transfer, provision of, access to, or divulging in any manner of information outside the entity holding the information.
- D. **PCI:** “PCI” means “personal information” and “confidential information” (as these terms are defined herein:
- E. **Personal Information:** “Personal information” means information, in any medium (paper, electronic, oral) that:
1. directly or indirectly collectively identifies or uniquely describes an individual; or
 2. could be used in combination with other information to indirectly identify or uniquely describe an individual, or link an individual to the other information; or
 3. meets the definition of “personal information” set forth in California Civil Code section 1798.3, subdivision (a) or
 4. is one of the data elements set forth in California Civil Code section 1798.29, subdivision (g)(1) or (g)(2); or
 5. meets the definition of “medical information” set forth in either California Civil Code section 1798.29, subdivision (h)(2) or California Civil Code section 56.05, subdivision (j); or
 6. meets the definition of “health insurance information” set forth in California Civil Code section 1798.29, subdivision (h)(3); or
 7. is protected from disclosure under applicable state or federal law.
- F. **Security Incident:** “Security Incident” means:
1. an attempted breach; or
 2. the attempted or successful unauthorized access or disclosure, modification or destruction of CDPH PCI, in violation of any state or federal law or in a manner not permitted under the agreement between Contractor and CDPH, including this Exhibit; or
 3. the attempted or successful modification or destruction of, or interference with, Contractor’s system operations in an information technology system, that negatively impacts the confidentiality, availability or integrity of CDPH PCI; or
 4. any event that is reasonably believed to have compromised the confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission. Furthermore, an information security incident may also include an event that constitutes a violation or imminent threat of violation of information security policies or procedures, including acceptable use policies.
- G. **Use:** “Use” means the sharing, employment, application, utilization, examination, or analysis of information.

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Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

- IV. Disclosure Restrictions: The Contractor and its employees, agents, and subcontractors shall protect from unauthorized disclosure any CDPH PCI. The Contractor shall not disclose, except as otherwise specifically permitted by the agreement between Contractor and CDPH (including this Exhibit), any CDPH PCI to anyone other than CDPH personnel or programs without prior written authorization from the CDPH Program Contract Manager, except if disclosure is required by State or Federal law.
- V. Use Restrictions: The Contractor and its employees, agents, and subcontractors shall not use any CDPH PCI for any purpose other than performing the Contractor's obligations under its agreement with CDPH.
- VI. Safeguards: The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of CDPH PCI, including electronic or computerized CDPH PCI. At each location where CDPH PCI exists under Contractor's control, the Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities in performing its agreement with CDPH, including this Exhibit, and which incorporates the requirements of Section VII, Security, below. Contractor shall provide CDPH with Contractor's current and updated policies within five (5) business days of a request by CDPH for the policies.
- VII. Security: The Contractor shall take any and all steps reasonably necessary to ensure the continuous security of all computerized data systems containing CDPH PCI. These steps shall include, at a minimum, complying with all of the data system security precautions listed in the Contractor Data Security Standards set forth in Attachment 1 to this Exhibit.
- VIII. Security Officer: At each place where CDPH PCI is located,, the Contractor shall designate a Security Officer to oversee its compliance with this Exhibit and to communicate with CDPH on matters concerning this Exhibit.
- IX. Training: The Contractor shall provide training on its obligations under this Exhibit, at its own expense, to all of its employees who assist in the performance of Contractor's obligations under Contractor's agreement with CDPH, including this Exhibit, or otherwise use or disclose CDPH PCI.
- A. The Contractor shall require each employee who receives training to certify, either in hard copy or electronic form, the date on which the training was completed.
- B. The Contractor shall retain each employee's certifications for CDPH inspection for a period of three years following contract termination or completion.
- C. Contractor shall provide CDPH with its employee's certifications within five (5) business days of a request by CDPH for the employee's certifications.
- X. Employee Discipline: Contractor shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other Contractor workforce members under Contractor's direct control who intentionally or negligently violate any provisions of this Exhibit.

