COUNTY OF LOS ANGELES
Public Health

JONATHAN E. FIELDING, M.D., M.P.H.
Director and Health Officer

JONATHAN E. FREEDMAN
Chief Deputy Director

313 North Figueroa Street, Room 806
Los Angeles, California 90012
TEL (213) 240-8117 • FAX (213) 975-1273

www.publichealth.lacounty.gov

BOARD OF SUPERVISORS
Gloria Molina
First District
Mark Ridley-Thomas
Second District
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Third District
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Michael D. Antonovich
Fifth District

November 03, 2010

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

16 November 3, 2010

SACHI A. HAMAI
EXECUTIVE OFFICER

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

APPROVAL TO ACCEPT A MASTER GRANT AGREEMENT FROM THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH OFFICE OF AIDS FOR THE PERIOD OF JULY 1, 2010 THROUGH JUNE 30, 2013, AND EXECUTE AN AMENDMENT TO CONTRACT NUMBER H-208499 WITH CHARLES R. DREW UNIVERSITY OF MEDICINE AND SCIENCE (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

Request approval to accept a three-year Master Grant Agreement from the California Department of Public Health Office of AIDS, to support Human Immunodeficiency Virus/Acquired Immunodeficiency Syndrome surveillance, prevention, and care activities and execute an amendment to Contract Number H-208499 with Charles R. Drew University of Medicine and Science for early intervention program outreach activities.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and instruct the Director of the Department of Public Health (DPH), or his designee, to accept a Master Grant Agreement (MGA) Number 10-95267 from the California Department of Public Health Office of AIDS (State), (Exhibit I), to support DPH's Office of AIDS Programs and Policy (OAPP) effective July 1, 2010 through June 30, 2013, in the amount of $36,560,128.

2. Delegate authority to the Director of DPH, or his designee, to accept future awards and/or amendments that are consistent with the requirements of State MGA Number 10-95267 and its associated Memorandum of Understanding (MOU) through June 30, 2013, that allow the rollover of unspent funds and/or increase or decrease funding up to 30 percent of each year's annual allocation, subject to review and approval by County Counsel and notification to your Board and the Chief Executive Office (CEO).

3. Delegate authority to the Director of DPH, or his designee, to accept HIV Rapid Test Kits (Exhibit II) from the State during the period of July 1, 2010 through June 30, 2013 at an approximate total annual value of $131,071 and to accept additional HIV Rapid Test Kits, if available.

4. Delegate authority to the Director of DPH, or his designee, to execute amendment number 16 (substantially similar to Exhibit III) to Contract Number H-208499 with Charles R. Drew University of Medicine and Science (CDU) to support early intervention program (EIP) outreach activities in the additional amount of $96,000, increasing the annual maximum obligation from $200,000 to $296,000, as noted in Attachment A, effective upon date of Board approval through June 30, 2012, and extend the amendment for an additional 12 months through June 30, 2013 at an annual maximum obligation of $296,000; for a total contractual maximum obligation of $888,000 for the period of Board approval through June 30, 2013, offset by State Minority AIDS Initiative (MAI) funds and Care – Base funds.

5. Delegate authority to the Director of DPH, or his designee, to execute future amendments to Agreement H-208499 with CDU, that allow for the rollover of unspent funds and/or increase or decrease funding up to 30 percent of each year's maximum obligation, subject to review and approval by County Counsel and notification to your Board and the CEO.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Board approval of the recommended actions will allow DPH to accept a three year State MGA that includes three MOUs, as further specified below, that support the continuation of core public health functions necessary for an effective HIV/AIDS response by the County of Los Angeles (County). The MOUs provides funding for three fiscal years (FYs) for: 1) HIV/AIDS Surveillance Program MOU in the amount of $4,426,704, which supports HIV surveillance efforts in the County that are administered by DPH's HIV Epidemiology Program; 2) HIV Care Program MOU in the amount of $27,625,368, which supports HIV/AIDS services and MAI services. HIV/AIDS services includes EIP, language, medical case management, substance abuse treatment, medical outpatient and medical specialty, oral healthcare, transitional case management, and mental health psychotherapy and psychiatric services provided by contracted community based organizations (CBOs) and a number of Department of Health Services facilities. MAI services provide HIV early intervention outreach and treatment education activities targeted towards HIV infected person of color residing in under- and uninsured communities; and 3) HIV Prevention Program MOU in the amount $4,508,056, which support HIV activities including HIV counseling and testing services and partner services. The objective of HIV counseling and testing services is to identify a fraction of the 12,000 persons in the County who have HIV and are unaware of their status and partner services provides HIV partner elicitation and notification with the goal of early identification of HIV and, where possible, interruption of the transmission of HIV.

Board approval to accept the MGA from the State and approval to increase and/or decrease up to 30 percent will allow DPH to continue to support HIV prevention services including, but not limited to, Surveillance, Care-Base, MAI, Prevention-Base, and Partner Services to provide DPH the flexibility to adjust funding due to the State's historical practice of significantly adjusting State HIV/AIDS funding through the duration of the grant which dictates the 30 percent delegated authority request rather than of 25 percent request.

Approval to accept the HIV Rapid Test Kit allocation will allow DPH to order Rapid HIV Test Kits from

State Office of AIDS in the amount designated by the State in Exhibit II which are then provided to OAPP-funded HIV counseling and testing providers for the purposes of HIV testing services.

Approval to amend and execute future amendments to the CDU agreement will allow DPH to extend the term through June 30, 2012, with a one-year extension through June 30, 2013, for all program service to expand EIP outreach services to enroll those persons living with HIV in uninsured communities who are economically disadvantaged and underserved into care and treatment services using State MAI funds and Care – Base funds. Approval to increase and/or decrease funding up to 30 percent in the agreement with CDU will allow DPH to reallocate funding base on an ongoing analysis of service utilization and grant expenditure to ensure grants funds are maximize and clients continue to receive much needed services which dictates the 30 percent delegated authority request rather than of 25 percent request.

Implementation of Strategic Plan Goals

The recommended actions support Goal 4, Health and Mental Health, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The amount of the MGA is $36,560,128 for the period of July 1, 2010 through June 30, 2013.

The CDU Amendment will increase the Agreement's total annual obligation by $96,000 increasing the total annual contractual obligation from $200,000 to $296,000 effective upon date of Board approval through June 30, 2012 and $296,000 for the period of July 1, 2012 through June 30, 2013 for total contractual maximum obligation of $888,000 for the period of Board approval through June 30, 2013; 100 percent offset by MAI funds in the amount of $288,000 and Care – Base funds in the amount of $600,000.

Funding under the Sate MGA is included in DPH's FY 2010-11 Final Adopted Budget and will be included in future fiscal years, as necessary.

DPH will return to your Board for approval of an Appropriation Adjustment.

There is no net County cost associated with these actions.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Since 1989, your Board has accepted State MGA funding which funds several service modalities, as stipulated under each MOU. The MOUs function as exhibits to the agreements.

On November 6, 2007, your Board accepted State MGA for FY 2007-08 through FY 2009-10 and granted DPH delegated authority to accept future amendments to the agreement that did not increase or decrease the allocation by more than 25 percent of the original award.

On September 15, 2009, your Board took action to reduce/eliminate funding for services due to significant State funding reductions. These funding reductions affected the Care MOU causing the elimination of the following service modalities: HIV/AIDS legal; medical nutrition therapy; peer support; service provider network capacity building; service provider training; and treatment

education. Finally, social marketing and health education and risk reduction services are no longer funded by State Prevention-Base MOU.

On May 3, 2010, the State issued an announcement of funding allocation informing DPH of the annual allocated amount of $12,116,571 for a three year term, effective July 1, 2010 through June 30, 2013.

On July 12, 2010, the State issued an announcement of funding allocation informing DPH of additional Prevention funding allocated for FY 2010-11 in the amount of $210,415. The additional one-time only State Prevention funds are specifically to be used for HIV prevention services. The announcement also informed DPH of the allocation for rapid test kits in an anticipated annual approximate value of $131,017 for the period of July 1, 2010 through June 30, 2011.

On October 6, 2010, DPH received MGA Number 10-95267 from the State for the period of July 1, 2010 through June 30, 2013 in the amount of $36,560,128.

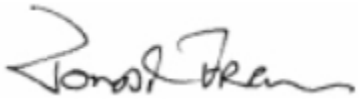
Attachment A provides additional information.

County Counsel has approved Exhibits I, II, and III as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will ensure the continued provision of HIV/AIDS surveillance and core HIV/AIDS medical and ancillary services to eligible County residents living with HIV/AIDS who have no, or limited medical care coverage and ensure a continued safety net for those in need of prevention and primary medical services.

Respectfully submitted,



JONATHAN E. FIELDING, M.D., M.P.H.
Director and Health Officer

JEF:ar

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

DEPARTMENT OF PUBLIC HEALTH
OFFICE OF AIDS PROGRAMS AND POLICY

ATTACHMENT A

Agency and Agreement	TERM 1 *DOBA -- 6/30/11	TERM 2 7/1/11 -- 6/30/12	TERM 3 7/1/12 -- 6/30/13	Total Allocation	Service Planning Area	Supervisorial District	Performance as of September 30, 2009 Comments
Early Intervention Program - SAM Care -- Base, SAM Minority AIDS Initiative							
Charles R Drew University of Medicine and Science H-208499	$ 296,000	$ 296,000	$ 296,000	$ 888,000	6	2	Meeting goals
Total	$ 296,000	$ 296,000	$ 296,000	$ 888,000			

Term	Total Amount	Funding Source: **CDPH -- OA SAM CARE -- BASE**	Funding Source: **CDPH -- OA SAM Minority AIDS Initiative**
Year 1:	$ 296,000	$200,000	$96,000
Year 2:	$ 296,000	$200,000	$96,000
Year 3:	$ 296,000	$200,000	$96,000
Total:	**$ 888,000**	$600,000	$288,000
			Amount Covered by NCC
		NCC Total:	**$0**

***DOBA: Date of Board Approval**

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (CDPH Rev 9/09)

EXHIBIT I

REGISTRATION NUMBER	AGREEMENT NUMBER
	10-95267

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

STATE AGENCY'S NAME (Also referred to as CDPH or the State)

California Department of Public Health

CONTRACTOR'S NAME (Also referred to as Contractor)

County of Los Angeles

2. The term of this Agreement is: July 1, 2010 through June 30, 2013

3. The maximum amount of this Agreement is: $ 36,560,128
Thirty-Six Million, Five Hundred Sixty Thousand, One Hundred Twenty-Eight Dollars.

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

Exhibit A – Scope of Work	3 pages
Exhibit B – Budget Detail and Payment Provisions	3 pages
Exhibit C * – General Terms and Conditions	GTC 610
Exhibit D (F) – Special Terms and Conditions (Attached hereto as part of this agreement)	25 pages
Exhibit E – Additional Provisions	3 pages
Exhibit F – Contractor's Release	1 page
Exhibit G – Travel Reimbursement Information	2 pages
Exhibit H – Contractor Equipment Purchased with CDPH Funds	2 pages
Exhibit I – Inventory/Disposition of CDPH-Funded Equipment	2 pages
Exhibit J – Information Privacy and Security Requirements	11 pages

See Exhibit E, Provision 1 for additional incorporated exhibits.

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

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

CONTRACTOR

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

County of Los Angeles

BY *(Authorized Signature)* | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

C/O Monique Collins, State Grant Manager, L.A. Office of AIDS Programs & Policy
600 S. Commonwealth Avenue, 10th Floor, Los Angeles, CA 90005

STATE OF CALIFORNIA

AGENCY NAME

California Department of Public Health

BY *(Authorized Signature)* | DATE SIGNED *(Do not type)*

PRINTED NAME AND TITLE OF PERSON SIGNING

Sandra Winters, Chief, Contracts and Purchasing Services Section

ADDRESS

1501 Capitol Avenue, Suite 71.5178, MS 1802, PO Box 997377
Sacramento, CA 95899-7377

California Department of General Services Use Only

X Exempt per:

OOA transaction is PCC exempt per applicable Budget Act.

Exhibit A
Scope of Work

1. Service Overview

Contractor agrees to provide to the California Department of Public Health (CDPH) the services described herein and detailed in each incorporated Memorandum of Understanding (MOU).

The Contractor will provide direct services for HIV/AIDS surveillance, HIV care and support, and HIV prevention to individuals living with HIV/AIDS or at risk of HIV infection.

2. Service Location

The services shall be performed at applicable sites in the County of Los Angeles.

3. Service Hours

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

4. Project Representatives

A. The project representatives during the term of this agreement are identified in each incorporated MOU.

B. Direct all administrative inquiries to:

California Department of Public Health	**County of Los Angeles**
Office of AIDS Fiscal Management Section Attention: Carrie Talbot Mail Station Code 7700 1616 Capitol Avenue, Suite 616 P.O. Box 997426 Sacramento, CA 95899-7426 Telephone: (916) 449-5932 Fax: (916) 449-5909 E-mail: Carrie.Talbot@cdph.ca.gov	Office of AIDS Programs and Policy Planning and Research Division Attention: Monique Collins, MPH, CHES State Grant Manager 600 S. Commonwealth Avenue, 10th Floor Los Angeles, CA 90005 Telephone: (213) 351-8084 Fax: (213) 381-8023 E-mail: mcollins@ph.lacounty.gov

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

Exhibit A
Scope of Work

5. Services to be Performed

Contractor shall perform the following services related to the following programs:

A. HIV/AIDS Surveillance Program

HIV/AIDS surveillance provides precise and timely information necessary to identify ongoing patterns of infection and to measure the burden of disease. HIV/AIDS surveillance data provides essential information to describe and monitor trends in infection among geographic and socio-economic groups, plan programs serving infected and affected communities, allocate resources, and develop more effective policy. HIV/AIDS surveillance data are routinely used for quarterly surveillance reports, annual HIV epidemiologic profiles; grant applications for HIV prevention and care, and providing information to public stakeholders. Partnership with local health jurisdictions, HIV testing services, and other health care providers throughout California is essential to core HIV/AIDS surveillance.

B. HIV Care Program

HIV Care Program (HCP) is a two-tiered approach to service prioritization and delivery and is based upon the Health Resources Services Administration (HRSA)-defined service categories.

1. **Tier One:** *Outpatient/Ambulatory Medical Care*. This service must be provided to all clients whether paid for with HCP funds or other funding sources before Tier Two services can be offered through HCP: *Outpatient/Ambulatory Medical Care*

2. **Tier Two:** Tier two services are the remaining HRSA defined service categories listed below. These categories support access to and maintenance in Tier One care, and reduce treatment failure risk:

   Medical Case Management Services (including treatment adherence), Case Management (non-medical), Child Care Services, Early Intervention Services (EIS), Emergency Financial Assistance, Food Bank / Home-Delivered Meals, Health Education / Risk Reduction, Health Insurance Premium and Cost Sharing Assistance, Home and Community-Based Health Services, Home Health Care, Hospice Services, Housing Services, Legal Services, Linguistic Services, Medical Transportation Services, Medical Nutrition Therapy, Mental Health Services, Oral Health Care, Outreach Services, Psychosocial *Support Services, Referral for Health Care / Supportive Services, Rehabilitation Services, Respite Care, Substance Abuse Services (outpatient), Substance Abuse Services (residential), and Treatment Adherence Counseling.*

C. HIV Prevention Program

The HIV Prevention Program works with local health jurisdictions and community-based organizations, providing technical and capacity building assistance, to develop and implement focused HIV prevention interventions to reduce the transmission of HIV; to test high-risk clients for HIV detection; to change individual knowledge and attitudes about HIV and risk behaviors; to promote the development of risk-reduction skills; and to change community norms related to unsafe sexual and drug-taking behaviors.

Exhibit A
Scope of Work

6. Allowable Informal Scope of Work Changes

A. Changes and revisions to the Scope of Work contained in the agreement, utilizing the "**allowable cost payment system**", may be proposed by the Contractor in writing. All requested changes and revisions are subject to the approval of the State. Failure to notify the State of proposed revisions to the Scope of Work may result in an audit finding.

B. The State will respond, in writing, as to the approval or disapproval of all such requests for changes or revisions to the Scope of Work within 30 calendar days of the date the request is received in the program. Should the State fail to respond to the Contractor's request within 30 calendar days of receipt, the Contractor's request shall be deemed approved.

C. The State may also request changes and revisions to the Scope of Work. The State will make a good-faith effort to provide the Contractor 30 calendar days advance written notice of said changes or revisions.

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the budget(s) attached to each incorporated MOU.

B. Invoices shall include the Agreement Number and MOU Program Name and shall be submitted not more frequently than monthly in arrears. Each invoice for the quarter shall be submitted for payment no more than forty-five (45) calendar days following the close of each quarter, unless an alternate deadline is agreed to in writing by the program contract manager. Direct all inquiries to:

Invoice Desk
California Department of Public Health
Office of AIDS
MS 7700
1616 Capitol Avenue, Suite 616
P.O. Box 997426
Sacramento, CA 95899-7426

C. Invoices shall:

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

2. Budget Contingency Clause

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

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

3. Prompt Payment Clause

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

Exhibit B
Budget Detail and Payment Provisions

4. Amounts Payable

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

1) $12,326,986 for the budget period of 07/01/10 through 06/30/11.
2) $12,116,571 for the budget period of 07/01/11 through 06/30/12.
3) $12,116,571 for the budget period of 07/01/12 through 06/30/13.

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

5. Timely Submission of Final Invoice

A. A final undisputed invoice shall be submitted for payment no more than sixty (60) calendar days following the expiration or termination date of this agreement, unless a later or alternate deadline is agreed to in writing by the program contract manager. Said invoice should be clearly marked "Final Invoice", thus indicating that all payment obligations of the State under this agreement have ceased and that no further payments are due or outstanding.

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

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

6. Allowable Line Item Shifts

A. Subject to the prior review and approval of the State, line item shifts of up to fifteen percent (15%) of the annual contract total, not to exceed a maximum of one hundred thousand ($100,000) annually are allowed, so long as the annual agreement total neither increases nor decreases.

