

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

DEPT: Health Services Agency

BOARD AGENDA # \*B-5

Urgent

Routine

AGENDA DATE November 22, 2005

CEO Concurs with Recommendation YES  NO

4/5 Vote Required YES  NO

(Information Attached)

SUBJECT:

Approval for Health Services Agency to Enter Into a Memorandum of Understanding with San Joaquin County to Provide a Regional Immunization Registry with the Department of Health Services for Fiscal Year 2005-2006

STAFF RECOMMENDATIONS:

1. Approve the Health Services Agency to enter into a Memorandum of Understanding with San Joaquin County to Provide a Regional Immunization Registry with the Department of Health Services for Fiscal Year 2005-2006.
2. Authorize the Health Services Agency Managing Director, or her designee to sign the Memorandum of Understanding.

FISCAL IMPACT:

The term of this Memorandum of Understanding is July 1, 2005 through June 30, 2006. The maximum obligation for the Stanislaus County Health Services Agency for Fiscal Year 2005-2006 shall not exceed \$130,000. This amount will be reimbursed by the State of California, through San Joaquin County. Expenditures and revenues of \$130,000 have been included in the Final Budget of the Health Services Agency, Public Health legal budget unit for Fiscal Year 2005-2006.

BOARD ACTION AS FOLLOWS:

No. 2005-972

On motion of Supervisor Mayfield, Seconded by Supervisor O'Brien

and approved by the following vote,

Ayes: Supervisors: O'Brien, Mayfield, DeMartini, and Chairman Grover

Noes: Supervisors: None

Excused or Absent: Supervisors: Simon

Abstaining: Supervisor: None

1)  Approved as recommended

2)  Denied

3)  Approved as amended

4)  Other:

MOTION:

ATTEST:

Christine Ferraro  
CHRISTINE FERRARO TALLMAN, Clerk

File No.

## Approval for Health Services Agency to Enter Into a Memorandum of Understanding with San Joaquin County to Provide a Regional Immunization Registry with the Department of Health Services for Fiscal Year 2005-2006

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### **DISCUSSION:**

A Healthy People 2010 national goal is to have 95% of children five years and under included in population immunization registries. The California Department of Health Services (DHS) is supporting local registry development to help reach this goal. California now has operational or developing registries in all counties.

However, as registry cost information is being published by the Centers for Disease Control and Prevention (CDC) and All Kids Count (AKC), it is becoming apparent that costs were seriously underestimated, especially with the decline in CDC "317" grant dollars for immunization programs. Federal and State funds will not sustain registries without considerable local and private financial and in-kind support and cost-effective methods of operation.

Existing DHS Statewide Immunization Information System (SIIS) funding is insufficient to fund the entire cost of registry development and deployment throughout the State. The California DHS has adopted several strategies for fiscal year 2005-2006 to more effectively target State SIIS funds. Those strategies pertinent to Stanislaus County include:

- Use of registry software approved by the DHS and Statewide committees, supplemented by technical consultants will displace new software development and deployment. In general, we will use standards-based and evaluated best practices in registry deployment.
- Four (4) county-developed software products (San Diego, San Bernardino, San Joaquin and Contra Costa) are being used for continued development and deployment in their source counties and surrounding regions, where feasible.
- Strong promotions of regional deployment both to better coincide with health service delivery crossing county lines and to achieve cost savings by consolidating registry operations.

All jurisdictions have to join with other local health departments (LHDs) in their area to apply for funds to support a regional registry project.

Close to \$3 million was made available to support the planning and initial development of regional automated immunization tracking and reminder systems (regional registries) for Fiscal Year 2005-2006. This amount is to be divided among awardees, based upon proposed activities, budgets, population size and

Approval for Health Services Agency to Enter Into a Memorandum of Understanding with San Joaquin County to Provide a Regional Immunization Registry with the Department of Health Services for Fiscal Year 2005-2006

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the overall SIIS funding strategy (\$130,000 is Stanislaus County's share). The regional registries will ultimately be linked into a Statewide network and will be referred to as SIIS.