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Information Privacy and Security Requirements
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XI. Breach and Security Incident Responsibilities:

- A. Notification to CDPH of Breach or Security Incident: The Contractor shall notify CDPH **immediately by telephone call plus email or fax** upon the discovery of a breach (as defined in this Exhibit), **and within twenty-four (24) hours by email or fax** of the discovery of any security incident (as defined in this Exhibit), unless a law enforcement agency determines that the notification will impede a criminal investigation, in which case the notification required by this section shall be made to CDPH immediately after the law enforcement agency determines that such notification will not compromise the investigation. Notification shall be provided to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), below. If the breach or security incident is discovered after business hours or on a weekend or holiday and involves CDPH PCI in electronic or computerized form, notification to CDPH shall be provided by calling the CDPH Information Security Office at the telephone numbers listed in Section XI(F), below. For purposes of this Section, breaches and security incidents shall be treated as discovered by Contractor as of the first day on which such breach or security incident is known to the Contractor, or, by exercising reasonable diligence would have been known to the Contractor. Contractor shall be deemed to have knowledge of a breach if such breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is a employee or agent of the Contractor.

Contractor shall take:

1. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and
 2. any action pertaining to a breach required by applicable federal and state laws, including, specifically, California Civil Code section 1798.29.
- B. Investigation of Breach and Security Incidents: The Contractor shall immediately investigate such breach or security incident. As soon as the information is known and subject to the legitimate needs of law enforcement, Contractor shall inform the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer of:
1. what data elements were involved and the extent of the data disclosure or access involved in the breach, including, specifically, the number of individuals whose personal information was breached; and
 2. a description of the unauthorized persons known or reasonably believed to have improperly used the CDPH PCI and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the CDPH PCI, or to whom it is known or reasonably believed to have had the CDPH PCI improperly disclosed to them; and
 3. a description of where the CDPH PCI is believed to have been improperly used or disclosed; and

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4. a description of the probable and proximate causes of the breach or security incident; and
 5. whether Civil Code section 1798.29 or any other federal or state laws requiring individual notifications of breaches have been triggered.
- C. Written Report: The Contractor shall provide a written report of the investigation to the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer as soon as practicable after the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a complete, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence or further disclosure of data regarding such breach or security incident.
- D. Notification to Individuals: If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:
1. make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such notifications, prior to the transmission of such notifications to the individuals; or
 2. cooperate with and assist CDPH in its notification (including substitute notification) to the individuals affected by the breach.
- E. Submission of Sample Notification to Attorney General: If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:
1. electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format, content and timeliness provisions of Section 1798.29, subdivision (e). Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or
 2. cooperate with and assist CDPH in its submission of a sample copy of the notification to the Attorney General.
- F. CDPH Contact Information: To direct communications to the above referenced CDPH staff, the Contractor shall initiate contact as indicated herein. CDPH reserves the right to make changes to the contact information below by verbal or written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the agreement to which it is incorporated.

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Information Privacy and Security Requirements
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CDPH Program Contract Manager	CDPH Privacy Officer	CDPH Chief Information Security Officer
See the Scope of Work exhibit for Program Contract Manager	Privacy Officer Privacy Office Office of Legal Services California Dept. of Public Health 1415 L Street, 5 th Floor Sacramento, CA 95814 Email: privacy@cdph.ca.gov Telephone: (877) 421-9634	Chief Information Security Officer Information Security Office California Dept. of Public Health P.O. Box 997377 MS6302 Sacramento, CA 95899-7413 Email: cdphiso@cdph.ca.gov Telephone: (855) 500-0016