The $100,000 maximum limit shall be assessed annually and automatically adjusted by the State in accordance with cost-of-living indexes. Said adjustments shall not require a formal agreement amendment. The State shall annually inform the Contractor in writing of the adjusted maximum.

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

C. The Contractor shall adhere to State requirements regarding the process to follow in requesting approval to make line item shifts.

D. Line item shifts may be proposed/requested by either the State or the Contractor.

Exhibit B
Budget Detail and Payment Provisions

7. Expense Allowability / Fiscal Documentation

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

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

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

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

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

8. Recovery of Overpayments

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

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

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

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

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

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

Special Terms and Conditions

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

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

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

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

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

Index of Special Terms and Conditions

1. Federal Equal Employment Opportunity Requirements
2. Travel and Per Diem Reimbursement
3. Procurement Rules
4. Equipment Ownership / Inventory / Disposition
5. Subcontract Requirements
6. Income Restrictions
7. Audit and Record Retention
8. Site Inspection
9. Federal Contract Funds
10. Intellectual Property Rights
11. Air or Water Pollution Requirements
12. Prior Approval of Training Seminars, Workshops or Conferences
13. Confidentiality of Information
14. Documents, Publications, and Written Reports
15. Dispute Resolution Process
16. Financial and Compliance Audit Requirements
17. Human Subjects Use Requirements
18. Novation Requirements
19. Debarment and Suspension Certification
20. Smoke-Free Workplace Certification
21. Covenant Against Contingent Fees
22. Payment Withholds
23. Performance Evaluation
24. Officials Not to Benefit
25. Four-Digit Date Compliance
26. Prohibited Use of State Funds for Software
27. Use of Small, Minority Owned and Women's Businesses
28. Alien Ineligibility Certification
29. Union Organizing
30. Contract Uniformity (Fringe Benefit Allowability)
31. Lobbying Restrictions and Disclosure Certification

1. Federal Equal Opportunity Requirements

(Applicable to all federally funded agreements entered into by the California Department of Public Health (CDPH) formerly known as California Department of Health Services (CDHS).)

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.

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.

2. Travel and Per Diem Reimbursement
(Applicable if travel and/or per diem expenses are reimbursed with agreement funds.)

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

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

a. **Equipment definitions**
Wherever the term equipment /property is used, the following definitions shall apply:

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

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

b. **Government and public entities** (including state colleges/universities and auxiliary organizations), whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through h of Provision 3. Paragraph c of Provision 3 shall also apply, if equipment purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.

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

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

To secure equipment above the annual maximum limit of $50,000, the Contractor shall make

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

(2) All equipment purchases are subject to Paragraphs d through h of Provision 3. Paragraph b of Provision 3 shall also apply, if equipment purchases are delegated to subcontractors that are either a government or public entity.

(3) Nonprofit organizations and commercial businesses, shall use a procurement system that meets the following standards:

(a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement, 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 of $5,000 or more for commodities, supplies, equipment, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by CDPH, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.

e. In special circumstances, determined by CDPH (e.g., when CDPH has a need to monitor certain purchases, etc.), CDPH may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. CDPH reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that CDPH determines to be unnecessary in carrying out performance under this Agreement.

f. The Contractor and/or subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor and/or subcontractor at any time.

g. For all purchases, the Contractor and/or subcontractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor and/or subcontractor for inspection or audit.

h. CDPH may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under Paragraphs b and/or c of Provision 3 by giving the Contractor no less than 30

calendar days written notice.

4. Equipment Ownership / Inventory / Disposition

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

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

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

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

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

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

(a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).

(b) Submit the inventory report to CDPH according to the instructions appearing on the inventory form or issued by the CDPH Program Contract Manager.

(c) Contact the CDPH Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by CDPH's Asset Management Unit.

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

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

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

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

e. Unless otherwise stipulated by the program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement,

shall only be used for performance of this Agreement or another CDPH agreement.

f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor shall provide a final inventory report of equipment and/or property to the CDPH Program Contract Manager and shall, at that time, query CDPH as to the requirements, including the manner and method, of returning state equipment and/or property to CDPH. Final disposition of equipment and/or property shall be at CDPH expense and according to CDPH instructions. Equipment and/or property disposition instructions shall be issued by CDPH immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, CDPH may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different CDPH agreement.

g. **Motor Vehicles**

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

(1) If motor vehicles are purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor and/or Subcontractor shall return such vehicles to CDPH and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to CDPH.

(2) If motor vehicles are purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, the State of California shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner. The Contractor and/or a subcontractor may only use said vehicles for performance and under the terms of this Agreement.

(3) The Contractor and/or Subcontractor agree that all operators of motor vehicles, purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.

(4) If any motor vehicle is purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, the Contractor and/or Subcontractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's and/or Subcontractor's possession:

Automobile Liability Insurance

(a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of $1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, to the Contractor and/or Subcontractor.

(b) The Contractor and/or Subcontractor shall, as soon as practical, furnish a copy of the certificate of insurance to the CDPH Program Contract Manager. The certificate of insurance shall identify the CDPH contract or agreement number for which the insurance applies.

(c) The Contractor and/or Subcontractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to CDPH.

(d) The Contractor and/or Subcontractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.

(e) The Contractor and/or Subcontractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:

[1] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State (California Department of Public Health (CDPH)).

[2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.

[3] The insurance carrier shall notify CDPH, in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to each agreement number for which the insurance was obtained.

(f) The Contractor and/or Subcontractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Contractor shall be notified by CDPH, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services shall be performed prior to obtaining said approval.

(g) In the event the Contractor and/or Subcontractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, CDPH may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

5. Subcontract Requirements

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

a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing $5,000 or more. Except as indicated in Paragraph a(3) herein, when securing subcontracts for services exceeding $5,000, the Contractor shall obtain at least three bids or justify a sole source award.

(1) The Contractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.

(2) The State may identify the information needed to fulfill this requirement.

(3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:

(a) A local governmental entity or the federal government,
(b) A State college or university from any State,
(c) A Joint Powers Authority,
(d) An auxiliary organization of a California State University or a California community college,
(e) A foundation organized to support the Board of Governors of the California Community Colleges,
(f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,
(g) Entities of any type that will provide subvention aid or direct services to the public,
(h) Entities and/or service types identified as exempt from advertising in State Contracting Manual 5.80. View this publication at the following Internet address:

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

b. CDPH reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.

   (1) Upon receipt of a written notice from CDPH requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by CDPH.

c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of $5,000 or more are subject to the prior review and written approval of CDPH. CDPH may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by CDPH.

d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by CDPH, make copies available for approval, inspection, or audit.

e. CDPH assumes no responsibility for the payment of subcontractors used in the performance of 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.

h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

   "(*Subcontractor Name*) agrees to maintain and preserve, until three years after termination of (*Agreement Number*) and final payment from CDPH to the Contractor, to permit CDPH or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."

i. Unless otherwise stipulated in writing by CDPH, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.

j. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 19, 20, 24, and 31 or other numbered provisions herein that deemed applicable.

6. Income Restrictions

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

7. Audit and Record Retention
(Applicable to agreements in excess of $10,000.)

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

b. The Contractor's and/or subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.

c. Contractor agrees that CDPH, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896).

d. The Contractor and/or Subcontractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.

(1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.

(2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

e. The Contractor and/or Subcontractor shall comply with the above requirements and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code § 10115.10, if applicable.

f. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

g. The Contractor shall, if applicable, comply with the Single Audit Act and the audit reporting requirements set forth in OMB Circular A-133.

8. Site Inspection

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

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

a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this 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.

10. Intellectual Property Rights

a. Ownership

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

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

(a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.

(3) In the performance of this Agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of CDPH's Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of CDPH's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of CDPH. **Except as otherwise set forth herein, neither the Contractor nor CDPH shall give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to CDPH, Contractor agrees to abide by all license and confidentiality restrictions applicable to CDPH in the third-party's license agreement.

(4) Contractor agrees to cooperate with CDPH in establishing or maintaining CDPH's exclusive rights in the Intellectual Property, and in assuring CDPH's sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to CDPH all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or CDPH and which result directly or indirectly from this Agreement or any subcontract.

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

b. Retained Rights / License Rights

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

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

c. Copyright

(1) Contractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to CDPH to any work product made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.

(2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, shall include CDPH's notice of copyright, which shall read in 3mm or larger typeface: "© *[Enter Current Year e.g., 2007, etc.]*, Department of Public Health. This material may not be reproduced or disseminated without prior written permission from the Department of Public Health." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

d. Patent Rights

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

e. Third-Party Intellectual Property

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

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.

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

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

g. Intellectual Property Indemnity

(1) Contractor shall indemnify, defend and hold harmless CDPH and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the

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

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

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

h. Federal Funding

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

i. Survival

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

11. Air or Water Pollution Requirements

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

a. Government contractors agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act [42 U.S.C. 1857(h)], section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended.

12. Prior Approval of Training Seminars, Workshops or Conferences

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

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

13. Confidentiality of Information

a. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.

b. The Contractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.

c. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH Program Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.

d. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than CDPH without prior written authorization from the CDPH Program Contract Manager, except if disclosure is required by State or Federal law.

e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

f. As deemed applicable by CDPH, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

14. Documents, Publications and Written Reports

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

Any document, publication or written report (excluding progress reports, financial reports and normal 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.

15. Dispute Resolution Process

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

(1) The Contractor should first informally discuss the problem with the CDPH Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.

(2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.

b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5, commencing with Section 251, California Code of Regulations.)

c. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.

d. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Program Contract Manager.

e. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the CDPH Program Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

16. Financial and Compliance Audit Requirements

a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.

b. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code section 38030).

c. The Contractor, as indicated below, agrees to obtain one of the following audits:

(1) <u>If the Contractor is a nonprofit organization</u> (as defined in H&S Code section 38040) <u>and receives **$25,000 or more** from any State agency under a direct service contract or agreement</u>; 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) <u>If the Contractor is a nonprofit organization</u> (as defined in H&S Code section 38040) <u>and receives **less than $25,000** per year from any State agency under a direct service contract or agreement</u>, 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) <u>If the Contractor is a State or Local Government entity or Nonprofit organization</u> (as defined by the Federal Office of Management and Budget [OMB] Circular A-133) <u>and expends $500,000 or more in</u>

Federal awards, the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in OMB Circular A-133 entitled "Audits of States, Local Governments, and Non-Profit Organizations". An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:

(a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or

(b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.

(4) If the Contractor submits to CDPH a report of an audit other than an OMB A-133 audit, the Contractor must also submit a certification indicating the Contractor has not expended $500,000 or more in federal funds for the year covered by the audit report.

d. Two copies of the audit report shall be delivered to the CDPH program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the CDPH Program Contract Manager shall forward the audit report to CDPH's Audits and Investigations Unit if the audit report was submitted under Section 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".

17. Human Subjects Use Requirements

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

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

18. Novation Requirements

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

19. Debarment and Suspension Certification
(Applicable to all agreements funded in part or whole with federal funds.)

a. By signing this Agreement, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.

b. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

(2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and

(4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

(5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

(6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the CDPH Program Contract Manager.

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.

20. Smoke-Free Workplace Certification

(Applicable to federally funded agreements/grants and subcontracts/subawards, 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 or Grantee certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.

d. Contractor or Grantee further agrees that it will insert this certification into any subawards (subcontracts or subgrants) entered into that provide for children's services as described in the Act.

21. Covenant Against Contingent Fees
(Applicable only to federally funded agreements.)

The Contractor warrants that no person or selling agency has been employed or retained to solicit/secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, 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.

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

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

23. Performance Evaluation
(Not applicable to grant agreements.)

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

24. Officials Not to Benefit

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

25. Four-Digit Date Compliance

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

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

26. Prohibited Use of State Funds for Software
(Applicable to agreements in which computer software is used in performance of the work.)

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

27. Use of Small, Minority Owned and Women's Businesses
(Applicable to that portion of an agreement that is federally funded and entered into with institutions of higher education, hospitals, nonprofit organizations or commercial 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.

(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.

28. Alien Ineligibility Certification
(Applicable to sole proprietors entering federally funded agreements.)

By signing this Agreement, the Contractor certifies that he/she is not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act. (8 U.S.C. 1601, et seq.)

29. Union Organizing
(Applicable only to grant agreements.)

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

a. No state funds disbursed by this grant will be used to assist, promote or deter union organizing.

b. Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure.

c. Grantee shall, where state funds are not designated as described in b herein, allocate, on a pro-rata basis, all disbursements that support the grant program.

d. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

30. Contract Uniformity (Fringe Benefit Allowability)
(Applicable only to nonprofit organizations.)

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

a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.

b. As used herein, fringe benefits do not include:

(1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.
(2) Director's and executive committee member's fees.
(3) Incentive awards and/or bonus incentive pay.
(4) Allowances for off-site pay.
(5) Location allowances.
(6) Hardship pay.
(7) Cost-of-living differentials

c. Specific allowable fringe benefits include:

(1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.

d. To be an allowable fringe benefit, the cost must meet the following criteria:

(1) Be necessary and reasonable for the performance of the Agreement.
(2) Be determined in accordance with generally accepted accounting principles.
(3) Be consistent with policies that apply uniformly to all activities of the Contractor.

e. Contractor agrees that all <u>fringe benefits</u> shall be at <u>actual cost</u>.

f. Earned/Accrued Compensation

(1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See Provision f (3)(a) for an example.

(2) For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.

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

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

If an employee, John Doe, earns/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.

31. 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.

(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.

Attachment 1

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 subcontractors, subgrants, and contracts under grants and 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 / Grant 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 notifiy the contractor in writing of an alternate submission address.

Attachment 2

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

1. Type of Federal Action: [ ] a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: [ ] a. bid/offer/application b. initial award c. post-award	3. Report Type: [ ] a. initial filing b. material change For Material Change Only: Year _____ quarter _____ date of last report _____.
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier ___, if known: Congressional District, If known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, If known:	
6. Federal Department/Agency	7. Federal Program Name/Description: CDFA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known: $	
10.a. Name and Address of Lobbying Registrant *(If individual, last name, first name, MI)*:	b. Individuals Performing Services *(including address if different from 10a.* *(Last name, First name, MI):*	
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.	Signature: _____ Print Name: _____ Title: Telephone No.: _____ Date: _____	
Federal Use Only	Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)	

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 E
Additional Provisions

1. Additional Incorporated Exhibits

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

1) HIV/AIDS Surveillance Program MOU
2) HIV Care Program MOU
3) HIV Prevention Program MOU

2. Cancellation / Termination

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

B. CDPH reserves the right to cancel or terminate this agreement immediately for cause. The Contractor may submit a written request to terminate this agreement only if CDPH substantially fails to perform its responsibilities as provided herein.

C. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of this agreement.

D. Agreement termination or cancellation shall be effective as of the date indicated in CDPH's notification to the Contractor. The notice shall stipulate any final performance, invoicing or payment requirements.

E. Upon receipt of a notice of termination or cancellation, the Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent agreement costs.

F. In the event of early termination or cancellation, the Contractor shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this agreement.

3. Avoidance of Conflicts of Interest by Contractor

A. CDPH intends to avoid any real or apparent conflict of interest on the part of the Contractor, subcontractors, or employees, officers and directors of the Contractor or subcontractors. Thus, CDPH reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Contractor to submit additional information or a plan for resolving the conflict, subject to CDPH review and prior approval.

Exhibit E
Additional Provisions

B. Conflicts of interest include, but are not limited to:

1) An instance where the Contractor or any of its subcontractors, or any employee, officer, or director of the Contractor or any subcontractor has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the contract would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the contract.

2) An instance where the Contractor's or any subcontractor's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.

C. If CDPH is or becomes aware of a known or suspected conflict of interest, the Contractor will be given an opportunity to submit additional information or to resolve the conflict. A Contractor with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by CDPH to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, the conflict will be grounds for terminating the contract. CDPH may, at its discretion upon receipt of a written request from the Contractor, authorize an extension of the timeline indicated herein.

4. Insurance Requirements

A. Self Insured Government Entities

The Contractor agrees to furnish to CDPH a letter certifying that it possesses and/or will obtain self-insurance in an amount that is sufficient to cover bodily injury and property damage liability combined that might arise under this agreement. Self insurance coverage shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal injury, and other applicable liability that may arise under this agreement. The liability insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability.

B. Government Entities that can supply proof of insurance possession

Contractor shall comply with the following insurance requirements:

1) Commercial General Liability

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

Exhibit E
Additional Provisions

2) The certificate of insurance must include the following provisions:

   a. The insurer will not cancel the insured's coverage without giving 30 days prior written notice to the California Department of Public Health, and

   b. The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State of California under this agreement.

3) The Contractor agrees that the insurance required herein will remain in effect at all times during the term of the agreement. In the event said insurance coverage expires at any time or times during the term of this agreement, the Contractor agrees to provide, at least 30 calendar days before said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the agreement or for a period of not less than one year. CDPH may, in addition to any other remedies it may have, terminate this agreement on the occurrence of such event.

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

5. Freeze Exemptions

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

B. Contractor agrees not to implement any personnel policy, which may adversely affect performance or the positions funded, in whole or part, by this contract.

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

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

Exhibit F

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** 10-95267 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 Los Angeles

Signature of Contractor or Official Designee: _____ Date: _____

Printed Name/Title of Person Signing: _____

CDPH Distribution: Accounting (Original) Program

Travel Reimbursement Information

(Mileage Reimbursement Decrease Effective 1/1/10)

1. The following rate policy is to be applied for reimbursing the travel expenses of persons under contract. The terms "contract" and/or "subcontract" have the same meaning as "grantee" and/or "subgrantee" where applicable.

   a. Reimbursement for travel and/or per diem shall be at the rates established for nonrepresented/excluded state employees. Exceptions to Department of Personnel Administration (DPA) lodging rates may be approved by *the California Department of Public Health (CDPH)* upon the receipt of a statement on/with an invoice indicating that such rates are not available.

   b. Short Term Travel is defined as a 24-hour period, and less than 31 consecutive days, and is at least 50 miles from the main office, headquarters or primary residence. Starting time is whenever a contract *or* subcontract employee leaves his or her home or headquarters. "Headquarters" is defined as the place where the contracted personnel spends the largest portion of their working time and returns to upon the completion of assignments. Headquarters may be individually established for each traveler and approved verbally or in writing by the program funding the agreement. Verbal approval shall be followed up in writing or email.

   c. Contractors on travel status for more than one 24-hour period and less than 31 consecutive days may claim a fractional part of a period of more than 24 hours. Consult the chart appearing on Page 2 of this exhibit to determine the reimbursement allowance. All lodging reimbursement claims must be supported by a receipt*. If a contractor does not or cannot present receipts, lodging expenses will not be reimbursed.