The State DHS, Immunization Assistance Branch, has approved the Regional Automated Immunization Information System Plan for Fiscal Year 2005-2006. San Joaquin County and the State DHS intend to contract for provision of services under the approved plan. Stanislaus County Health Services Agency, as contractor, desires to cooperate with San Joaquin County and provide services pursuant to State and County requirements. The cost of maintaining Stanislaus County's registry, \$130,000, will be fully reimbursed by the State of California, through San Joaquin County.

**POLICY ISSUES:**

Board approval of this MOU will support the Board's priorities of effective partnerships and efficient delivery of public services. It will allow the Health Services Agency to receive reimbursement for costs incurred in providing immunization registry services within Stanislaus County and participating in the regionalization of these services.

**STAFFING IMPACT:**

There is no staffing impact associated with this request.

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**IMMUNIZATION REGISTRY**

**CONTRACT**

**A-05**

**DATE:**

**COUNTY:** COUNTY OF SAN JOAQUIN  
Courthouse - Room 707  
222 East Weber Avenue  
Stockton, CA. 95202

**CONTRACTOR:** COUNTY OF STANISLAUS  
Public Health Department  
820 Scenic Drive  
Modesto, CA 95350

**RECITAL:** Whereas the State of California Department of Health Services Immunization Assistance Branch has provided funding for the provision of immunization registry services through San Joaquin County and Stanislaus County (Contractor) is desirous of furnishing immunization registry services pursuant to County requirements,

**THE PARTIES AGREE AS FOLLOWS:**

**A. Fiscal Agent/Lead Agency:**

San Joaquin County (County) through it's Public Health Services Department, with its main office at 1601 E. Hazelton Avenue, Stockton, California 95205 shall act as Fiscal Agent for the Immunization Registry Project. This contract specifically incorporates the provisions identified in the State Contract No. 05-45466 (Attachment A). The Contractor shall comply with all terms and conditions contained therein.

**B. Terms of the Agreement:**

The term of this agreement shall be from July 1, 2005 through June 30, 2006.

**C. Services, Staffing and Subcontracting:**

Contractor shall provide services as set forth in the Work Plan labeled Exhibit A to Attachment A.

Contractor agrees to hire staff that meets the minimum qualifications for each position based on the agency's approved job duty requirements. Contractor shall maintain current duty descriptions and resumes on all funded positions noted on the Contractor's budget labeled Exhibit B, Attachment 1, Schedule IV to

Attachment A and shall provide these to the County upon request.

Contractor shall act in an independent capacity and not as an officer, employee, or agent of the County. Contractor shall furnish all personnel, supplies, equipment, furniture, insurance, utilities, and telephones necessary to fulfill contract obligations. Contractor shall not subcontract with other organizations to implement services stated in the Contractor's Work plan without the County's prior written approval.

**D. Fiscal Provisions**

1. The maximum amount payable under this agreement shall not exceed \$ 130,000. Payment to contractor is subject to the availability of funds and approval of budget changes, as needed, by the County's Director of Public Health Services or State designee.
2. Contractor shall be reimbursed for costs as identified in the approved budget marked as Exhibit B, Attachment I, Schedule IV of Attachment A and attached hereto. This shall be a cost reimbursement contract. Consideration for services rendered shall be based on contractor's documented actual costs, not to exceed the approved budget by line item. Contractor shall not be reimbursed for personnel costs that exceed the approved Exhibit B, Attachment I, Schedule IV of Attachment A.
3. Contractor shall submit monthly or quarterly invoices to the Immunization Program, Public Health Services by the 30th day of the following month. The invoice shall be prepared according to the sample invoice and itemized budget expenditure report marked Attachment B and attached hereto. Invoices shall reflect actual expenditures incurred by the Contractor in performance of services specified in the approved work plan. Approval of payment shall be contingent upon satisfactory proof of performance. Contractor will be responsible for payment of unapproved claims. Approved invoices will be paid within thirty days of receipt.
4. In the event the County suffers any audit disallowance pertaining to unapproved services authorized by designated Contractor representatives, said Contractor shall reimburse the County in full.

**E. Contract Amendments and Budget Revisions:**

Should either party, during the life of the contract, desire to change the terms of service or move more than \$5,000 from one budget line item to another line item, a contract amendment is required. Changes in terms of services include:

1. Proposed change in the amount of service to be provided through the contract.
2. Proposed changes in the cost of service provisions.
3. Proposed addition or deletion of contracted service.