- XII. Documentation of Disclosures for Requests for Accounting: Contractor shall document and make available to CDPH or (at the direction of CDPH) to an Individual such disclosures of CDPH PCI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of personal information as required by Civil Code section 1798.25, or any applicable state or federal law.
- XIII. Requests for CDPH PCI by Third Parties: The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH Program Contract Manager all requests for disclosure of any CDPH PCI requested by third parties to the agreement between Contractor and CDPH (except from an Individual for an accounting of disclosures of the individual's personal information pursuant to applicable state or federal law), unless prohibited from doing so by applicable state or federal law.
- XIV. Audits, Inspection and Enforcement CDPH may inspect the facilities, systems, books and records of Contractor to monitor compliance with this Exhibit. Contractor shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the CDPH Program Contract Manager in writing.
- XV. Return or Destruction of CDPH PCI on Expiration or Termination: Upon expiration or termination of the agreement between Contractor and CDPH for any reason, Contractor shall securely return or destroy the CDPH PCI. If return or destruction is not feasible, Contractor shall provide a written explanation to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), above.
- A. Retention Required by Law: If required by state or federal law, Contractor may retain, after expiration or termination, CDPH PCI for the time specified as necessary to comply with the law.
- B. Obligations Continue Until Return or Destruction: Contractor's obligations under this Exhibit shall continue until Contractor returns or destroys the CDPH PCI or returns the CDPH PCI to CDPH; provided however, that on expiration or termination of the agreement between Contractor and CDPH, Contractor shall not further use or disclose the CDPH PCI except as required by state or federal law.

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- C. Notification of Election to Destroy CDPH PCI: If Contractor elects to destroy the CDPH PCI, Contractor shall certify in writing, to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), above, that the CDPH PCI has been securely destroyed. The notice shall include the date and type of destruction method used.
- XVI. Amendment: The parties acknowledge that federal and state laws regarding information security and privacy rapidly evolves and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of CDPH PCI. The parties agree to promptly enter into negotiations concerning an amendment to this Exhibit consistent with new standards and requirements imposed by applicable laws and regulations.
- XVII. Assistance in Litigation or Administrative Proceedings: Contractor shall make itself and any subcontractors, workforce employees or agents assisting Contractor in the performance of its obligations under the agreement between Contractor and CDPH, available to CDPH at no cost to CDPH to testify as witnesses, in the event of litigation or administrative proceedings being commenced against CDPH, its director, officers or employees based upon claimed violation of laws relating to security and privacy, which involves inactions or actions by the Contractor, except where Contractor or its subcontractor, workforce employee or agent is a named adverse party.
- XVIII. No Third-Party Beneficiaries: Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than CDPH or Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- XIX. Interpretation: The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.
- XX. Survival: If Contractor does not return or destroy the CDPH PCI upon the completion or termination of the Agreement, the respective rights and obligations of Contractor under Sections VI, VII and XI of this Exhibit shall survive the completion or termination of the agreement between Contractor and CDPH.

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Attachment 1
Contractor Data Security Standards

1. General Security Controls

- A. **Confidentiality Statement.** All persons that will be working with CDPH PCI must sign a confidentiality statement. The statement must include at a minimum, General Use, Security and Privacy safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to CDPH PCI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for CDPH inspection for a period of three (3) years following contract termination.
- B. **Background check.** Before a member of the Contractor's workforce may access CDPH PCI, Contractor must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk for theft of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.
- C. **Workstation/Laptop encryption.** All workstations and laptops that process and/or store CDPH PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. The encryption solution must be full disk unless approved by the CDPH Information Security Office.
- D. **Server Security.** Servers containing unencrypted CDPH PCI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- E. **Minimum Necessary.** Only the minimum necessary amount of CDPH PCI required to perform necessary business functions may be copied, downloaded, or exported.
- F. **Removable media devices.** All electronic files that contain CDPH PCI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smart devices tapes etc.). PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher.
- G. **Antivirus software.** All workstations, laptops and other systems that process and/or store CDPH PCI must install and actively use a comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- H. **Patch Management.** All workstations, laptops and other systems that process and/or store CDPH PCI must have operating system and application security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.
- I. **User IDs and Password Controls.** All users must be issued a unique user name for accessing CDPH PCI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password.