      (1) Lodging (with receipts*):

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

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

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

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

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

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

   e. In computing allowances for continuous periods of travel of less than 24 hours, consult the chart appearing on Page 2 of this exhibit.

   f. No meal or lodging expenses will be reimbursed for any period of travel that occurs within normal working hours, unless expenses are incurred at least 50 miles from headquarters.

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

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

3. For transportation expenses, the contractor must retain receipts for parking; taxi, airline, bus, or rail tickets; car rental; or any other travel receipts pertaining to each trip for attachment to an invoice as substantiation for reimbursement. Reimbursement may be requested for commercial carrier fares; private car mileage; parking fees; bridge tolls; taxi, bus, or streetcar fares; and auto rental fees when substantiated by a receipt.

4. **Note on use of autos:** If a contractor uses his/her or a company car for transportation, the rate of reimbursement will be **50 cents** maximum per mile. If a contractor uses his/her or a company car "in lieu of" airfare, the air coach fare will be the maximum paid by the State. The contractor must provide a cost comparison upon request by the State. Gasoline and routine automobile repair expenses are not reimbursable.

5. The contractor is required to furnish details surrounding each period of travel. Travel expense reimbursement detail may include, but not be limited to: purpose of travel, departure and return times, destination points, miles driven, mode of transportation, etc. Reimbursement for travel expenses may be withheld pending receipt of adequate travel documentation.

6. Contractors are to consult with the program with which the contract is held to obtain specific invoicing procedures.

Per Diem Reimbursement Guide

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

Exhibit H

CONTRACTOR EQUIPMENT PURCHASED WITH CDPH FUNDS

Current Contract Number: _____

Previous Contract Number (if applicable): _____

Contractor's Name: _____

_____

Contractor's Complete Address: _____

_____

Contractor's Contact Person: _____

Contact's Telephone Number: _____

Date Current Contract Expires: _____

CDPH Program Name: _____

CDPH Program Contract Manager: _____

CDPH Program Address: _____

_____

CDPH Program Contract Manager's Telephone Number: _____

Date of this Report: _____

(THIS IS NOT A BUDGET FORM)

STATE/ CDPH PROPERTY TAG (If motor vehicle, list license number.)	**QUANTITY**	**ITEM DESCRIPTION** 1. Include manufacturer's name, model number, type, size, and/or capacity. 2. If motor vehicle, list year, make, model number, type of vehicle (van, sedan, pick-up, etc.) 3. If van, include passenger capacity.	**UNIT COST PER ITEM** (Before Tax)	**CDPH PURCHASE ORDER (STD 65) NUMBER**	**DATE PURCHASED**	**MAJOR/MINOR EQUIPMENT SERIAL NUMBER** (If motor vehicle, list VIN number.)	***OPTIONAL*** ***PROGRAM USE ONLY***
			$				
			$				
			$				
			$				
			$				
			$				
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			$				
			$				
			$				

INSTRUCTIONS FOR CDPH 1203
(Please read carefully.)

The information on this form will be used by the California Department of Public Health (CDPH) Asset Management (AM) to tag contract equipment and/or property (see definitions A, and B) which is purchased with CDPH funds and is used to conduct state business under this contract. After the Standard Agreement has been approved and each time state/CDPH equipment and/or property has been received, the CDPH Program Contract Manager is responsible for obtaining the information from the Contractor and submitting this form to CDPH AM. The CDPH Program Contract Manager is responsible for ensuring the information is complete and accurate. (See *Health Administrative Manual (HAM),* Section 2-1060 and Section 9-2310.)

Upon receipt of this form from the CDPH Program Contract Manager, AM will fill in the first column with the assigned state/ CDPH property tag, if applicable, for each item (See definitions A and B). AM will return the original form to the CDPH Program Contract Manager, along with the appropriate property tags. The CDPH Program Contract Manager will then forward the property tags and the original form to the Contractor and retain one copy until the termination of this contract. The Contractor should place property tags in plain sight and, to the extent possible, on the item's front left-hand corner. The manufacturer's brand name and model number are not to be covered by the property tags.

1. If the item was shipped via the CDPH warehouse and was issued a state/CDPH property tag by warehouse staff, fill in the assigned property tag. If the item was shipped directly to the Contractor, leave the first column blank.

2. Provide the quantity, description, purchase date, base unit cost, and serial number (if applicable) for each item of:

   A. **Major Equipment:**
   - Tangible item having a base unit cost of $5,000 or more and a life expectancy of one (1) year or more.
   - Intangible item having a base unit cost of $5,000 or more and a life expectancy of one (1) year or more (e.g., software, video).

   These items are issued green numbered state/ CDPH property tags.

   B. Minor Equipment/Property: Specific tangible items with a life expectancy of one (1) year or more that have a base unit cost less than $5,000. **These items are issued green unnumbered "BLANK" state/ CDPH property tags** with the exception of the following, which are issued numbered tags: Personal Digital Assistant (PDA), PDA/cell phone combination (Blackberries), laptops, desktop personal computers, LAN servers, routers, and switches. NOTE: It is CDPH policy not to tag modular furniture. (See your Federal rules, if applicable.)

3. Provide the CDPH Purchase Order (STD 65) number if the items were purchased by CDPH. (See HAM, Section 2-1050.1.)

4. If a vehicle is being reported, provide the Vehicle Identification Number (VIN) and the vehicle license number to CDPH Vehicle Services. (See HAM, Section 2-10050.)

5. If all items being reported do not fit on one form, make copies and write the number of pages being sent in the upper right-hand corner (e.g., "Page 1 of 3.") The CDPH Program Contract Manager should retain one copy and send the original to: California Department of Public Health, Asset Management, MS 1801, P.O. Box 997377, 1501 Capitol Avenue, Sacramento, CA 95899-7377.

6. Property tags that have been lost or destroyed must be replaced. Replacement property tags can be obtained by contacting AM at (916) 650-0124.

7. Use the version on the CDPH Intranet forms site. The CDPH 1203 consists of one page for completion and one page with information and instructions.

Exhibit I

INVENTORY/DISPOSITION OF CDPH-FUNDED EQUIPMENT

Current Contract Number: _____

Previous Contract Number (if applicable): _____

Contractor's Name: _____

_____

Contractor's Complete Address: _____

_____

Contractor's Contact Person: _____

Contact's Telephone Number: _____

Date Current Contract Expires: _____

CDPH Program Name: _____

CDPH Program Contract Manager: _____

CDPH Program Address: _____

_____

CDPH Program Contract Manager's Telephone Number: _____

Date of this Report: _____

(THIS IS NOT A BUDGET FORM)

STATE/ CDPH PROPERTY TAG (If motor vehicle, list license number.)	**QUANTITY**	**ITEM DESCRIPTION** 1. Include manufacturer's name, model number, type, size, and/or capacity. 2. If motor vehicle, list year, make, model number, type of vehicle (van, sedan, pick-up, etc.) 3. If van, include passenger capacity.	**UNIT COST PER ITEM** (Before Tax)	**CDPH ASSET MGMT. USE ONLY CDPH Document (DISPOSAL) Number**	**ORIGINAL PURCHASE DATE**	**MAJOR/MINOR EQUIPMENT SERIAL NUMBER** (If motor vehicle, list VIN number.)	***OPTIONAL— PROGRAM USE ONLY***
			$				
			$				
			$				
			$				
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INSTRUCTIONS FOR CDPH 1204
(Please read carefully.)

The information on this form will be used by the California Department of Public Health (CDPH) Asset Management (AM) to; (a) conduct an inventory of CDPH equipment and/or property (see definitions A, and B) in the possession of the Contractor and/or Subcontractors, and (b) dispose of these same items. Report all items, regardless of the items' ages, per number 1 below, purchased with CDPH funds and used to conduct state business under this contract. (See *Health Administrative Manual (HAM),* Section 2-1060 and Section 9-2310.)

The CDPH Program Contract Manager is responsible for obtaining information from the Contractor for this form. The CDPH Program Contract Manager is responsible for the accuracy and completeness of the information and for submitting it to AM.

Inventory: List all CDPH tagged equipment and/or property on this form and submit it within 30 days prior to the three-year anniversary of the contract's effective date, if applicable. **The inventory should be based on previously submitted CDPH 1203s**, "Contractor Equipment Purchased with CDPH Funds." AM will contact the CDPH Program Contract Manager if there are any discrepancies. (See HAM, Section 2-1040.1.)

Disposal: *(Definition: Trade in, sell, junk, salvage, donate, or transfer; also, items lost, stolen, or destroyed (as by fire).)* The CDPH 1204 should be completed, along with a "Property Survey Report" (STD. 152) or a "Property Transfer Report" (STD. 158), whenever items need to be disposed of; (a) during the term of this contract and (b) 30 calendar days before the termination of this contract. After receipt of this form, the AM will contact the CDPH Program Contract Manager to arrange for the appropriate disposal/transfer of the items. (See HAM, Section 2-1050.3.)

1. List the state/ CDPH property tag, quantity, description, purchase date, base unit cost, and serial number (if applicable) for each item of;

   A. Major Equipment: **(These items were issued green numbered state/ CDPH property tags.)**
   - Tangible item having a base unit cost of $5,000 or more and a life expectancy of one (1) year or more.
   - Intangible item having a base unit cost of $5,000 or more and a life expectancy of one (1) year or more (e.g., software, video.)

   B. Minor Equipment/Property: **(These items were issued green state/ CDPH property tags.)**
   Specific tangible items with a life expectancy of one (1) year or more that have a base unit cost less than $5,000. The minor equipment and/or property items were issued green unnumbered "BLANK" state/ CDPH property tags with the exception of the following, which are issued numbered tags: Personal Digital Assistant (PDA), PDA/cell phone combination (Blackberries), laptops, desktop personal computers, LAN servers, routers and switches.

2. If a vehicle is being reported, provide the Vehicle Identification Number (VIN) and the vehicle license number to CDPH Vehicle Services. (See HAM, Section 2-10050.)

3. If all items being reported do not fit on one page, make copies and write the number of pages being sent in the upper right-hand corner (e.g. "Page 1 of 3.")

4. The CDPH Program Contract Manager should retain one copy and send the original to: California Department of Public Health, Asset Management, MS1801, P.O. Box 997377, 1501 Capitol Avenue, Sacramento, CA 95899-7377.

5. Use the version on the CDPH Intranet forms site. The CDPH 1204 consists of one page for completion and one page with information and instructions.

For more information on completing this form, call AM at (916) 650-0124.

Exhibit J
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, 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 Privacy 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. Affect on lower tier transactions: The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, regardless of whether they are for the acquisition of services, goods, or commodities. 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 acquisition, access, use, or disclosure of CDPH PCI, in any medium (paper, electronic, oral), in violation of any state or federal law or in a manner not permitted under the agreement between Contractor and CDPH, including this Exhibit, that compromises the privacy, security or integrity of the information. For purposes of this definition, "compromises the privacy, security or integrity of the information" means poses a significant risk of financial, reputational, or other harm to an individual or individuals; or
2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(d).

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 he 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; or
3. is "personal information" as defined in this Exhibit.

C. Disclosure: "Disclosure" means the release, transfer, provision of, access to, or divulging in any other manner of information.

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

D. Personal Information: "Personal information" means information, in any medium (paper, electronic, oral) that:

1. by itself directly identifies or uniquely describes an individual; or
2. creates a substantial risk that it 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(a) or
4. is one of the data elements set forth in California Civil Code section 1798.29(e)(1),(2) or (3); or
5. meets the definition of "medical information" set forth in either California Civil Code section 1798.29(f)(2) or California Civil Code section 56.05(g); or
6. meets the definition of "health insurance information" set forth in California Civil Code section 1798.29(f)(3).

E. Security Incident: "Security Incident" means:

1. an attempted breach; or
2. the attempted or successful 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 hinders or makes impossible Contractor's receipt, collection ,creation, storage, transmission or use of PCI by Contractor for or on **behalf** of CDPH, pursuant to Contractor's agreement with CDPH, including this Exhibit.

F. Use: "Use" means the sharing, employment, application, utilization, examination, or analysis of information.

IV. Disclosure Restrictions: The Contractor and its employees, agents, or 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 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, or subcontractors shall not use any CDPH PCI for any purpose other than carrying out 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. 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.

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

VII. Security: The Contractor shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing CDPH PCI. These steps shall include, at a minimum:

A. complying with all of the data system security precautions listed in the Contractor Data Security Standards set forth in Attachment 1 to this Exhibit;
B. providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III- Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies; and

In case of a conflict between any of the security standards contained in any of these enumerated sources of security standards, the most stringent shall apply. The most stringent means that safeguard which provides the highest level of protection to CDPH PCI from breaches and security incidents.

VIII. Security Officer: The Contractor shall designate a Security Officer to oversee its compliance with this Exhibit and for communicating 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 sign a certification, indicating the employee's name and the date on which the training was completed.
B. The Contractor shall retain each employee's written certifications for CDPH inspection for a period of three years following contract termination.

X. Employee Discipline: Contractor shall discipline such employees and other Contractor workforce members who intentionally violate any provisions of this Exhibit, including by termination of employment.

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), **or** within **twenty-four (24) hours by email or fax** of the discovery of any security incident (as defined in this Exhibit). 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(E), below. If the breach or security incident occurs 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 IIT Service Desk at the telephone numbers listed in Section XI(E), 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. A Contractor shall be deemed to have knowledge of a breach or security incident if such breach or security incident is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach or security incident, who is an employee or agent of the Contractor.

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

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: The Contractor shall immediately investigate such breach or security incident, and within seventy-two (72) hours of the discovery, 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 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 believe 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
4. a description of the probable causes of the breach or security incident; and
5. whether Civil Code sections 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 within five (5) working days of 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 full, 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 of 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. The CDPH Privacy Officer shall approve 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. 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 giving written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the agreement to which it is incorporated.

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

CDPH Program Contract Manager	**CDPH Privacy Officer**	**CDPH Chief Information Security Officer (and CDPH IT Service Desk)**
See the Scope of Work exhibit for Program Contract Manager	Privacy Officer Privacy Office, c/o Office of Legal Services California Department of Public Health P.O. Box 997377, MS 0506 Sacramento, CA 95899-7377 Email: privacy@cdph.ca.gov Telephone: (877) 421-9634	Chief Information Security Officer Information Security Office California Department of Public Health P.O. Box 997413, MS 6302 Sacramento, CA 95899-7413 Email: cdphiso@cdph.ca.gov Telephone: IT Service Desk (916) 440-7000 or (800) 579-0874

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 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 emanating from third parties to the agreement between Contractor and CDPH (and not emanating from an Individual for an accounting of disclosures of personal information pursuant to applicable state or federal law).

XIV. Audits, Inspection and Enforcement: From time to time, 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. The fact that CDPH inspects, or fails to inspect, or has the right to inspect, Contractor's facilities, systems and procedures does not relieve Contractor of its responsibility to comply with this Exhibit, nor does CDPH's:

A. Failure to detect or

B. Detection, but failure to notify Contractor or require Contractor's remediation of any unsatisfactory practices constitute acceptance of such practice or a waiver of CDPH's enforcement rights under the agreement and this Exhibit.

XV. Indemnification: Contractor shall indemnify, hold harmless and defend CDPH from and against any and all claims, losses, liabilities, damages, costs and other expenses (including attorneys fees) that result from or arise directly or indirectly out of or in connection with any negligent act or omission or willful misconduct of Contractor, its officers, employees, agents or subcontractors relative to the CDPH PCI, including without limitation, any violation ~~s~~ of Contractor's responsibilities under the agreement between it and CDPH, including this Exhibit, with respect to the CDPH PCI.

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

XVI. Termination:

A. Termination Upon Breach: A breach by Contractor of any provision of the Exhibit, as determined by CDPH, shall constitute a material breach of the agreement between Contractor and CDPH and grounds for immediate termination of the agreement by CDPH. At its sole discretion, CDPH may give Contractor 30 days to cure the breach.

B. Judicial or Administrative Proceedings: Contractor will notify CDPH if it is named as a defendant in a criminal proceeding related to a violation of this Exhibit. CDPH may terminate the agreement between Contractor and CDPH if Contractor is found guilty of a criminal violation related to a violation of this Exhibit. CDPH may terminate the agreement if a finding or stipulation that the Contractor has violated any security or privacy laws is made in any administrative or civil proceeding in which the Contractor is a party or has been joined.

XVII. Return or Destruction of CDPH PCI on Expiration or Termination: On expiration or termination of the agreement between Contractor and CDPH for any reason, Contractor shall return or destroy the CDPH PCI. If return or destruction is not feasible, Contractor shall explain to CDPH why, 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(c), 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 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.

C. Notification of Election to Destroy CDPH PCI: 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(c), above. that the CDPH PCI has been destroyed.

XVIII. Amendment: The parties acknowledge that Federal and State laws relating to information security and privacy are rapidly evolving 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. Upon CDPH' request, Contractor agrees to promptly enter into negotiations with CDPH concerning an amendment to this Exhibit embodying written assurances consistent with new standards and requirements imposed by regulations and other applicable laws. CDPH may terminate this agreement upon thirty (30) days written notice in the event:

A. Contractor does not promptly enter into negotiations to amend this Exhibit when requested by CDPH pursuant to this Section or
B. Contractor does not enter into an amendment providing assurances regarding the safeguarding of CDPH PCI that CDPH in its sole discretion deems sufficient to satisfy the standards and requirements of applicable laws and regulations relating to the security or privacy of CDPH PCI.