A proposed contract amendment shall be submitted in writing within 90 days prior to the end of the contract year. Requests for amendments must include a justification for the amendment and a revised Work plan and or Budget, as appropriate. The amendment will be reviewed by the County's Director of Public Health Services or his designee and will be discussed with the State Department of Health Services as needed. Contractor will be notified in writing by the County's Director of Public Health Services or his designee

within 15 days of receipt of the request, to accept or reject the proposed changes. Once accepted the County's Director of Public Health Services will present the amendment to the Board of Supervisors for final approval.

Should the Contractor, during the life of the contract, desire to move less than \$5,000 from one line-item to another, without impacting the type and amount of contracted service, a Budget Revision is required. The proposed revised budget should be submitted in the format outlined on the Budget Change Request Sample (Attachment C) with a written justification. All Budget Revision requests must be received by the County's Director of Public Health Services or his designee at least 30 days prior to the end of the contract year. The revision will be reviewed and approved, modified, or denied by the County's Director of Public Health Services or his designee and the State as appropriate. The Contractor shall be notified in writing, within 15 days of receipt of the request, to accept or reject the proposed changes.

**F. Contract Termination:**

This contract may be terminated in whole or in part without cause by either party upon 30 days advance written notice to the other party. Such notification shall state the effective date of termination. Contractor shall be entitled to payment of all costs and uncancellable obligations allowable under the terms of this agreement incurred prior to the date of termination in an amount not to exceed the maximum allowable.

**G. Reporting Requirements and Procedures:**

Contractor shall complete and submit biannual progress reports and a final report no later than the following due dates:

	<b>Due Date</b>	<b>Time Period</b>
<b>Progress Report</b>	<b>January 15, 2006</b>	<b>July 1 to December 31</b>
<b>Final Report (cumulative)</b>	<b>July 15, 2006</b>	<b>January 1 to June 30</b>

Progress reports shall be submitted using the standard report format in Attachment D, Progress Report.

Payment of invoices by Public Health Services is contingent upon satisfactory submission of bi-annual reports by Contractor. Failure to submit acceptable progress reports may result in non-approval of payments to Contractor.

**H. Record Keeping and Access:**

Contractor shall provide access to all program records and data upon written request of the Director of San Joaquin County Public Health Services or his designee.

Contractor shall maintain financial records that clearly reflect the cost of each type of service. Appropriate program, service and financial records must be maintained and retained for at least three years after termination of the contract, or until audit findings are resolved, whichever is later. Any cost apportionments shall be made under generally accepted accounting principles and shall evidence proper audit trails reflecting the true cost of services.

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**I. Hold Harmless:**

The Contractor shall indemnify, defend, and hold harmless the County, its officers, agents and employees from any and all claims and losses accruing or resulting to any person, firm, or corporation for damages, injury or death arising out of or connected with Contractor's performance of this contract. Without limiting Contractor's indemnification, Contractor shall maintain in force at all times during the performance of this contract a policy or policies of insurance covering all of its operators. The limits of insurance is \$1 million combined single limits per occurrence. These limits include bodily injury, property damage, and general liability coverage, which include contractual liability coverage, professional malpractice, and comprehensive automotive liability if vehicles are used to transport clients. Contractor's insurance shall be primary and the County shall be listed as additional insured. A certificate evidencing the maintenance of such coverage shall be filed with San Joaquin County Risk Management and the certificate shall state that the County of San Joaquin, its officers, agents, and employees, are additionally insured and the certificate shall state that the coverage shall not be canceled or modified without giving the County thirty (30) days written notice. Contractor shall maintain worker's compensation insurance.

**J. Notice:**

The contact person for the day to day administration of this contract shall be William J. Mitchell, 1601 East Hazelton Avenue, Stockton, California 95205, (209) 468-3413 for the County of San Joaquin, and Nancy Bancroft, 820 Scenic Drive, Modesto, California 95350, (209) 558-4815 for Contractor.

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IN WITNESS WHEREOF the parties have executed this agreement the date first written above.