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Passwords are not to be shared. Must be at least eight characters. Must be a non-dictionary word. Must not be stored in readable format on the computer. Must be changed every 60 days. Must be changed if revealed or compromised. Must be composed of characters from at least three of the following four groups from the standard keyboard:

- Upper case letters (A-Z)
- Lower case letters (a-z)
- Arabic numerals (0-9)
- Non-alphanumeric characters (punctuation symbols)

J. **Data Sanitization.** All CDPH PCI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PCI is no longer needed.

2. System Security Controls

- A. **System Timeout.** The system must provide an automatic timeout, requiring reauthentication of the user session after no more than 20 minutes of inactivity.
- B. **Warning Banners.** All systems containing CDPH PCI must display a warning banner each time a user attempts access, stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.
- C. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for CDPH PCI, or which alters CDPH PCI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. This logging must be included for all user privilege levels including, but not limited to, systems administrators. If CDPH PCI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
- D. **Access Controls.** The system must use role based access controls for all user authentications, enforcing the principle of least privilege.
- E. **Transmission encryption.** All data transmissions of CDPH PCI outside the contractor's secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end to end at the network level, or the data files containing CDPH PCI can be encrypted. This requirement pertains to any type of CDPH PCI in motion such as website access, file transfer, and E-Mail.
- F. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting CDPH PCI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

3. Audit Controls

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- A. **System Security Review.** All systems processing and/or storing CDPH PCI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.
- B. **Log Reviews.** All systems processing and/or storing CDPH PCI must have a routine procedure in place to review system logs for unauthorized access.
- C. **Change Control.** All systems processing and/or storing CDPH PCI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

4. Business Continuity / Disaster Recovery Controls

- A. **Disaster Recovery.** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic CDPH PCI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this agreement for more than 24 hours.
- B. **Data Backup Plan.** Contractor must have established documented procedures to securely backup CDPH PCI to maintain retrievable exact copies of CDPH PCI. The backups shall be encrypted. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and the amount of time to restore CDPH PCI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of CDPH data.

5. Paper Document Controls

- A. **Supervision of Data.** CDPH PCI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. CDPH PCI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
- B. **Escorting Visitors.** Visitors to areas where CDPH PCI is contained shall be escorted and CDPH PHI shall be kept out of sight while visitors are in the area.
- C. **Confidential Destruction.** CDPH PCI must be disposed of through confidential means, using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PSCI is no longer needed.
- D. **Removal of Data.** CDPH PCI must not be removed from the premises of the Contractor except with express written permission of CDPH.
- E. **Faxing.** Faxes containing CDPH PCI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving

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faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending.

- F. ***Mailing.*** CDPH PCI shall only be mailed using secure methods. Large volume mailings of CDPH PHI shall be by a secure, bonded courier with signature required on receipt. Disks and other transportable media sent through the mail must be encrypted with a CDPH approved solution, such as a solution using a vendor product specified on the CALIFORNIA STRATEGIC SOURCING INITIATIVE.

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 20-10292 entered into between the State of California Department of Public Health (CDPH) and the Contractor (identified below), the Contractor does acknowledge that final payment has been requested via invoice number(s) _____, in the amount(s) of \$ _____ and dated _____. If necessary, enter "See Attached" in the appropriate blocks and attach a list of invoice numbers, dollar amounts and invoice dates.

Release of all Obligations

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

Repayments Due to Audit Exceptions / Record Retention

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

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

Recycled Product Use Certification

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

Reminder to Return State Equipment/Property (If Applicable)

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

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

Patents / Other Issues

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

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

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

Signature of Contractor or Official Designee: _____ Date: _____

Printed Name/Title of Person Signing: _____

CDPH Distribution: Accounting (Original) Program