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

XIX. Assistance in Litigation or Administrative Proceedings: Contractor shall make itself and any subcontractors, 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, or otherwise, 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, employee or agent is a named adverse party.

XX. Disclaimer: CDPH makes no warranty or representation that compliance by Contractor with this Exhibit will be adequate or satisfactory for Contractor's own purposes or that any information in Contractor's possession or control, or transmitted or received by Contractor, is or will be secure from unauthorized use or disclosure. Contractor is solely responsible for all decisions made by Contractor regarding the safeguarding of CDPH PCI.

XXI. 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.

XXII. 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 regulations.

XXIII. Survival: The respective rights and obligations of Contractor under Sections VI, VII and XI of this Exhibit shall survive the termination or expiration of the agreement between Contractor and CDPH.

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

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, Blackberry, backup tapes etc.). 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 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 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.

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Information Privacy and Security Requirements
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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. 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 PSCI is no longer needed.

2. System Security Controls

A. ***System Timeout.*** The system must provide an automatic timeout, requiring re-authentication 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 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. 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 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.

Exhibit J
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3. Audit Controls

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 backup CDPH PCI to maintain retrievable exact copies of CDPH PCI. 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 faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending.

Exhibit J
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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 CSSI.

Memorandum of Understanding (MOU)
HIV/AIDS Surveillance Program

1. MOU TERM

The term of this MOU shall be from July 1, 2010 through June 30, 2013.

2. MAXIMUM AMOUNT PAYABLE

The maximum amount payable by the STATE to the CONTRACTOR under this MOU shall not exceed the following:

A. $1,475,568 for the budget period of July 1, 2010 to June 30, 2011.
B. $1,475,568 for the budget period of July 1, 2011 to June 30, 2012.
C. $1,475,568 for the budget period of July 1, 2012 to June 30, 2013.
D. $4,426,704 for the entire MOU term.

3. MOU EXHIBITS

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

A. Exhibit A, entitled "Scope of Work," consisting of 6 pages.
B. Exhibit B-1, entitled "Budget," Year 1 consisting of one page.
C. Exhibit B-2, entitled "Budget," Year 2 consisting of one page.
D. Exhibit B-3, entitled "Budget," Year 3 consisting of one page.
E. Exhibit C, entitled “Invoice Form,” consisting of one page.

4. PROJECT REPRESENTATIVES

The project representatives during the term of this MOU will be:

Department of Public Health	**County of Los Angeles**
Gary Horpedahl, Surveillance Coordinator Surveillance Section Office of AIDS MS 7700 P.O. Box 997426 Sacramento, CA 95899-7426 Telephone: (916) 445-6047 Fax: (916) 449-5861 E-Mail: Gary.Horpedahl@cdph.ca.gov	Douglas Frye, M.D., M.P.H. Director, HIV EPI Program 600 S. Commonwealth Avenue Suite 1920 Los Angeles, CA 90005 Telephone: (213) 351-8190 Fax: (213) 639-1380 E-Mail: dfrye@ph.lacounty.gov

Exhibit A
Scope of Work

A. ACTIVE SURVEILLANCE ACTIVITIES – CORE*

Goal: Establish and enhance active and passive HIV/AIDS case surveillance in health and social service settings, including laboratories and confidential test sites. Improve the timeliness, accuracy, and reliability of the local HIV/AIDS case data. Investigate reported HIV/AIDS cases in order to establish an accurate mode of HIV transmission, and in conjunction with California Department of Public Health, Office of AIDS (OA) staff, conduct investigations of cases of public health importance.

Objective 1

Program activities should include regular surveillance visits to previously classified reporting facilities. Identify new reporting sources. All activities should be documented for inclusion in the annual progress report

Objective 2

Evaluate HIV/AIDS name-based case reporting protocols in the facilities identified in Objective 1 above. Establish reporting protocols and revise as needed.

Objective 3

Identify, incorporate, and educate all laboratories of their reporting responsibilities, as specified in the Surveillance Handbook at: http://www.cdph.ca.gov/programs/aids/Pages/SurvProcedures.aspx Laboratories are required to report confirmed HIV/AIDS test results to the submitting health care provider and to the local health department (LHD) using the complete patient name.

Objective 4

Assess and use secondary data sources including cancer, vital statistics, tuberculosis registries, sexually transmitted diseases (STD), and community based organizations to improve the accuracy of HIV/AIDS case reporting.

B. HIV/AIDS CASE REGISTRY OPERATIONS - CORE*

Goal: To improve the timeliness, accuracy and reliability of the local HIV/AIDS case data.

Objective 1

Match HIV positive test results from laboratories to case reports received from health care providers. Ensure that there is no duplication of reports by checking local county surveillance records and contacting OA Surveillance Section for case checks.

*Core is an activity required by all counties.

Exhibit A
Scope of Work

Objective 2

Any update to a case (labs, address changes, status change, diagnosis status, etc.) should immediately be recorded on the Adult HIV/AIDS Confidential Care Report Form ACR and forwarded to California Department of Public Health (CDPH) Office of AIDS per the established CDC Security and Confidentiality Guidelines.

C. EPIDEMIOLOGIC HIV/AIDS CASE INVESTIGATIONS – CORE*

Goal: To investigate reported HIV/AIDS cases in order to identify the mode of HIV transmission and, in conjunction with OA staff, to conduct investigations of Cases of Public Health Importance (COPHI).

Objective 1

Investigate all Priority No Reported Risk (NRR) HIV/AIDS cases (i.e., children, healthcare workers, blood transfusions after 03/85, organ transplants/artificial insemination), within two months of reporting using the most recent Centers for Disease Control and Prevention (CDC) no reported risk (NRR) investigation protocols. Investigate all cases of public health importance (COPHI) NRR HIV/AIDS cases (i.e., HIV2, tattoos, bites) within two months of reporting using the most recent CDC NRR investigation protocols. Investigate all other NRR cases within six months of diagnosis.

In conjunction with OA staff, investigate COPHI including, but not limited to: health care worker(s) whose only reported exposure is job related; blood transfusion; organ transplant; artificial insemination; or unique cases such as tattoos. (See Surveillance "Handbook" at http://www.cdph.ca.gov/programs/aids/Pages/SurvProcedures.aspx.

Objective 2

Educate healthcare providers about the need to obtain and report risk information from their HIV diagnosed patients.

Objective 3

Participate in Medical Monitoring Project and HIV Incidence Surveillance data gathering projects.

D. PROCEDURES FOR ENSURING CONFIDENTIALITY OF ALL INFORMATION - CORE*

Goal: To protect the rights of individuals infected with HIV/AIDS by assuring that identifying information is safeguarded both in original case reports and in disseminated data.

*Core is an activity required by all counties.

Exhibit A
Scope of Work

Objective 1

Develop and maintain a secure registry. All physical locations containing HIV/AIDS surveillance data in electronic or paper format, as well as workstations for surveillance personnel, must be enclosed inside a locked, secured area with access limited to authorized personnel in accordance with CDC program requirements. (See Surveillance "Handbook" at http://www.cdph.ca.gov/programs/aids/Pages/SurvProcedures.aspx

Paper copies of surveillance information containing identifying information must be stored inside a locked file cabinet located inside a locked room. Shredding of confidential HIV/AIDS-related information should be performed by authorized surveillance personnel (LHD employees who have signed the Individual Security and Confidentiality Agreement form) using a commercial quality shredder with cross-cutting capability before disposal. Shredding should be used to destroy paper records containing confidential HIV/AIDS-related information. These records include, but are not limited to:

a. Line listings identifying individuals as having HIV or AIDS
b. Medical record review notes
c. Laboratory reports of HIV infection or CD4+ counts
d. Computer data runs and analyses
e. Program specific internal reports
f. Other working papers

Objective 2

An approved encryption program must secure any computer containing HIV/AIDS Reporting System (HARS)/ Enhanced HIV/AIDS Reporting System (eHARS) data. HARS/eHARS files may only be accessed by surveillance and HIV/AIDS research staff. No other copy of the database, other than an encrypted backup of your files, may be produced or retained.

Submit all case report forms, HIV/AIDS related material, and/or encrypted electronic data in double envelopes and the outer envelope (e.g., sender or recipient address or label) must have no reference to HIV/AIDS or include any terms easily associated with HIV/AIDS. The inner envelope must be marked 'Confidential', sealed, and addressed to their assigned Surveillance Coordinator at OA and should also identify the agency that originated the package mailing. All mail must be sent by traceable courier services only (i.e., United Parcel Service, Federal Express [FedEx] or U.S. Post Office). The overnight mailing address is California Department of Public Health, Surveillance Section, MS 7700, 1616 Capitol Avenue, Suite 74.616, Sacramento, CA, 95814. Only county personnel who have signed the OA Individual Confidentiality Agreement are permitted to handle confidential mail.

Electronic mail transmission (e-mail) or FAX of case information containing personal identifiers is strictly prohibited.

*Core is an activity required by all counties.

Exhibit A
Scope of Work

Objective 3

HIV/AIDS case information is transferred from the LHD to the Office of AIDS Surveillance Section on paper-based reports and, for San Francisco and Los Angeles, on encrypted diskettes. LHDs do not report HIV/AIDS cases directly to CDC. LHDs send HIV/AIDS case data for all new, updated, and deleted HIV/AIDS case reports. When receiving or initiating phone conversations to complete or un-duplicate HIV/AIDS case reports, verify that the caller is authorized to exchange confidential HIV/AIDS case information. All telephone conversations must be conducted using phones that are connected to land-lines. Cell phones and wireless communication (except for headsets with land phones) are not permitted.

Objective 4

Laptop computers and other portable electronic devices are vulnerable to theft. These devices warrant the most stringent security protocols. Employing strict security measures ensures that the confidentiality of patients is protected in the event that a device is lost or stolen. As part of the contract with each LHD, OA provides approved hardware and software for use in surveillance activities. OA does not provide laptop computers or funding for portable electronic devices. Only electronic equipment approved by OA should be used to store confidential HIV/AIDS surveillance information. (See Surveillance Handbook at: http://www.cdph.ca.gov/programs/aids/Pages/SurvProcedures.aspx).

Objective 5

According to California law, only authorized personnel who have signed an Individual Confidentiality Agreement are permitted to handle confidential public health records. Individual Confidentiality Agreements must be signed at time of employment and annually thereafter. Individuals are not authorized to access confidential surveillance information until their signed Individual Confidentiality Agreements have been reviewed and signed by the supervisor of these individuals, as well as the Chief of the OA Surveillance Section.

E. PARTNER SERVICES (PS) - CORE*

Goal: To reduce the number of new HIV/AIDS cases in California by offering assistance in the counseling and referral of sex and needle-sharing partners.

Objective 1

In conjunction with local HIV prevention and/or care programs and the local STD program, the Pubic Health Nurse will develop a protocol for referring for Partner Services (PS – formerly known as Partner Counseling and Referral Service) requests and needs to the appropriate PS program within the LHD. This will Assure that PS are offered to all persons reported with HIV/AIDS, and, when the person opts to receive PS, a good faith effort should be made to inform identified partners of potential risk of HIV exposure.

*Core is an activity required by all counties.

Exhibit A
Scope of Work

A designated LHD surveillance person will be responsible to receive and process all local and out of jurisdiction requests for elicitation, notification, counseling, referral, and follow-up of sex and needle-sharing partners.

As part of the ongoing surveillance effort, providers who report HIV/AIDS cases should be notified of the availability of HIV PS in the local health jurisdiction.

OA surveillance coordinators promote the value of PS-based HIV prevention during routine site visits and in communications with health care providers.

Objective 2

Local surveillance programs are required to document collaboration with the local PS program for inclusion in their annual surveillance report.

F. ANALYSIS, DISSEMINATION, AND USES OF SURVEILLANCE DATA

Goal: In collaboration with OA, plan, conduct, and disseminate studies of HIV/AIDS morbidity and mortality. All studies should adhere to confidentiality guidelines. (See Surveillance Handbook at: http://www.cdph.ca.gov/programs/aids/Pages/SurvProcedures.aspx).

Objective 1

Assess ability to analyze HIV/AIDS surveillance data, disseminate the results, and use the information to detect local patterns and trends of the disease.

Objective 2

Prepare epidemiological summaries synthesizing HIV/AIDS case data for populations of local interest.

Objective 3

Disseminate HIV/AIDS surveillance information through: responses to data requests; direct contact with HIV/AIDS name based case reporting sources; presentations at conferences and meetings; publications, scientific journals, newsletters and bulletins of community and medical organizations.

Objective 4

Encourage the appropriate use of HIV/AIDS name based surveillance information for funding decisions, establishing public health priorities and making policy decisions. As part of the process, incorporate program awareness and knowledge to medical policy makers, health care providers, persons at risk for HIV infection, and the general population. Conduct further epidemiological investigations as needed and evaluate findings.

*Core is an activity required by all counties.

Exhibit A
Scope of Work

G. EVALUATION OF HIV/AIDS SURVEILLANCE SYSTEM

Goal: Monitor the timeliness and completeness of HIV/AIDS name based case reporting and direct HIV/AIDS case finding activities to ensure optimal use of surveillance resources.

Objective 1

Conduct validation studies of providers who treat HIV infected individuals to monitor HIV/AIDS name based case reporting and continue to encourage major providers to regularly monitor their records in the same way.

Objective 2

Develop, implement, and evaluate the effectiveness of surveillance activities and use evaluation outcomes to allocate appropriate resources.

*Core is an activity required by all counties.

Exhibit B-1

BUDGET - Year 1

July 1, 2010 to June 30, 2011

A. PERSONNEL	$1,356,113
B. OPERATING EXPENSES	$119,455
C. CAPITAL EXPENDITURES	$0
D. OTHER COSTS	$0
E. INDIRECT COSTS	$0
TOTALS	**$1,475,568**

Exhibit B-2

BUDGET - Year 2

July 1, 2011 to June 30, 2012

A. PERSONNEL	$1,356,113
B. OPERATING EXPENSES	$119,455
C. CAPITAL EXPENDITURES	$0
D. OTHER COSTS	$0
E. INDIRECT COSTS	$0
TOTALS	**$1,475,568**

Exhibit B-3

BUDGET - Year 3

July 1, 2012 to June 30, 2013

A. PERSONNEL	$1,356,113
B. OPERATING EXPENSES	$119,455
C. CAPITAL EXPENDITURES	$0
D. OTHER COSTS	$0
E. INDIRECT COSTS	$0
TOTALS	**$1,475,568**

As per State contract requirements, please print Invoice on letterhead

County of Los Angeles
10-95267

Exhibit C
Invoice Form

HIV/AIDS SURVEILLANCE PROGRAM INVOICE

OA Date Stamp

Contractor Name

Mailing Address ***This address must match payment remittance address***

(city, state and zip code)

Contract Number

Period of Service (month / year)

		Amounts
A.	PERSONNEL	$
B.	OPERATING EXPENSE	$
C.	CAPITAL EXPENDITURES	$
D.	OTHER COSTS	$
E.	INDIRECT COSTS	$
TOTAL INVOICE		**$ -**

I hereby certify that the amount claimed is accurate and a true representation of the amount owed.

Authorized Signature

Date

Print name of authorized signature

Title

California Dept. of Public Health
Office of AIDS
MS 7700, P. O. Box 997426
Sacramento, CA 95899-7426

(previous formats are obsolete)

Memorandum of Understanding (MOU)
HIV Care Program

1. MOU TERM

The term of this MOU shall be from July 1, 2010 through June 30, 2013.

2. MAXIMUM AMOUNT PAYABLE

The maximum amount payable by the STATE to the CONTRACTOR under this MOU shall not exceed the following:

A. $9,208,456 for the budget period of July 1, 2010 to June 30, 2011.
B. $9,208,456 for the budget period of July 1, 2011 to June 30, 2012.
C. $9,208,456 for the budget period of July 1, 2012 to June 30, 2013.
D. $27,625,368 for the entire MOU term.

3. MOU EXHIBITS

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

A. Exhibit A entitled “Scopes of Work – Introduction,” consisting of one page.
B. Exhibit A-1 entitled "HIV Care Program Scope of Work," consisting of 10 pages.
C. Exhibit A-2 entitled “Minority AIDS Initiative Scope of Work,” consisting of nine pages.
D. Exhibit B-1 entitled "Budget," Year 1 consisting of one page.
E. Exhibit B-2 entitled "Budget," Year 2 consisting of one page.
F. Exhibit B-3 entitled "Budget," Year 3 consisting of one page.
G. Exhibit C-1 entitled “HCP Invoice Form,” consisting of one page.
H. Exhibit C-2 entitled “HCP Expenditure Detail,” consisting of one page.
I. Exhibit D-1 entitled “MAI Invoice Form,” consisting of one page.
J. Exhibit D-2 entitled “MAI Expenditure Detail,” consisting of one page.

4. PROJECT REPRESENTATIVES

The project representatives during the term of this MOU will be:

Department of Public Health	**County of Los Angeles**
Estella Kile Care Operations Advisor Care Operations Section Office of AIDS MS 7700 P.O. Box 997426 Sacramento, CA 95899-7426 Telephone: (916) 449-5973 Fax: (916) 449-5959 E-Mail: Estella.Kile@cdph.ca.gov	Monique Collins Contract Administration Division Chief 600 S. Commonwealth Avenue 10th Floor Los Angeles, CA 90005 Telephone: (213) 351-8084 Fax: (213) 8381-8023 E-Mail: mcollins@ph.lacounty.gov

Exhibit A
HIV Care Program and Minority AIDS Initiative
Scopes of Work - Introduction

1. Mission Statement

The goals of the California Department of Public Health, Office of AIDS (CDPH/OA) are: (1) to minimize new HIV infections and (2) to maximum the number of people with HIV infection who access appropriate care, treatment, support, and prevention services. The services required by the HIV Care Program (HCP) and Minority AIDS Initiative (MAI) Scopes of Work (SOWs) in this Memorandum of Understanding are consistent with, and are designed to support, these goals.

2. Service Overview

CDPH/OA utilizes federal Health Resources Services Administration (HRSA) funds to provide support for HIV/AIDS services in local areas. Federal HRSA funds include Part B and Minority AIDS Initiative funding. HIV care services are funded using a Single Allocation Model to consolidate HRSA program funds into a single contract in each local health jurisdiction or service area.