CONTRACTOR  
STANISLAUS COUNTY

BY \_\_\_\_\_  
MARGARET SZCZEPANIAK  
TITLE: Managing Director  
Health Service Agency

APPROVED AS TO FORM  
MICHAEL H. KRAUSNICK  
COUNTY COUNSEL

BY John Wray

BY John Sims  
~~JOHN SIMS~~ CYNTHIA THOMLISON  
TITLE: Senior Management Consultant  
Chief Executive Office  
Tax I.D. Number 94-6000540

DATE 4/15/07

Herein referred to as "CONTRACTOR"

APPROVED:

By \_\_\_\_\_  
KAREN FURST, MD, MPH  
San Joaquin County Health Officer

COUNTY OF SAN JOAQUIN  
A political subdivision of the  
State of California

By \_\_\_\_\_  
KENNETH B. COHEN, Interim, Director  
Health Care Services

By \_\_\_\_\_  
STEVE GUTIERREZ, Chairman  
Board of Supervisors

ATTEST: LOIS M. SAHYOUN  
Clerk of the Board of Supervisors  
of the County of San Joaquin,  
State of California

APROVED AS TO FORM:  
Terrence R. Dermody  
County Counsel

BY \_\_\_\_\_  
Deputy Clerk

BY Robyn Pruitt Drivon  
ROBYN FRUITT DRIVON  
Assistant County Counsel



**ATTACHMENT A**

**Attachment B**

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**Regional Automated Immunization Information System Project**  
**INVOICE**

Request for Reimbursement

To: Fiscal Agent  
Regional Automated Immunization Information System Project  
P.O. Box 2009  
Stockton, CA 95201  
Attn: Bruce Cosby, Account Officer

From: \_\_\_\_\_

Re: Regional Automated Immunization Information System Project

Contract/MOU Number: \_\_\_\_\_

Billing Period: \_\_\_\_\_

Total Amount Billed This Invoice: \_\_\_\_\_

**Attachment B**

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**Itemized Budget Expenditure Report**  
**Regional Automated Immunization Information Project**

Invoiced Period: \_\_\_\_\_

Provider Name: \_\_\_\_\_

Contract / MOU Number: \_\_\_\_\_

Contract Period: \_\_\_\_\_

ITEMIZED BUDGET EXPENDITURE REPORT

Personnel :	Approved Budget	Previously Billed	Billed this Period	Total Billed To Date	Budget Balance
1.					
2.					
3.					
4.					
Subtotal:					
Fringe Benefits: ( %)					
Operating Expenses:					
1.					
2.					
3.					
4.					
5.					
Subtotal Operating:					
<b>TOTAL CHARGES:</b>					

**Attachment C**  
**BUDGET CHANGE REQUEST (SAMPLE)**  
**Regional Automated Immunization Information System Project**  
**JULY 1, 20XX - JUNE 30, 20XX**

<b>A. PERSONNEL SERVICES</b>	<b>MONTHLY SALARY RANGE</b>	<b>PERCENT OF TIME</b>	<b>PRIOR AMOUNT APPROVED</b>	<b>EFFECTIVE 00/00/00 (date)</b>	<b>NEW APPROVED AMOUNT</b>
1. Project Director	\$1,550 - \$1,750	66	\$13,004	\$(1,000)	\$12,004
2. Office Manager	1,275 - 1,495	26	4,644		4,644
3. Volunteer Coordinator	1,175 - 1,395	66	8,148		8,148
4. Health Educator A	1,275 - 1,495	66	6,038		6,038
5. Health Educator	1,275 - 1,475	15	2,476		2,476
<b>Subtotal Salary and Wages</b>			\$34,310	\$(1,000)	\$33,310
<b>Benefits at approximately 6% of salaries</b>			2,058	(60)	1,998
<b>Subtotal -- Personnel</b>			\$36,368	\$(1,060)	\$35,308
<b>B. OPERATING EXPENSES</b>					
1. Office Equipment Rental			\$ 10	\$ 106	\$ 116
2. Office Supplies			200	594	794
3. Equipment			150		150
4. Health Education Materials			100	360	460
5. Duplicating			150		150
6. Staff Development			50		50
7. Travel			300		300
8. Telephone			720		720
9. Postage			300		300
10. Bookkeeping			1,200		1,200
11.			418		418
<b>Subtotal -- Operating Expenses</b>			\$ 5,362	\$1,060	\$ 6,422
<b>TOTAL REQUEST</b>			\$ 41,730	-0-	\$ 41,730