Through this single contract, the Contractor agrees to administer (A) **HCP** and, if applicable, *(*B) **MAI Outreach and Treatment Education Services**.

A. The Contractor agrees to administer HCP and to ensure the provision of the HIV care services as described in this SOW. The Contractor may provide direct client services exclusively or subcontract all or part of the client services. The Contractor ensures that, if all or parts of the client services are subcontracted to other client service providers, all services provided by the subcontracted agency will be in accordance with HCP. **(See Exhibit A-1)**

B. If funded, the Contractor agrees to administer the MAI outreach and treatment education services focused on providing access to, and engagement in, medical care for HIV-positive persons of color, including access to AIDS Drug Assistance Program (ADAP), Medi-Cal, or other appropriate program. (**See Exhibit A-2**)

Exhibit A-1
HIV Care Program
Scope of Work

1. HCP Services

The HIV care services to be provided under HCP are HRSA-defined service categories. For a listing of HRSA service category definitions, and the specific services included in each category, please refer to the HRSA website at www.hab.hrsa.gov. Additional information can be found in the *HCP and Budget Guidelines.*

CDPH/OA will not require local utilization of HRSA's "75 percent (Core services) / 25 percent (Support services)" requirement for prioritization of services.

HCP is a two-tiered approach to service prioritization and delivery and utilizes the HRSA-defined service categories, both the Core and Support service categories.

HCP prioritizes service provisions as follows:

Tier One: *Outpatient/Ambulatory Medical Care,* as defined by HRSA. Services include, but are not limited to, primary medical care, laboratory testing, medical history taking, health screening, and prescribing and managing medications. Contractors must ensure that Tier One medical services are provided for all population groups in their geographic region via all HIV/AIDS or other funding sources before allocating HCP funds to Tier Two services.

Tier Two: HRSA-defined Core and Support service categories that (1) assist with access to Tier One care, (2) support maintenance in Tier One care, and (3) reduce the risk of treatment failure and/or HIV transmission. HCP funds may be allocated for any Tier Two service only after Contractors have ensured Tier One services are adequately provided in their geographic region via all HIV/AIDS or other funding sources.

The following HRSA service categories are included in Tier Two of HCP:

- *Mental Health Services*
- *Medical Case Management Svcs (includes Treatment Adherence)*
- *Case Management (Non-Medical)*
- *Oral Health Care*
- *AIDS Pharmaceutical Assistance*
- *Substance Abuse Services - Outpatient and Residential*
- *Health Education/Risk Reduction*
- *Home Health Care*
- *Hospice Services*
- *Outreach Services*
- *Emergency Financial Assistance*
- *Food Bank/Home-Delivered Meals*
- *Housing Services*
- *Legal Services*
- *Treatment Adherence Counseling*
- *Health Insurance Premium and Cost Sharing Assistance*
- *Home- and Community-Based Health Services*
- *Linguistic Services*
- *Medical Transportation Services*
- *Psychosocial Support Services*
- *Medical Nutrition Therapy*
- *Early Intervention Services*
- *Referral for Health Care/Supportive Services*
- *Rehabilitation Services*
- *Respite Care*
- *Child Care Services*

Exhibit A-1
HIV Care Program
Scope of Work

A. The Contractor shall:

1. Provide comprehensive, ongoing medical services to individuals with HIV/AIDS. Services must be based on the HRSA service category, *Outpatient/Ambulatory Medical Care* or, if these services are not funded by HCP under Tier One, the Contractor must demonstrate and document the availability of primary medical care for HIV-infected persons within each population group in the service area.

2. Provide Tier Two HRSA Core and Support services as necessary, and as funds permit, to ensure access to Tier One care, maintenance in Tier One care, and reduce the risk of treatment failure or HIV transmission.

3. Develop and implement a system of service delivery that offers comprehensive, ongoing health and support services to individuals with HIV/AIDS, that actively seeks individuals who know their HIV status but are not accessing services, that reaches out to people who are HIV positive but unaware of their HIV status, and that is coordinated and integrated with other service delivery systems as appropriate.

4. Advisory and/or focus groups will meet at least **annually** to provide input to the Contractor on issues such as needs assessment, service delivery plans, and comprehensive planning. The Contractor shall maintain minutes and/or documentation of the advisory or focus group meetings.

   The advisory and/or focus group, should be made up of representatives from state, federal, and local programs that provide health services and education and prevention services; non-profit and for-profit community-based agencies; staff from other key points of entry into medical care, who either provide services to individuals with HIV/AIDS, or who may have contact with HIV positive individuals who are not in care or not aware of their HIV status; individuals with HIV, and their advocates, etc. The advisory group provides information to the Contractor regarding health services delivery and the needs of individuals with HIV/AIDS living within the community.

5. Ensure the protection of the client's privacy and confidentiality at all times. In addition, federal law requires that individuals have a right of access, to inspect, and obtain a copy of their protected health information (PHI) in a designated record set, for as long as the health information is maintained by a CDPH health plan, CDPH providers, or business associates. There are limited exceptions to an individual's right of access PHI (45 C.F. R. s 164.524).

6. Ensure that any subcontracted agencies have the organizational and administrative capabilities to support the program services and activities.

Exhibit A-1
HIV Care Program
Scope of Work

The Contractor is responsible for quality assurance and utilization review activities for subcontracted HIV care services.

7. Ensure that any subcontracted agencies have appropriate facilities and resources, including an adequate physical plant and appropriate supplies and equipment available for the provision of services and practical support functions.

8. Develop and maintain working relationships, and coordinate an integrated system of service delivery, with entities who provide key points of entry into medical care, including but not limited to emergency rooms, substance abuse treatment programs, detoxification centers, adult and juvenile detention facilities, California Department of Corrections and Rehabilitation, Transitional Case Management Program (TCMP) for incarcerated populations, sexually transmitted disease (STD) clinics, HIV counseling and testing sites, mental health programs, homeless shelters, health care points of entry specified by the State, federally qualified health centers, migrant health centers, community health centers, health services for the homeless, family planning grantees, comprehensive hemophilia diagnostic and treatment centers, and non-profit and for profit private entities that provide comprehensive primary care services to populations at risk for HIV. The coordinated, integrated system of care must be informed by HIV epidemiological data and other data sources and should include leveraged resources. The Contractor shall keep documentation of these working relationships.

9. Ensure that case management services that link available community support services to appropriate specialized medical services shall be provided for individuals residing in rural areas as appropriate.

10. Ensure HIV care services will be provided in a setting that is accessible to low-income individuals with HIV disease. Facilities must also be accessible for hearing-, vision-, and mobility-impaired persons in accordance with the federal Americans with Disabilities Act (ADA).

11. Provide targeted prevention coordinated with all state and federal programs to low-income individuals with HIV disease and to inform such individuals of the services available under Ryan White Part B.

12. To the maximum extent practical, ensure that HIV-related health care and support services delivered pursuant to a program established with assistance provided under Ryan White Part B will be provided without regard to the ability of the individual to pay for such services and without regard to the current or past health condition of the individual with HIV disease.

Exhibit A-1
HIV Care Program
Scope of Work

13. Ensure that services provided to women, infants, children, and youth are tracked and reported (see Data Collection, subheading F).

14. Ensure that services provided under this contract are in accordance with the program policy guidance issued by Division of Service Systems (DSS), HIV/AIDS Bureau (HAB) (see www.hab.hrsa.gov), CDPH/OA's *HCP and Budget Guidelines.*

15. Ensure that the Ryan White HIV/AIDS Program funds do not comprise more than sixty percent (60%) of any subcontracted agency's total budget. Ryan White HIV/AIDS Program funds are intended to provide additional funding to those areas negatively affected by HIV disease and cannot be used to supplant local HIV-related budgets.

16. Ensure that clients are eligible for services in accordance with the program policy guidance issued by DSS, HAB (see www.hab.hrsa.gov).

17. Ensure that no more than ten percent (10%) of the allocation is used for non-direct service functions such as:

    a. Routine contract administration and monitoring activities, including the preparation of applications for these funds, the receipt and disbursal of program funds, the development and establishment of reimbursement and accounting systems, the preparation of routine programmatic and financial reports, and compliance with contract conditions and audit requirements;

    b. All activities associated with the Contractor's subcontract award procedures, including the development of request for proposals, contract proposal review activities, negotiation and awarding of subcontracts, grievance process, monitoring of subcontracts through telephone consultation or onsite visits, reporting on subcontracts and funding reallocation activities.

18. In addition, ensure that no more than ten percent (10%) of the allocation is used for all subcontracted agencies' non-direct service (administrative) functions without prior written consent from OA.

19. Conduct assessment of HIV/AIDS service needs for the geographic service area at least once every three years. Review the assessment annually and, if needed, update it. Ensure that no more than five percent (5%) of the allocation is utilized to plan, conduct, and evaluate the needs assessment process. Needs assessment activities may not be billed to CDPH/OA more than once during a three year contract period.

Exhibit A-1
HIV Care Program
Scope of Work

20. Ensure that client service providers who provide Medi-Cal reimbursable services are certified as providers for purposes of Medi-Cal billing (see www.medi-cal.ca.gov) and have the ability to bill other third-party payers for covered services.

21. Ensure that funds are payer of last resort by ensuring that client service providers bill all other third-party payers, including Medi-Cal, before invoicing HCP.

22. Ensure that funds are not utilized to make payments for any item or service to the extent that payment has been made, or can reasonably be expected to be made, with respect to that item or service:

    a. Under any State compensation program, under an insurance policy, or under any Federal or State health benefits program; or

    b. By an entity that provides health services on a prepaid basis.

23. Ensure that funds are not used to:

    a. Make cash payment to intended recipients of services;

    b. Purchase or improve (other than minor remodeling) any building or other facility; or

    c. Pay for automobile parts, repairs, or maintenance, pet care or supplies, funeral expenses, etc. (see www.hab.hrsa.gov).

24. Ensure that all approved subcontracted agency invoices are paid within 45 days of receipt.

25. Ensure that no funds are carried over into subsequent contract years.

26. Ensure compliance with the federal HRSA Ryan White Program, CDPH/OA's *HCP and Budget Guidelines,* CDPH/OA Policy Letters, Management Memoranda, AIDS Regional Information and Evaluation System (ARIES) Policy Notices, and other program guidelines issued by CDPH/OA.

27. Administer Ryan White Part B funds appropriately, maintain records and invoices using standard accounting practices, coordinate federal and state data reporting, and arrange for fiscal audits.

28. Annually evaluate the cost-effectiveness of the mechanisms used to deliver comprehensive care.

Exhibit A-1
HIV Care Program
Scope of Work

29. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, the Contractor shall clearly state the percentage of the total costs of the program or project which will be financed with Federal money, the dollar amount of Federal funds for the project or program, and percentage and a dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

30. Ensure that Management Memoranda responses are accurate, complete and received on or before the required response date.

31. Ensure compliance with the following requirements regarding imposition of charges for services, for those providers who charge for services:

    a. In the case of individuals with an income less than or equal to one hundred percent (100%) of federal poverty guidelines (FPG) (see www.aspe.hhs.gov/poverty), the provider will not impose charges on any such individual for the provision of services under the contract;

    b. In the case of individuals with an income greater than one hundred percent (100%) of the FPG, the provider:

        i. Will impose charges on each such individual for the provision of such services and
        ii. Will impose charges according to a schedule of charges that is made available to the public;

    c. In the case of individuals with an income between the FPG in Columns A and B (see table below), the provider will not, for any calendar year, impose charges exceeding the percentage in Column C of the client's annual gross income:

Column A: Client's income is greater than	Column B: Client's income does not exceed	Column C: Charges are not to exceed
100% of FPG	200% of FPG	5% of the client's annual gross income
200% of FPG	300% of FPG	7% of the client's annual gross income
300% of FPG	--	10% of the client's annual gross income

Exhibit A-1
HIV Care Program
Scope of Work

32. Participate in any state-mandated meetings, trainings, WebEx conferences, Webinars, teleconferences, and/or other conferences to be determined.

33. Take steps to ensure that people with limited English proficiency can meaningfully access health and social services. For detailed information on the specific responsibilities of Contractors regarding linguistic competence, see the Office of Civil Rights (OCR) website at: http://www.hhs.gov/ocr/lep/revisedlep.html.

B. Monitoring Activities

The Contractor shall:

1. Conduct site visits and document/monitor the activities of subcontracted agencies to ensure contractual compliance not less than once every year. For all deficiencies cited in the contractor's monitoring report, develop a corrective plan, submit it to the State for approval, and implement the plan.

2. Provide any necessary assistance to the State in carrying out State monitoring activities and inspection rights for both contractors and subcontracted agencies, as provided in this agreement.

3. Make available to authorized State and/or federal representatives all records, materials, data information, and appropriate staff required for monitoring or inspection activities.

4. For all deficiencies cited in the State's monitoring report, develop a corrective plan, submit it to the State for approval, and implement the plan. Provide the corrective plan to the State within 30 days of receipt of the monitoring report.

C. Partner Services (PS)

The Contractor shall ensure that client service providers:

1. Inform clients of the availability of PS. Client service providers may either offer PS directly through their agency or by referral to their designated local health programs.

2. Maintain documentation when PS is offered and the outcome (i.e., the number of partners to be notified by the client and/or by the health jurisdiction). Client service providers using ARIES should document these encounters on the Basic Medical screen. Client service providers not using ARIES should document these encounters in the client medical records.

Exhibit A-1
HIV Care Program
Scope of Work

D. Reporting Requirements

HCP Contractors are required to submit quarterly financial and narrative reports to OA. The HCP Quarterly Reports are due to OA according to the following schedule:

Reporting Period	Due dates
July 1 – September 30	November 15
October 1 – December 31	February 15
January 1 – March 31	May 15
April 1 – June 30	August 15

1. The quarterly HCP Financial Report tracks expenditures for the Contractor and any subcontracted agency for the quarter reported. The quarterly Financial Reports shall include the administrative costs of the Contractor and each subcontracted agency, amount of funds obligated to each subcontracted agency, total expended quarterly by each subcontracted agency, percentage expended for the quarter, and total number of unduplicated clients for the quarter reported.

2. The quarterly HCP Narrative Report is an opportunity for the Contractor to describe their HCP programs, services provided, progress and accomplishments, and to identify any technical assistance needs. The quarterly Narrative Reports shall include, for the quarter reported only, descriptions of the programs, services funded with HCP funds, any general accomplishments within the programs, issues or concerns with the programs and services funded in your county, and any technical assistance and/or training needs of the contractor and/or subcontracted agency.

   Contractors may access the HCP Financial and Narrative Report formats at:
   http://www.cdph.ca.gov/programs/aids/Pages/OAHIVCareProgram.aspx

F. Data Collection

The Contractor shall ensure that client service providers:

1. Collect the HCP minimum data set. The HCP minimum dataset includes data elements required by (a) HRSA to complete the Ryan White Program Data Report (RDR), the Ryan White Program Service Report (RSR), selected HAB Quality Management (QM) indicators, and the Women, Infants, Children, and Youth Report, and (b) CDPH/OA for its development of estimates and reports (i.e., estimate of unmet need for HIV medical care, statewide epidemiologic profile, Statewide Coordinated Statement of Need) and to conduct program activities.

Exhibit A-1
HIV Care Program
Scope of Work

2. Directly enter data into ARIES within two weeks from a client's date of service. Client service providers may import data into ARIES from other data collection systems only if they obtain prior written approval from CDPH/OA; said providers may not use CDPH/OA funds to develop or maintain their import systems.

3. Electronically submit the aggregate-level RDR through HAB's Electronic Handbook (EHB). The RDR reporting period is January 1 through December 31 of the previous calendar. Submission deadlines will be announced in ARIES Policy Notices.

4. Electronically submit a Provider Report for the RSR through HAB's EHB. Unless exempted by HRSA, client service providers who provide RSR-eligible services must also upload a Client Report, which contains client-level data, as an XML data file to HAB's EHB. The RSR is due twice a year: (a) The first report includes data from the first six months of the current calendar year, and (b) The second report includes all the data from the entire previous calendar year. Submission deadlines will be announced in ARIES Policy Notices.

5. Comply with the policies and procedures outlined in ARIES Policy Notices issued by the CDPH/OA (see www.projectaries.org).

G. Client Service Provider/Subcontracted Agency Reporting Requirements

Comply with the State's timeline to submit to the State a list identifying the names and budget overview of all service provision and subcontracted agencies and total funds available to each Client Service Provider. OA's HIV Care Section will provide the required forms to complete the budget overview and all service provision information. These forms are located on the OA website. Please click on the link to access the current forms at HCP Budget Forms

H. QM Program

The Contractor shall:

1. Ensure that all client service providers have a QM program in place. The QM program should fit within the framework of the client service providers' other programmatic quality assurance and quality improvement activities. Client service providers may use an existing QM program (e.g., Joint Commission on Accreditation of Healthcare Organizations, Medicaid) or develop their own program. Client service providers who develop their own program should refer to the nine steps in HAB's *QM Technical Assistance Manual* for program formation. (www.hab.hrsa.gov/tools/qm).

Exhibit A-1
HIV Care Program
Scope of Work

2. Incorporate selected indicators from Groups 1 and 2 of HAB's HIV/AIDS Core Clinical Performance Measures for Adults and Adolescents (also known as HAB QM indicators) into QM programs as CDPH/OA implements selected HAB QM indicators as part of its QM and monitoring program. Specific indicators will be identified and released by OA Management Memorandum. Contractors and subcontracted agencies can monitor their progress in meeting HAB QM indicators for Groups 1 and 2 by using the Compliance Reports in ARIES as appropriate.

I. Data Encryption

The Contractor shall adhere to the Information Privacy and Security Requirements (Exhibit J). In addition to the procedures set forth in the Information Privacy and Security Requirements exhibit, Contractors must ensure that all mobile devices are equipped with encryption software, even if the Contractor or their subcontracted agencies do not store confidential information on the mobile devices.

Exhibit A-2
Minority AIDS Initiative
Scope of Work

1. MAI Services

MAI services must be targeted to HIV infected persons of color and must be planned and delivered in coordination with local HIV prevention outreach services to avoid duplication of effort. The goal of is to increase access to, and engagement in, HIV/AIDS medical care for HIV-positive persons of color. This is achieved by providing outreach and treatment education services to HIV-infected persons of color who have never been in care, or who have been lost to care. For additional MAI information, please refer to the *Fiscal Year 2010-2011 MAI Program and Budget Guidelines.*

In accordance with HRSA guidance, OA has defined two MAI service categories, (1) outreach and (2) treatment education. Outreach and treatment education are the only allowable service categories for MAI funding. These service categories are designed to meet the needs of persons of color in order to ensure that minority clients can access, engage in, and remain in care; receive help in adhering to treatment; and be provided with education and support that will enable them to become active participants in their own health care and improve their overall quality of life. MAI outreach and treatment education services are defined as follows:

Outreach – Those activities typically performed by an outreach worker that results in: (1) Identifying HIV-infected persons of color who know their status but have never been in care or who have been lost to HIV medical care; (2) Removing barriers that have prevented access to HIV medical care, and (3) Establishing engagement in HIV medical care. Outreach services should be conducted at times and in places where there is a high probability that individuals with HIV infection will be reached.

MAI outreach services do not include routine HIV counseling and testing or HIV prevention education. These services may be provided on a case-by-case basis for a specific MAI client only when the service is necessary to remove a barrier to care for that client.

Treatment Education - Providing health education, treatment adherence and risk reduction information to HIV-infected persons of color who know their HIV status but are not accessing medical care or to HIV-infected persons of color who are lost to care. Information includes educating clients living with HIV about how to communicate with medical providers, the importance of treatment adherence, how to manage medication side effects, how to understand their laboratory results, how to improve their health status, how to reduce HIV transmission, and identify medical and psychosocial support services and counseling that are available locally.

For designated county local health jurisdictions receiving additional HRSA funding specifically for MAI outreach and treatment education services to communities of color, the following services and standards must be adhered to:

Exhibit A-2
Minority AIDS Initiative
Scope of Work

1. The Contractor may provide direct client MAI services exclusively OR may subcontract all or part of the MAI outreach services. The Contractor must ensure that if all or part of the MAI client services are subcontracted to other service providers, all services provided by the subcontractor will be in accordance with the MAI funding and reporting requirements.

2. The Contractor may employ MAI outreach staff or support other activities to identify HIV-infected persons who are out-of-care or lost-to-care and gradually engage them in appropriate HIV care and treatment services. Target populations are those out-of-care, HIV-infected persons of color who have been unable or unwilling to access services for HIV, despite an awareness of their positive serostatus. As a member of the HIV care program team, the outreach staff person will take actions to reduce or eliminate any cultural or other barriers that prevent access to and/or continued engagement in HIV care services. The Contractor must meet specific parameters to support the needs of this project. The parameters include the Contractor's ability to do the following:

    a. It is strongly recommended that MAI outreach staff be culturally and linguistically competent "street-level" workers who reflect the communities they serve**.** Highly recommended is experience in two or three of the following areas: street-based outreach, HIV counseling and testing, health education or HIV case management.

    b. MAI outreach staff are to take actions to reduce or eliminate any cultural or other barriers that prevent access to and/or continued engagement in care and treatment services. This individual links and supports the client in accessing suitable HIV care and treatment services.

    c. In lieu of outreach positions, MAI funds can also support outreach/treatment education activities or interventions for HIV-infected persons of color, as determined at the local level and approved by OA.

    d. Commit to submitting data in an accurate and timely fashion, including committing to full participation in any evaluation or research component.

    e. Be able to commit the MAI outreach worker to participate in ongoing staff trainings including but not limited to, attendance at various state-mandated meetings, trainings, Webex/teleconferences or conferences as required.

Exhibit A-2
Minority AIDS Initiative
Scope of Work

A. The Contractor shall:

1. Provide services that identify and engage HIV-infected individuals who know their HIV status but are not accessing medical care, to reach out to people who are HIV-infected but unaware of their HIV status, and/or to locate and reestablish access for HIV-infected persons who have been lost to care.

2. Work with existing community resources and entities that serve as key points of entry into medical care, including but not limited to emergency rooms, substance abuse treatment programs, TCMP for those individuals released from state correctional institutions, detoxification centers, adult and juvenile detention facilities, STD clinics, HIV counseling and testing sites, mental health programs, homeless shelters, Federal Qualified Health Centers, etc. to coordinate and integrate HIV care service delivery.

3. Ensure that MAI outreach and treatment education services are planned and delivered in coordination with local HIV prevention outreach programs and other HIV services providers to avoid duplication of effort.

4. Ensure that services are responsive to the needs of the clients in the service area, are sensitive to linguistic, ethnic, and cultural differences of the population(s) being served, and that services are linguistically and culturally appropriate. Services may not be denied due to immigration status, place of residence within California, current or prior health condition, or inability to pay.

5. Ensure that PS is offered on a routine basis to all HIV-positive clients. Clients should be made aware that receiving assistance in the referral of partners is voluntary and will be offered periodically.

6. Ensure that MAI planning efforts are coordinated with all other local funding streams for HIV/AIDS to ensure that Ryan White HIV/AIDS program funds are the payer of last resort, maximize education and outreach efforts to link individuals to ADAP and other appropriate program, and reduce any duplication.

7. Ensure that client eligibility and service provision under this contract are in accordance with the CDPH/OA's *MAI Program and Budget Guidelines* for Fiscal Year 2010-2011.

8. Ensure that MAI clients have access to, and are enrolled in, ADAP, Medi-Cal, or other appropriate program providing HIV medications.

Exhibit A-2
Minority AIDS Initiative
Scope of Work

9. Ensure HIV care services will be provided in a setting that is accessible to low-income individuals with HIV disease. Facilities must also be accessible for hearing-, vision-, and mobility-impaired persons in accordance with the federal ADA.

10. Ensure the protection of the client's privacy and confidentiality at all times. In addition, federal law requires that individuals have a right of access, to inspect, and obtain a copy of their PHI in a designated record set, for as long as the health information is maintained by a CDPH health plan, CDPH providers, or business associates. There are limited exceptions to an individual's right of access PHI (45 C.F.R. s 164.524).

11. Ensure that any subcontractors have the organizational and administrative capabilities to support the program services and activities. The Contractor is responsible for quality assurance and utilization review activities for subcontracted MAI services.

12. Ensure that any subcontractors have appropriate facilities and resources, including an adequate physical plant and appropriate supplies and equipment available for the provision of services and practical support functions.

13. Ensure that all service providers have a QM program in place. The QM activities should fit within the framework of the Contractor's or subcontractor's other programmatic quality assurance and quality improvement activities. Contractors and subcontractors may use an existing QM program or develop their own program. Those who develop their own program should refer to the nine steps in HAB's *QM Technical Assistance Manual* (www.hab.hrsa.gov/tools/qm). It is strongly recommended that HAB Group 1, 2, and 3 indicators be incorporated into QM programs because CDPH/OA is planning to track selected HAB QM indicators as part of its QM program.

14. Ensure that no more than ten percent (10%) of the allocation is used for non-direct service functions such as:

    a. Routine contract administration and monitoring activities, including the preparation of applications for these funds, the receipt and disbursal of program funds, the development and establishment of reimbursement and accounting systems, the preparation of routine programmatic and financial reports, and compliance with contract conditions and audit requirements;

Exhibit A-2
Minority AIDS Initiative
Scope of Work

b. All activities associated with the Contractor's subcontract award procedures, including the development of request for proposals, contract proposal review activities, negotiation and awarding of subcontracts, grievance process, monitoring of subcontracts through telephone consultation or onsite visits, reporting on subcontracts and funding reallocation activities.

15. In addition, ensure that no more than ten percent (10%) of the allocation is used for all subcontractors' non-direct service (administrative) functions.

16. Ensure that service providers who provide Medi-Cal reimbursable services are certified as providers for purposes of Medi-Cal billing (see www.medi-cal.ca.gov) and have the ability to bill other third-party payers for covered services.

17. Ensure that funds are payer of last resort by ensuring that service providers bill all other third party payers, including Medi-Cal, before invoicing MAI.

18. Ensure that funds are not utilized to make payments for any item or service to the extent that payment has been made, or can reasonably be expected to be made, with respect to that item or service:

    a. Under any State compensation program, under an insurance policy, or under any Federal or State health benefits program; or

    b. By an entity that provides health services on a prepaid basis.

19. Ensure that funds are not used to:

    a. Purchase or improve any building or other facility, with the exception of minor repairs or remodeling approved in writing by the State;

    b. Pay for automobile parts, repairs, or maintenance, pet care or supplies, funeral expenses, etc. (see www.hab.hrsa.gov); or

    c. Make cash payment to intended recipients of services.

20. Ensure that all approved subcontractor invoices are paid by the Contractor within 45 days of receipt.

21. Ensure that funds are not carried over into subsequent contract years.

Exhibit A-2
Minority AIDS Initiative
Scope of Work

22. Ensure compliance with OA's *MAI Program and Budget Guidelines for FY 2010/2011,* CDPH/OA Policy Letters, Management Memoranda, ARIES Policy Notices, and other program guidelines issued by CDPH/OA.

23. Ensure compliance with the following requirements regarding imposition of charges for services, for those providers who charge for services:

    a. In the case of individuals with an income less than or equal to one hundred percent (100%) of FPG (see www.aspe.hhs.gov/poverty), the provider will not impose charges on any such individual for the provision of services under the contract;

    b. In the case of individuals with an income greater than one hundred percent (100%) of the FPG, the provider:

        i. Will impose charges on each such individual for the provision of such services and
        ii. Will impose charges according to a schedule of charges that is made available to the public;

    c. In the case of individuals with an income between the FPG in Columns A and B (see table below), the provider will not, for any calendar year, impose charges exceeding the percentage in Column C of the client's annual gross income:

Column A: Client's income is greater than	Column B: Client's income does not exceed	Column C: Charges are not to exceed
100% of FPG	200% of FPG	5% of the client's annual gross income
200% of FPG	300% of FPG	7% of the client's annual gross income
300% of FPG	--	10% of the client's annual gross income

24. Participate in any state-mandated meetings, trainings, WebEx conferences, teleconferences, and/or other conferences to be determined.

Exhibit A-2
Minority AIDS Initiative
Scope of Work

25. Administer MAI funds appropriately, maintain records and invoices using standard accounting practices, coordinate federal and state data reporting, and arrange for fiscal audits.

26. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, the Contractor shall clearly state the percentage of the total costs of the program or project which will be financed with Federal money, the dollar amount of Federal funds for the project or program, and percentage and a dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

27. Take steps to ensure that people with limited English proficiency can meaningfully access health and social services. For detailed information on the specific responsibilities of Contractors regarding linguistic competence, see the OCR website at: http://www.hhs.gov/ocr/lep/revisedlep.html.

B. Monitoring Activities

The Contractor shall:

1. Conduct site visits and document/monitor the activities of subcontracted agencies to ensure contractual compliance not less than once every year. For all deficiencies cited in the contractor's monitoring report, develop a corrective plan, submit it to the State for approval, and implement the plan.

2. Provide any necessary assistance to the State in carrying out State monitoring activities and inspection rights for both contractors and subcontracted agencies, as provided in this agreement.

3. Make available to authorized State and/or federal representatives all records, materials, data information, and appropriate staff required for monitoring or inspection activities.

4. For all deficiencies cited in the State's monitoring report, develop a corrective plan, submit it to the State for approval, and implement the plan. Provide the corrective plan to the State within 30 days of receipt of the monitoring report.

C. Reporting Requirements

Each MAI contractor is required to submit an MAI Quarterly Narrative Status Report and an MAI Financial Report to CDPH/OA. The quarterly reports are due annually to OA as follows:

Exhibit A-2
Minority AIDS Initiative
Scope of Work

REPORTING PERIODS	DUE DATES
July 1 – September 30	November 15
October 1 – December 31	February 15
January 1 – March 31	May 15
April 1 – June 30	August 15

1. The quarterly MAI Narrative Status Report is an opportunity for the Contractor to provide program accomplishments, successful outreach and/or treatment education strategies, challenges and lessons learned, problems or issues, and requests for training and technical assistance, in addition to reporting numbers of clients served and the types of services provided. Contractors may access the Quarterly MAI Narrative Report format on the OA website: http://www.cdph.ca.gov/programs/aids/Pages/OAMAI.aspx

2. The quarterly MAI Financial Report tracks contractor and subcontractor expenditures (i.e., service providers) to date and includes total number of unduplicated clients served by each service provider. Contractors may access the quarterly MAI Financial Report format on the OA website: http://www.cdph.ca.gov/programs/aids/Pages/OAMAI.aspx

Each MAI contractor, on an annual or as needed basis, must comply with the State's timeline to submit to the State a list identifying the names and budget overview of all service providers and subcontracted agencies and total funds for service provision that are available to each. OA MAI will provide the required forms to complete the budget overview and all service provision information. These forms are located on the OA website.

D. Data Collection

1. Until MAI reporting is incorporated into the State's ARIES data reporting system, Contractors receiving MAI funds for outreach and treatment education services must track and report activities manually. Both forms, *MAI Demographic Reporting Form* and *MAI Client Contact Reporting Form*, are to be submitted to OA on a monthly basis either via fax or email. These forms may be accessed via OA's website: http://www.cdph.ca.gov/programs/aids/Pages/OAMAI.aspx

2. Ensure compliance with all CDPH/OA Policy Letters, Management Memoranda, ARIES Policy Notices, and other policies and procedures issued by CDPH/OA.

Exhibit A-2
Minority AIDS Initiative
Scope of Work

E. Data Encryption

The Contractor shall adhere to the Information Privacy and Security Requirements (Exhibit J). In addition to the procedures set forth in the Information Privacy and Security exhibit, Contractors must ensure that all mobile devices are equipped with encryption software, even if the Contractor or their subcontracted agencies do not store confidential information on the mobile devices.

Exhibit B-1
BUDGET
Year 1
(July 1, 2010 through June 30, 2011)

	HIV Care Budget	MAI Budget	Total MOU Budget
A. PERSONNEL	$736,874	$0	$736,874
B. OPERATING EXPENSES	$64,411	$0	$64,411
C. CAPITAL EXPENDITURES	$0	$0	$0
D. OTHER COSTS	$8,201,210	$96,000	$8,297,210
E. INDIRECT COSTS	$109,961	$0	$109,961
TOTALS	**$9,112,456**	**$96,000**	**$9,208,456**

Exhibit B-2
BUDGET
Year 2
(July 1, 2011 through June 30, 2012)

	HIV CARE Budget	MAI Budget	Total MOU Budget
A. PERSONNEL	$736,874	$0	$736,874
B. OPERATING EXPENSES	$64,411	$0	$64,411
C. CAPITAL EXPENDITURES	$0	$0	$0
D. OTHER COSTS	$8,201,210	$96,000	$8,297,210
E. INDIRECT COSTS	$109,961	$0	$109,961
TOTALS	**$9,112,456**	**$96,000**	**$9,208,456**

Exhibit B-3
BUDGET
Year 3
(July 1, 2012 through June 30, 2013)

	HIV CARE Budget	MAI Budget	Total MOU Budget
A. PERSONNEL	$736,874	$0	$736,874
B. OPERATING EXPENSES	$64,411	$0	$64,411
C. CAPITAL EXPENDITURES	$0	$0	$0
D. OTHER COSTS	$8,201,210	$96,000	$8,297,210
E. INDIRECT COSTS	$109,961	$0	$109,961
TOTALS	**$9,112,456**	**$96,000**	**$9,208,456**

As per State contract requirements, please print Invoice on letterhead

County of Los Angeles
10-95267

Exhibit C-1
Invoice Form

HIV CARE PROGRAM INVOICE

OA Date Stamp

Contractor Name

Mailing Address ***This address must match payment remittance address***

(city, state and zip code)

Contract Number

Period of Service (month / year)

		Amounts
A.	PERSONNEL	$
B.	OPERATING EXPENSE	$
C.	CAPITAL EXPENDITURES	$
D.	OTHER COSTS	$
E.	INDIRECT COSTS	$
TOTAL INVOICE		**$ -**

I hereby certify that the amount claimed is accurate and a true representation of the amount owed.

Authorized Signature

Date

Print name of authorized signature

Title

California Dept. of Public Health
Office of AIDS
MS 7700, P. O. Box 997426
Sacramento, CA 95899-7426

(previous formats are obsolete)

HIV Care Program (HCP)
Expenditure Detail

Exhibit C-2
HCP Expenditure Detail

County of Los Angeles
10-95267

FY 20XX- XX

Section 1 Contractor Information	
Contractor:	**Contract No.**
Address:	
City:	**Counties:**
Contact Person:	**Service Period:**

Section 2 Client Service Costs				
Column 1	**Column 2**	**Column 3**	**Column 4**	**Column 5**
Services Provided by HRSA Category	**Total Allocated**	**Expenditures Current Month/Quarter**	**Expenditures to Date**	**Balance**
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
			$ -	$ -
Subtotal Client Service Costs	**$ -**	**$ -**	**$ -**	$ -

Section 3 Contractor - Needs Assesment Costs				
Column 1	**Column 2**	**Column 3**	**Column 4**	**Column 5**
Subtotal Needs Assesment Costs	**$ -**	**$ -**	**$ -**	**$ -**

Section 4 Contractor - Administration Costs				
Column 1	**Column 2**	**Column 3**	**Column 4**	**Column 5**
Personnel			$ -	$ -
Operating Expenses			$ -	$ -
Capital Expenses			$ -	$ -
Indirect Costs			$ -	$ -
Subtotal Contractor Administration Costs	**$ -**	**$ -**	**$ -**	**$ -**

Section 5 Contractor - Client Service Administration Costs				
Column 1	**Column 2**	**Column 3**	**Column 4**	**Column 5**
Personnel			$ -	$ -
Operating Expenses			$ -	$ -
Capital Expenses			$ -	$ -
Indirect Costs			$ -	$ -
Subtotal Contractor Client Service Administration Costs	**$ -**	**$ -**	**$ -**	**$ -**

Section 6 Subcontractor - Client Service Administration Costs				
Column 1	**Column 2**	**Column 3**	**Column 4**	**Column 5**
Personnel			$ -	$ -
Operating Expenses			$ -	$ -
Capital Expenses			$ -	$ -
Indirect Costs			$ -	$ -
Subtotal Subcontractor Client Service Administration Costs	**$ -**	**$ -**	**$ -**	**$ -**

Section 7 Totals				
Column 1	**Column 2**	**Column 3**	**Column 4**	**Column 5**
TOTAL	**$ -**	**$ -**	**$ -**	**$ -**

As per State contract requirements, please print Invoice on letterhead

County of Los Angeles
10-95267

Exhibit D-1
Invoice Form

MINORITY AIDS INITIATIVE INVOICE

OA Date Stamp

Contractor Name

Mailing Address ***This address must match payment remittance address***

(city, state and zip code)

Contract Number

Period of Service (month / year)

		Amounts
A.	PERSONNEL	$
B.	OPERATING EXPENSE	$
C.	CAPITAL EXPENDITURES	$
D.	OTHER COSTS	$
E.	INDIRECT COSTS	$
TOTAL INVOICE		**$ -**

I hereby certify that the amount claimed is accurate and a true representation of the amount owed.