**Attachment D**  
**Regional Automated Immunization Information System Project**

Contract No. \_\_\_\_\_

Agency Name: \_\_\_\_\_

**PROGRESS REPORT**

1. Report Period: Check appropriate

\_\_\_\_\_ July 1, 2005 - Dec. 31, 2005

\_\_\_\_\_ January 1, 2006 - June 30, 2006

II. Instructions:

A. Report Period: State the dates covered by this report.

B. Briefly state your progress toward reaching each of the activities and the evaluation measures for the contract period.

Example:

Objective #1.

Progress toward Activity:

Briefly report on Key Evaluation measures achieved.

Attachments supporting program activities should be included following this report. These can include meeting minutes/agendas, sign-in sheets, activity log, monthly activities forms, copies of surveys & reports, etc.

Certification by Project Director:

I affirm that the information presented in this report reflect the current status of the project to the best of my knowledge.

Project Director Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**ATTACHMENT A**

STATE OF CALIFORNIA  
**STANDARD AGREEMENT**  
 STD 213 (DHS Rev 7/04)

REGISTRATION NUMBER	AGREEMENT NUMBER <b>05-45466</b>
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1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME (Also referred to as CDHS, DHS, or the State)  
**California Department of Health Services**

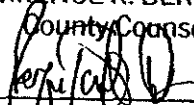
CONTRACTOR'S NAME (Also referred to as Contractor)  
**County of San Joaquin (Public Health Services)**

2. The term of this Agreement is: **July 1, 2005** through **June 30, 2006**

3. The maximum amount of this Agreement is: **\$ 533,000**  
**Five Hundred Thirty-Three Thousand 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	6 pages
Exhibit B – Budget Detail and Payment Provisions	3 pages
Exhibit B, Attachment I – Budget	1 page
Exhibit B, Attachment I – Schedule I – Subcontractor Budget	1 page
Exhibit B, Attachment I – Schedule II – Subcontractor Budget	1 page
Exhibit B, Attachment I – Schedule III – Subcontractor Budget	1 page
Exhibit B, Attachment I – Schedule IV – Subcontractor Budget	1 page
Exhibit B, Attachment I – Schedule V – Subcontractor Budget	1 page
Exhibit B, Attachment I – Schedule VI – Subcontractor Budget	1 page
Exhibit C * – General Terms and Conditions	<b>GTC 304</b>
Exhibit D(S) – Special Terms and Conditions (Attached hereto as part of this agreement)	18 pages
Exhibit E – Additional Provisions	1 page
Exhibit F – Contractor's Release	1 page
Exhibit G – Travel Reimbursement Information	2 pages

Approved as to Form  
**TERRENCE R. DERMODY**  
 County Counsel  
 By   
 Assistant County Counsel

terms 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.**

<b>CONTRACTOR</b>		<b>California Department of          General Services Use Only</b>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) <b>County of San Joaquin (Public Health Services)</b>		
SIGNATURE (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Steven Gutierrez, Chairman, Board of Supervisors</b>		
ADDRESS <b>601 E. Hazelton Ave., Stockton, CA 95205</b>		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME <b>California Department of Health Services</b>		
SIGNATURE (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Terri L. Anderson, Chief, Contracts and Purchasing Services Section</b>		
ADDRESS <b>101 Capitol Avenue, Suite 71.2101, MS 1403, P.O. Box 997413 Sacramento, CA 95899-7413</b>		

Exempt per:

**EXHIBIT A**  
Scope of Work

**1. Service Overview**

Contractor agrees to provide to the Department of Health Services (DHS) the services described herein:

The primary purpose of this contract is to provide immunization subvention contract funds to public local health departments for the development and implementation of local and/or regional automated immunization information and reminder systems. The basic functions of the systems to be supported with these funds include: database merging immunization record information supplied by participating medical providers; rapid transfer of the collected information among participating health care providers in the catchment area; make notifications to clients and/or providers concerning immunizations that are due; and calculation of immunization coverage rates based on patient records in the database.