Authorized Signature

Date

Print name of authorized signature

Title

California Dept. of Public Health
Office of AIDS
MS 7700, P. O. Box 997426
Sacramento, CA 95899-7426

(previous formats are obsolete)

Minority AIDS Initiative Program (MAI)
Expenditure Detail

Exhibit D-2
MAI Expenditure Detail

County of Los Angelesn
10-95267

FY 20XX-XX

Section 1 Contractor Information	
Contractor:	**Contract No.**
Address:	
City:	**Counties:**
Contact Person:	**Service Period:**

Section 2 Client Service Costs				
Column 1	**Column 2**	**Column 3**	**Column 4**	**Column 5**
Services Provided by HRSA Category	**Total Allocated**	**Expenditures Current Month/Quarter**	**Expenditures to Date**	**Balance**
Outreach			$ -	$ -
Treatment Education			$ -	$ -
Subtotal Client Service Costs	**$ -**	**$ -**	**$ -**	$ -

Section 3 Contractor - Administration Costs				
Column 1	**Column 2**	**Column 3**	**Column 4**	**Column 5**
Personnel			$ -	$ -
Operating Expenses			$ -	$ -
Capital Expenses			$ -	$ -
Indirect Costs			$ -	$ -
Subtotal Contractor Administration Costs	**$ -**	**$ -**	**$ -**	**$ -**

Section 4 Contractor - Client Service Administration Costs				
Column 1	**Column 2**	**Column 3**	**Column 4**	**Column 5**
Personnel			$ -	$ -
Operating Expenses			$ -	$ -
Capital Expenses			$ -	$ -
Indirect Costs			$ -	$ -
Subtotal Contractor Client Service Administration Costs	**$ -**	**$ -**	**$ -**	**$ -**

Section 5 Subcontractor - Client Service Administration Costs				
Column 1	**Column 2**	**Column 3**	**Column 4**	**Column 5**
Personnel			$ -	$ -
Operating Expenses			$ -	$ -
Capital Expenses			$ -	$ -
Indirect Costs			$ -	$ -
Subtotal Subcontractor Client Service Administration Costs	**$ -**	**$ -**	**$ -**	**$ -**

Section 6 Totals				
Column 1	**Column 2**	**Column 3**	**Column 4**	**Column 5**
TOTAL	**$ -**	**$ -**	**$ -**	**$ -**

Memorandum of Understanding (MOU)
HIV Prevention Program

1. MOU TERM

The term of this MOU shall be from July 1, 2010 through June 30, 2013.

2. MAXIMUM AMOUNT PAYABLE

The maximum amount payable by the STATE to the CONTRACTOR under this MOU shall not exceed the following:

A. $1,642,962 for the budget period of July 1, 2010 to June 30, 2011.
B. $1,432,547 for the budget period of July 1, 2011 to June 30, 2012.
C. $1,432,547 for the budget period of July 1, 2012 to June 30, 2013.
D. $4,508,056 for the entire MOU term.

3. MOU EXHIBITS

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

A. Exhibit A, entitled "Scope of Work," consisting of six pages.
B. Exhibit B-1, entitled "Budget," Year 1 consisting of one page.
C. Exhibit B-2, entitled "Budget," Year 2 consisting of one page.
D. Exhibit B-3, entitled "Budget," Year 3 consisting of one page.
E. Exhibit C, entitled “Invoice Form,” consisting of one page.

4. PROJECT REPRESENTATIVES

The project representatives during the term of this MOU will be:

Department of Public Health	**County of Los Angeles**
Mary Geary Prevention Operations Advisor Prevention Operations Section Office of AIDS MS 7700 P.O. Box 997426 Sacramento, CA 95899-7426 Telephone: (916) 449-5804 Fax: (916) 449-5800 E-Mail: Mary.Geary@cdph.ca.gov	Sophia Rumanes Prevention Services Division Chief 600 S. Commonwealth Avenue, 10th Floor Los Angeles, CA 90005 Telephone: (213) 351-8085 Fax: (213) 382-7605 E-Mail: srumanes@ph.lacounty.gov

Exhibit A
Scope of Work
July 1, 2010 – June 30, 2013

1. Service Overview

The Contractor agrees to administer the HIV Prevention Program (HPP) and to ensure the provision of HIV prevention services as described in this SOW. The Contractor may provide direct client services exclusively or subcontract all or part of the client services. The Contractor ensures that, if all or part of the client services are subcontracted to other service providers, all services provided by the subcontractor will be in accordance with the HPP.

The Contractor will plan, develop, and ensure the delivery of prevention services to clients. Services should be designed to meet the identified needs of individuals at high risk for HIV in the service area.

2. Services to be Performed

The Local Health Jurisdiction (LHJ) will identify one HPP Coordinator who will attend CDPH/OA required meetings when convened.

Allowable interventions include:

Section 1: HIV Testing (with/without counseling) Services
Section 2: Hepatitis C (HCV) Testing
Section 3: Prevention with Positives (PwP) in Care and non-Care settings
Section 4: Centers for Disease Control and Prevention (CDC)-Diffusion of Effective Behavioral Interventions (DEBI) Project and non-DEBI Interventions
Section 5: Syringe Exchange Programs (SEPs), where locally authorized
Section 6: Services for African Americans
Section 7: Partner Services (PS)

Exhibit A
Scope of Work
July 1, 2010 – June 30, 2013

SECTION 1: HIV Testing (with/without counseling) Services

The Contractor shall administer HIV testing by providing anonymous and/or confidential (with or without counseling) HIV testing services to Californians with perceived risk for HIV. Both anonymous and confidential HIV testing services may (or may not) provide client-focused prevention counseling and assessment of client needs regarding HIV transmission, personal risk behaviors, risk-reduction planning, and referral to other services.

At a minimum, individuals seeking testing services shall be informed about the validity and accuracy of the antibody test before consent to test is performed. Furthermore, all individuals who are tested at CDPH/OA-funded sites shall be given the results of this test in person. Risk information collected during the client assessment and the counseling session (if applicable) will be used as a basis for data collection and program development.

As in the past, CDPH/OA encourages LHJs to continue providing testing services to populations at highest risk for HIV infection. LHJs should continue to prioritize testing in clinics/venues where high-risk clients access services. If the program is offering counseling, high-risk clients should be offered a 20 minute counseling session. High-risk negatives should receive appropriate referrals to other prevention services, multi-session groups and other appropriate social and support services.

When a client has an HIV-positive test result then the client should be given as much time as needed for the results disclosure session and a Counselor Information Form (CIF) would need to be completed for this encounter.

A. Client Services to be performed

1. Contractor shall provide testing services to clients in accordance with this agreement and as defined in the HIV Testing Guidelines and OraQuick Rapid HIV Testing Guidelines.

2. Client records relating to any program activity or services executed under this agreement containing personally identifying information which was developed or acquired by the Contractor shall be confidential and shall not be disclosed, except as otherwise provided by law for public health purposes or pursuant to a written authorization by the person who is the subject of the record or by his or her guardian conservator.

3. Agencies must comply with all applicable Federal and State laws.

4. Contractor shall obtain informed consent from clients served under this contract to verify consent given by the client. Informed consent is required by statute.

5. Contractor shall provide HIV test result disclosure in person.

6. Contractor shall subcontract with qualified agencies for services provided under this contract to the client as part of this agreement.

Exhibit A
Scope of Work
July 1, 2010 – June 30, 2013

7. Testing sites shall provide laboratory testing services from a CDPH/OA approved laboratory or via Clinical Laboratory Improvement Amendments (CLIA)-waived rapid testing in accordance with all laws, regulations and guidelines. The testing process shall consist of a Food and Drug Administration (FDA) approved screening procedure (e.g., enzyme-linked immunosorbent assay [ELISA], OraQuick Advance). Initially reactive and indeterminate ELISA results shall be repeated according to established testing protocols. Repeatedly reactive ELISA, preliminary positive OraQuick or indeterminate results are to be confirmed by an FDA approved HIV antibody supplemental test (e.g., Immunofluorescent Assay or Western Blot.)

8. LHJs that have operational blood and plasma facilities, such as blood banks, shall ensure continued reasonable access to anonymous HIV testing through Alternative Test Sites (ATS). HIV testing services shall be free of charge at an ATS. Voluntary, non-coercive anonymous donations may be accepted. Other than at an ATS, testing may be conducted on an anonymous or confidential basis and co-payments of up to $15.00 and/or donations may be accepted. Funds collected must remain in the HIV testing program.

9. The contractor shall ensure that all HIV counseling interventions are provided by staff who have successfully completed the OA HIV counselor training according to current OA HIV Counselor Training Program Guidelines.

10. HIV Counseling & Testing information such as Client Assessment Questionnaires, CIFs, invoices, etc. must be retained by the Contractor for three years in addition to the current year.

B. Program Description and Other Requirements

The Contractor shall provide required program descriptions in a manner specified by CDPH/OA. The contractor will develop a comprehensive, written protocol for the provision of the following testing services. Where multiple testing sites exist within one jurisdiction, the written protocol must address operational differences that may occur from site to site (e.g., HIV clinic, sexually transmitted disease clinic, and off-site testing clinics, etc.).

1. If the contractor is providing rapid HIV testing services, a written Quality Assurance Plan and site-specific testing protocols will be developed and maintained.

2. The contractor must maintain a referral list with contact information. The referral list must be updated annually.

The contractor shall set up and maintain CDPH/OA's Local Evaluation Online (LEO) process monitoring system for all testing activities.

1. Activities will be documented by:

   a. Completing the appropriate CDPH/OA LEO data forms;
   b. Entering initial client data into the LEO system within 30 days of each client encounter; and
   c. Completing and closing each client record within three months of the initial client encounter.

Exhibit A
Scope of Work
July 1, 2010 – June 30, 2013

SECTION 2: HCV Testing

The Contractor can integrate HIV and HCV testing services to increase the number of injection drug users (IDUs) and men who have sex with men (MSMs) who receive HIV testing services and learn their HIV status by offering HCV screening in coordination with HIV testing. CDPH/OA will allow IDU and MSM clients to test only for HCV if they choose not to take an HIV test.

SECTION 3: PwP in Care and non-Care settings

CDC-DEBI and non-DEBI intervention services may be provided to clients in care and non-care settings. PwP encompasses interventions that assess risk for HIV transmission, support behavioral change, and assist HIV-infected clients in developing risk reduction plans. PwP can be implemented as an individual intervention or can focus on couples, group, or community-based approaches. Interventions delivered in clinic settings can be reinforced by incorporating complementary interventions in community or home settings. The emphasis in recent years on PwP in both care and non-care settings has resulted in the availability of tested, science-based interventions with demonstrated evidence of effectiveness in reducing HIV transmission risk.

SECTION 4: CDC-DEBI and non-DEBI Behavioral Interventions

A. Client Services to be performed

1. Contractor shall provide Health Education/Risk Reduction (HE/RR) services to clients in accordance with this agreement and as defined in the Education and Prevention 2007-2010 Program Guidance (with the exception of the training requirements for behavioral interventions, which are no longer required).

2. HE/RR activities may include:

   a. Targeted prevention activities for high-risk HIV-negative and HIV-positive persons (TPA);
   b. Individual level interventions (ILI);
   c. Group level interventions (GLI);
   d. Comprehensive Risk Counseling and Services (CRCS) for individuals with multiple health needs;
   e. Health Communication/Public Information (HC/PI) programs for at-risk behavioral risk groups (BRGs). Note: HC/PI activities must be pre-approved by OA.

3. All selected activities will be targeted to LHJ prioritized BRGs most likely to become infected with or transmit HIV disease. Recent epidemiological data, needs assessments, gap analyses, community input and/or other relevant information will be used in selecting BRGs.

B. Program Description and Other Requirements

1. CDPH/OA's LEO process monitoring system will be set up for all selected activities, including entering BRGs, anticipated numbers to be reached, and estimated dollar amounts dedicated to each BRG within each activity.

2. Activities will be documented by:

Exhibit A
Scope of Work
July 1, 2010 – June 30, 2013

a. Completing the appropriate CDPH/OA LEO data forms; and
b. Entering data into the LEO system within 30 days of each client encounter. Optimally, enter data into the LEO system within one week of each client encounter.

SECTION 5: SEPs where authorized

Syringe Exchange services constitute an additional allowable service category as of Fiscal Year 2010 due to recent change in federal law. In December 2009, President Obama signed legislation which lifted the federal ban on the use of federal funds to support syringe exchange. California LHJs may now use allocated HIV Prevention funding to support syringe exchange and satellite syringe exchange activities where authorized by either the county or city government. SEPs which operate under city authorization alone may be funded to operate within city limits with CDPH/OA HIV Prevention Funds.

Data collection should not be a barrier to LHJs funding locally authorized programs. OA has several options available to help both LHJs and SEPs track their services in a way which provides valuable feedback for programs. Contact Alessandra Ross, Injection Drug Use Specialist, at Alessandra.Ross@cdph.ca.gov for more information.

SECTION 6: Services for African Americans

LHJs receiving OA prevention funding will be **required to certify in the first progress report** (without providing documentation) that they spend prevention allocation dollars on prevention interventions focused on African Americans in proportion greater or equal to two times the proportion of living African American male HIV/AIDS cases in their jurisdiction. LHJs may request a waiver from OA. The waiver request should be no more than two pages and must include a narrative that addresses the means by which the LHJ plans to programmatically fulfill the intent of this requirement, including the data used to support this funding decision. Waiver requests must be submitted to Sandy Simms, Chief, Program Operations Section, at Sandy.Simms@cdph.ca.gov.

SECTION 7: Partner Services

1. CDPH/OA places a high value on increasing access to PS for individuals diagnosed with HIV infection, and their sexual and needle-sharing partners. LHJs receiving a PS allocation must use those funds specifically for PS. Testing staff will refer clients diagnosed with HIV infection to Disease Intervention Specialists (DIS)/PS staff. Some testing and other prevention services staff may also be cross-trained in PS activities, in which case PS activities may be done on-site by these trained staff members.

2. Data Collection/Data Entry: A referral to PS is to be documented on both the CIF and the HE/RR forms and the data entered into LEO. In the circumstance where testing staff have training and expertise to provide PS offer and elicitation, then the PS activities (including the type of disclosure [i.e., self-disclosure, dual disclosure, or anonymous third-party disclosure] and number of sex and needle-sharing partners to be notified will be documented on the CIF/HE/RR form. The CIF and HE/RR form data will be entered into LEO. Partner information elicited for dual and third-party notification will be documented on a Partner Information Form (PIF) and the data entered into LEO. PIFs must be entered within one business day of the original client encounter.

Exhibit A
Scope of Work
July 1, 2010 – June 30, 2013

Reporting Requirements

A. Progress Reports

Progress Reports will be required on a semi-annual basis to be submitted to the LHJ assigned Prevention Operations Advisor via email. The first progress report will cover the first six months of the contract year from July 1 to December 31. This report will be due on February 15. The second and the comprehensive year-end report will cover the period of January 1 through June 30. The second and comprehensive year-end report will be due August 15.

The second and comprehensive year-end report should address items in the second six months of the contract year as well as a comprehensive year-end report. The comprehensive year-end report should include activities for the project year covering July 1 through June 30.

The progress report should address, but is not limited to the following categories:

1. Administrative Issues

    a. Challenges and Barriers
    b. Strategies to Overcome Challenges and Barriers
    c. Successes

2. Programmatic Issues

    a. Challenges and Barriers
    b. Strategies to Overcome Challenges and Barriers
    c. Successes

3. Major Programmatic Changes and Developments

4. Technical Assistance Needs/Capacity Building Needs

5. Evaluation Efforts

Exhibit B-1

BUDGET - Year 1

July 1, 2010 to June 30, 2011

A. PERSONNEL	$145,325
B. OPERATING EXPENSES	$13,214
C. CAPITAL EXPENDITURES	$0
D. OTHER COSTS	$1,478,666
E. INDIRECT COSTS	$5,757
TOTALS	**$1,642,962**

Exhibit B-2

BUDGET - Year 2

July 1, 2011 to June 30, 2012

A. PERSONNEL	$126,713
B. OPERATING EXPENSES	$11,522
C. CAPITAL EXPENDITURES	$0
D. OTHER COSTS	$1,289,292
E. INDIRECT COSTS	$5,020
TOTALS	**$1,432,547**

Exhibit B-3

BUDGET - Year 3

July 1, 2012 to June 30, 2013

A. PERSONNEL	$126,713
B. OPERATING EXPENSES	$11,522
C. CAPITAL EXPENDITURES	$0
D. OTHER COSTS	$1,289,292
E. INDIRECT COSTS	$5,020
TOTALS	**$1,432,547**

As per State contract requirements, please print Invoice on letterhead

Exhibit C
Invoice Form

HIV PREVENTION PROGRAM INVOICE

OA Date Stamp

Contractor Name

Mailing Address ***This address must match payment remittance address***

(city, state and zip code)

Contract Number

Period of Service (month / year)

Expense Category		Amounts
A. Personnel		$ -
Prevention	$ -	
Partner Services	$ -	
B. Operating Expenses		$ -
Prevention	$ -	
Partner Services	$ -	
C. Capital Expenses		$ -
Prevention	$ -	
Partner Services	$ -	
D. Subcontracts		$ -
Prevention	$ -	
Partner Services	$ -	
E. Indirect Costs (up to 15%)		$ -
Prevention	$ -	
Partner Services	$ -	
TOTAL INVOICE		$ -
Prevention	$ -	
Partner Services	$ -	

I hereby certify that the amount claimed is accurate and a true representation of the amount owed.

Authorized Signature

Date

Print name of authorized signature

Title

California Dept. of Public Health
Office of AIDS
MS 7700, P. O. Box 997426
Sacramento, CA 95899-7426

(previous formats are obsolete)

CCC-307

CERTIFICATION

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

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

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

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

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

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

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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

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

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

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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

State of California—Health and Human Services Agency
California Department of Public Health

MARK B HORTON, MD, MSPH
Director

ARNOLD SCHWARZENEGGER
Governor

July 12, 2010

To: AIDS Directors

Subject: One-time Additional Prevention Funding and New HIV Rapid Test Kit Allocation System for FY 2010-2011.

AIDS Directors,

CDPH will be allocating some one-time additional Prevention funding, described below. We are also describing a new HIV rapid test kit allocation system. We had intended to have this information to all of you earlier and I do understand that this late information is problematic for your planning process; I apologize for any inconvenience this might cause. It is our intent to get you this type of information in a timelier manner in the future.

Additional One-time Prevention Funding:

CDPH/OA will be allocating a total of approximately $1.2 million to the 17 funded LHJs using the prevention allocation method and formula used to allocate your annual prevention funding (see Table 1). This additional funding was realized over the course of the 2008 and 2009 Federal funding years due to unused funds from furlough related savings, travel, rent, state operations savings, and state staffing vacancies.

Rapid Test Kits:

As we stated in the last two monthly Prevention calls, CDPH/OA is refining the way in which it allocates rapid test kits. This allocation method and formula is similar to the method and formula that we have used to allocate your funding for prevention and testing activities. The method accounts for test kits used for training (see Table 2). As you know, a total of $750,000 is allocated for this activity. LHJs will be able to use up to their allocated amount; LHJs that determine that they will not use their entire allocation should notify Amy Kile-Puente, (amy.kile-puente@cdph.ca.gov) as soon as possible so that any funds identified as not needed can be reallocated by formula to other LHJs.

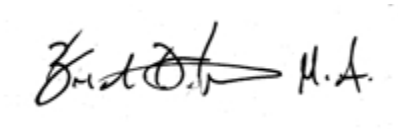
Note that the average cost per test kit is $11.66 (tax included). Average cost for Controls are $27.10 (tax included). OA staff will monitor expenditures and will provide balance information with each shipment.

You will note that we have split the 2010-2011 fiscal year (FY) into two columns on the spreadsheet; one for the July – December 2010 time period and one for the January – June 2011 time period. Although they are based on the same amount, because these federal funds run on a calendar year we have split the amounts up and so only up to half of the total FY amount will be available in a given 6 month period.

Conclusion:

In regard to HIV rapid test kits, we appreciate that adhering now to the $750,000 limit will result in significantly reduced resources for some counties. Fortunately, the one-time carry forward allocation can be used by LHJs to purchase your own test kits (or for other prevention activities you choose) through 12/31/10 to ease the transition and facilitate planning for the remainder of this fiscal year and the years to come. If you have any concerns or questions regarding these matters, please contact me at brian.lew@cdph.ca.gov or (916) 449-5812.

Best,



Brian D. Lew, MA, Chief
HIV Prevention Branch
Office of AIDS
Center for Infectious Diseases
California Department of Pubic Health

TABLE 1			
		17 LHJs, 50% for LA & SF	
Local Health Jurisdiction		July 1 - Dec 31, 2010 Allocation	% of total
Alameda		$101,462	8.5%
Contra Costa		$34,935	2.9%
Fresno		$35,149	2.9%
Kern		$34,293	2.9%
Long Beach		$64,635	5.4%
* Los Angeles		$210,415	17.5%
Orange		$101,671	8.5%
Riverside		$84,339	7.0%
Sacramento		$57,282	4.8%
San Bernardino		$74,452	6.2%
San Diego		$185,619	15.5%
* San Francisco		$74,456	6.2%
San Joaquin		$24,501	2.0%
San Mateo		$23,577	2.0%
Santa Clara		$58,101	4.8%
Solano		$20,107	1.7%
Sonoma		$15,004	1.3%
Total		$1,200,000	100.0%

TABLE 2							
		17 LHJs, 50% for LA & SF		17 LHJs, 50% for LA & SF		17 LHJs, 50% for LA & SF	
Local Health Jurisdiction		July 1 - Dec 31, 2010 Allocation	% of total	January 1 - June 30, 2011 Allocation	% of total	Total Allocation for FY 2010-2011	% of total
Alameda		$31,601	8.5%	$31,601	8.5%	$63,202	8.5%
Contra Costa		$10,881	2.9%	$10,881	2.9%	$21,762	2.9%
Fresno		$10,947	2.9%	$10,947	2.9%	$21,895	2.9%
Kern		$10,681	2.9%	$10,681	2.9%	$21,362	2.9%
Long Beach		$20,131	5.4%	$20,131	5.4%	$40,262	5.4%
* Los Angeles		$65,536	17.5%	$65,536	17.5%	$131,071	17.5%
Orange		$31,666	8.5%	$31,666	8.5%	$63,333	8.5%
Riverside		$26,268	7.0%	$26,268	7.0%	$52,536	7.0%
Sacramento		$17,841	4.8%	$17,841	4.8%	$35,682	4.8%
San Bernardino		$23,189	6.2%	$23,189	6.2%	$46,378	6.2%
San Diego		$57,813	15.5%	$57,813	15.5%	$115,625	15.5%
* San Francisco		$23,190	6.2%	$23,190	6.2%	$46,380	6.2%
San Joaquin		$7,631	2.0%	$7,631	2.0%	$15,262	2.0%
San Mateo		$7,343	2.0%	$7,343	2.0%	$14,687	2.0%
Santa Clara		$18,096	4.8%	$18,096	4.8%	$36,192	4.8%
Solano		$6,263	1.7%	$6,263	1.7%	$12,525	1.7%
Sonoma		$4,673	1.3%	$4,673	1.3%	$9,347	1.3%
Total		$373,750	100.0%	$373,750	100.0%	$747,500	100.0%

Method:
1) Determined number ($) for training
2) Subtracted #1 above from $750,000
3) Divided total by 2 & reduced each 6 months by this amount to equal total allocation
4) Applied the same methods and formula as used for the prevention allocation

Contract No. H-208499-16

HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
EARLY INTERVENTION PROGRAM SERVICES AGREEMENT

Amendment Number 16

THIS AMENDMENT is made and entered into this _____ day of _____, 2010,

by and between	COUNTY OF LOS ANGELES (hereafter "County"),
and	CHARLES R. DREW UNIVERSITY OF MEDICINE AND SCIENCE (hereafter "Contractor").

WHEREAS, reference is made to that certain document entitled "HUMAN IMMUNODEFICIENCY VIRUS (HIV)/ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS) EARLY INTERVENTION PROGRAM SERVICES AGREEMENT", dated June 17, 1997, and further identified as Agreement No. H-208499, and any Amendments thereto (all hereafter "Agreement"); and

WHEREAS, it is the intent of the parties hereto to extend Agreement and provide other changes set forth herein; and

WHEREAS, said Agreement provides that changes may be made in the form of a written Amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties agree as follows:

1. This Amendment shall be effective upon date of Board approval through June 30, 2013.

2. The first paragraph of Paragraph 1, TERM, shall be amended to read as follows:

"1. TERM: The term of this Agreement shall commence on June 17, 1997 and continue in full force and effect through June 30, 2013, subject to the availability of federal, State, or County funding sources. In any event, County may terminate this Agreement in accordance with the TERMINATION Paragraphs of the ADDITIONAL PROVISIONS hereunder."

3. Paragraph 2, DESCRIPTION OF SERVICES, shall be added to read as follows:

"2. DESCRIPTION OF SERVICES: Contractor shall provide the additional services described in revised Exhibit P, attached hereto and incorporated herein by reference."

4. Paragraph 4, MAXIMUM OBLIGATION OF COUNTY, Subparagraphs N and O shall be amended and revised, and Subparagraph P shall be added to the Agreement to read as follows:

"N. During the period of July 1, 2010 through June 30, 2011, the maximum obligation of County for all services provided hereunder shall not exceed Two Hundred Ninety-Six Thousand Dollars ($296,000).

Such maximum obligation of Two Hundred Thousand Dollars ($200,000) is comprised entirely of Single Allocation Model (SAM) Care funds and Ninety-Six Thousand Dollars ($96,000) is comprised entirely of State Minority AIDS Initiative (MAI) funds. This sum Ninety-Six Thousand Dollars ($96,000) represents the

total allocation of County as shown in Schedule 39, attached hereto and incorporated herein by reference."

O. During the period of July 1, 2011 through June 30, 2012, the maximum obligation of County for all services provided hereunder shall not exceed Two Hundred Ninety-Six Thousand Dollars ($296,000).

Such maximum obligation of Two Hundred Thousand Dollars ($200,000) is comprised entirely of Single Allocation Model (SAM) Care funds and Ninety-Six Thousand Dollars ($96,000) is comprised entirely of State Minority AIDS Initiative (MAI) funds. This sum Ninety-Six Thousand Dollars ($96,000) represents the total allocation of County as shown in Schedule 40, attached hereto and incorporated herein by reference.

P. During the period of July 1, 2012 through June 30, 2013, the maximum obligation of County for all services provided hereunder shall not exceed Two Hundred Ninety-Six Thousand Dollars ($296,000).

Such maximum obligation of Two Hundred Thousand Dollars ($200,000) is comprised entirely of Single Allocation Model (SAM) Care funds and Ninety-Six Thousand Dollars ($96,000) is comprised entirely of State Minority AIDS Initiative (MAI) funds. This sum Two Hundred Ninety-Six Thousand Dollars ($296,000) represents the total allocation of County as shown in Schedules 41 and 42, attached hereto and incorporated herein by reference."

5. On the effective date of this Amendment, revised Exhibit P, SCOPE OF WORK FOR HIV/AIDS EARLY INTERVENTION PROGRAM SERVICES is attached to this Amendment and incorporated in Agreement by reference.

6. On the effective date of this Amendment, Schedules 39, 40, 41 and 42, BUDGET FOR HIV/AIDS EARLY INTERVENTION PROGRAM SERVICES is attached to this Amendment and incorporated in Agreement by reference.

7. Except for the changes set forth hereinabove, Agreement shall not be changed in any respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Public Health, and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Jonathan E. Fielding, M.D., M.P.H.
Director and Health Officer

CHARLES R. DREW UNIVERSITY OF MEDICINE AND SCIENCE
Contractor

By _____
Signature

_____
Printed Name

Title _____
AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
ANDREA SHERIDAN ORDIN
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Patricia Gibson, Acting Chief
Contracts and Grants Division

REVISED EXHIBIT P

CHARLES R. DREW UNIVERSITY OF MEDICINE AND SCIENCE

**HUMAN IMMUNODEFICIENCY VIRUS (HIV)/
ACQUIRED IMMUNE DEFICIENCY SYNDROME (AIDS)
EARLY INTERVENTION PROGRAM (EIP)**

1. Paragraph 3, COUNTY'S MAXIMUM OBLIGATION, shall be amended to read as follows:

"3. COUNTY'S MAXIMUM OBLIGATION: During the period of July 1, 2010 through June 30, 2011, the maximum obligation of County for all services provided hereunder shall not exceed Two Hundred Ninety-Six Thousand Dollars ($296,000).

During the period of July 1, 2011 through June 30, 2012, the maximum obligation of County for all services provided hereunder shall not exceed Two Hundred Ninety-Six Thousand Dollars ($296,000).

During the period of July 1, 2012 through June 30, 2013, the maximum obligation of County for all services provided hereunder shall not exceed Two Hundred Ninety-Six Thousand Dollars ($296,000).

2. Paragraph 4, COMPENSATION, shall be amended to read as follows:

"4. COMPENSATION: County agrees to compensate Contractor for performing services hereunder as set forth in Schedules 37, 38, 39, 40, 41 and 42. Contractor and/or its subcontractor shall be reimbursed for HIV/AIDS EIP services at no more than the State approved reimbursement rates as they

currently exist or as they are modified by the State. Payment for services provided hereunder shall be subject to the provisions set forth in the BILLING AND PAYMENT Paragraph of the Agreement. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets."

SCHEDULE 39

CHARLES R. DREW UNIVERSITY OF MEDICINE AND SCIENCE

HIV/AIDS EARLY INTERVENTION PROGRAM (EIP)

STATE MINORITY AIDS INITIATIVE (MAI) FUNDS

	Budget Period July 1, 2010 through June 30, 2011
Salaries	$64,000
Employee Benefits	$17,088
Travel	$ 0
Equipment	$ 0
Supplies	$ 6,185
Other	$ 0
Consultants/Subcontracts	$ 0
Indirect Cost*	$ 8,727
TOTAL PROGRAM BUDGET	$96,000

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

SCHEDULE 40

CHARLES R. DREW UNIVERSITY OF MEDICINE AND SCIENCE

HIV/AIDS EARLY INTERVENTION PROGRAM SERVICES

STATE MINORITY AIDS INITIATIVE (MAI) FUNDS

	Budget Period July 1, 2011 Through June 30, 2012
Salaries	$64,000
Employee Benefits	$17,088
Travel	$ 0
Equipment	$ 0
Supplies	$ 6,185
Other	$ 0
Consultants/Subcontracts	$ 0
Indirect Cost*	$ 8,727
TOTAL PROGRAM BUDGET	$96,000

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

SCHEDULE 41

CHARLES R. DREW UNIVERSITY OF MEDICINE AND SCIENCE

HIV/AIDS EARLY INTERVENTION PROGRAM SERVICES

SINGLE ALLOCATION MODEL (SAM) CARE FUNDS

	Budget Period July 1, 2012 Through June 30, 2013
Salaries	$132,623
Employee Benefits	$ 35,410
Travel	$ 1,020
Equipment	$ -0-
Supplies	$ 3,845
Other	$ 8,920
Consultants/Subcontracts	$ 0
Indirect Cost*	$ 18,182
TOTAL PROGRAM BUDGET	$200,000

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

SCHEDULE 42

CHARLES R. DREW UNIVERSITY OF MEDICINE AND SCIENCE

HIV/AIDS EARLY INTERVENTION PROGRAM SERVICES

STATE MINORITY AIDS INITIATIVE (MAI) FUNDS

	Budget Period July 1, 2012 Through June 30, 2013
Salaries	$64,000
Employee Benefits	$17,088
Travel	$ 0
Equipment	$ 0
Supplies	$ 6,185
Other	$ 0
Consultants/Subcontracts	$ 0
Indirect Cost*	$ 8,727
TOTAL PROGRAM BUDGET	$96,000

During the term of this Agreement, any variation to the above budget must have prior written approval of the Office of AIDS Programs and Policy's Director. Funds shall only be utilized for eligible program expenses. Invoices and cost reports must be submitted and will be reimbursed in accordance with approved line-item detailed budgets.

Attachment 1

SERVICE DELIVERY SITE QUESTIONNAIRE

CHARLES R. DREW UNIVERSITY OF MEDICINE AND SCIENCE

SERVICE DELIVERY SITES

TABLE 1

Site# 1 of 1

1 Agency Name: Charles R. Drew University of Medicine and Science

2 Executive Director: Jose Gonzalez, Program Director

3 Address of Service Delivery Site: 1748 E. 118th Street, Building M.

Los Angeles California 90059

4 In which Service Planning Area is the service delivery site?

_____	One: Antelope Valley	_____	Two: San Fernando Valley
_____	Three: San Gabriel Valley	_____	Four: Metro Los Angeles
_____	Five: West Los Angeles	X	Six: South Los Angeles
_____	Seven: East Los Angeles	_____	Eight: South Bay

5 In which Supervisorial District is the service delivery site?

_____	One: Supervisor Molina	X	Two: Supervisor Ridley-Thomas
_____	Three: Supervisor Yaroslavsky	_____	Four: Supervisor Knabe
_____	Five: Supervisor Antonovich		

6 Based on the number of resident days to be provided at this site, what percentage of your allocation is designated to this site? 100%

SERVICE DELIVERY SITE QUESTIONNAIRE

CHARLES R. DREW UNIVERSITY OF MEDICINE AND SCIENCE

CONTRACT GOALS AND OBJECTIVES

TABLE 2

Enter number of Services Contract Goals and Objective by Service Delivery Site(s).

Term: Date of Board approval through June 30, 2013 for the additional outreach services only

Contract Goals and Objectives	Unduplicated Clients	Transmission Risk Reduction Services	Mental Health/ Psychosocial Services	Health Education	Case Management	Outreach Services
Service Unit	No. of unduplicated clients to be served	No. of Assessments to be provided	No. of Assessments to be provided.	No. of Assessments to be provided	No. of Assessments to be provided	No. of Clients to be outreached
Site # 1	152	0	0	0	0	152
Total	152	0	0	0	0	152

Term: July 1, 2012 through June 30, 2013 for HIV EIP services

Contract Goals and Objectives	Unduplicated Clients	Transmission Risk Reduction Services	Mental Health/ Psychosocial Services	Health Education	Case Management	Outreach Services
Service Unit	No. of unduplicated clients to be served	No. of Assessments to be provided	No. of Assessments to be provided.	No. of Assessments to be provided	No. of Assessments to be provided	No. of Clients to be outreached
Site # 1	125	125	125	125	125	75
Total	125	125	125	125	125	75

Please note:
All goals executed in Amendment 15 remain active for July 1, 2010 through June 30, 2012.