**2. Service Location**

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

**3. Service Hours**

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

**4. Project Representatives**

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

**Department of Health Services**

Name: Pat Kirby  
Telephone: (559) 228-5840  
Fax: (559) 228-5862  
Email: [PKirby@dhs.ca.gov](mailto:PKirby@dhs.ca.gov)

**Contractor**

Name: Marshea Jones, MPA  
Telephone: (209) 468-9844  
Fax: (209) 468-9882  
Email: [mjones@izride.com](mailto:mjones@izride.com)

B. Direct all inquiries to:

**Department of Health Services**

Immunization Branch  
Attention: Rowena P. Manuel  
2151 Berkeley Way, Room 712  
Berkeley, CA 94704

**Contractor**

County of San Joaquin (Public Health Services)  
Attention: Marshea Jones, MPA  
1601 E. Hazelton Ave.  
Stockton, CA 95205

Telephone: (510) 540-2585  
Fax: (510) 883-6015  
E-mail: [rmanuel@dhs.ca.gov](mailto:rmanuel@dhs.ca.gov)

Telephone: (209) 468-9844  
Fax: (209) 468-9882  
Email: [mjones@izride.com](mailto:mjones@izride.com)

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**

The Contractor must agree to the following inclusive objectives and conduct the following activities. Please note that many of these services to be performed are also objectives and activities required by the Federal Government and are conditions for funding of the California Immunization Program and/or statutory requirements of State and local health departments. The level of subvention contract funding to be awarded is not represented as sufficient for support of all the required activities; a significant amount of local support and funding is expected. Subvention contract funds must not be used to supplant (i.e., replace) local funds currently being expended for routine immunization services and activities.

**A. Objectives:**

- 1) Continue implementation of regional automated immunization information and reminder system to ensure adequate immunization of all children in the community, whether served by private or publicly-funded providers.
- 2) Involve public and private immunization providers throughout the local area in the planning and implementation of the automated immunization information and reminder system and outreach to the community to educate and involve them in plans for increasing immunization through the use of the automated registry and recall system.
- 3) Work with other legislatively authorized registry users in contractor's region, in addition to immunization providers, to plan and implement participation in the registry, in accordance with the provisions of H&S Code Section 120440.
- 4) Continue to implement specific plans for protecting the security of the system and the integrity and confidentiality of shared data on the automated immunization system.
- 5) Provide project information to DHS Immunization Branch in semi-annual project reports on implementation of the regional automated system to the Statewide Immunization and Information System (SIIS) in order to contribute to the overall development of the statewide system.
- 6) Continue to participate in SIIS Regional Operations Committee with other SIIS grantees to develop inter-network capabilities and share immunization information.
- 7) Submit semiannual progress reports to the Statewide Immunization Information System (SIIS) California Department of Health Services, Immunization Branch, 2151 Berkeley Way, Rm. 712, Berkeley, California 94704.

**B. Specific Automated Regional Immunization Registry Activities**

**1) Planning and Implementation**

- a. Complete development and execution of regional governance procedures and inter-county agreements.
- b. Maintain a regional database in which immunization records of all children in the region are to be stored.

**EXHIBIT A**  
**Scope of Work**

- c. Develop and initiate plans for migrating any existing immunization registry database in the region into the regional database, while maintaining support for current users.
  - d. Use hardware and software options for database management, telecommunications, and network linkage that are easy to modify and facilitate interconnectivity, specifically including web enablement.
  - e. Identify target population(s) and prioritize entry into registry, beginning with infants and children under age 6 years.
  - f. Determine estimated fiscal/resource needs of registry and develop a plan to meet them.
  - g. Allow pediatric health care providers to input information into the registry by fully or partially automated mechanisms.
  - h. Merge, store, and update information on immunizations to each client by all providers in registry on a real-time basis.
  - i. Allow providers and other legislatively authorized users, as appropriate, to access clients' immunization history and immunization status in registry.
  - j. Provide registry function and usage guidelines, training and/or consultation to participating immunization providers and other legislatively authorized users.
  - k. Maintain help desk(s) to support software users in whole region. Report summaries of help desk(s) call trends when requested by DHS.
  - l. Allow retrieval of client immunization information on a continual on-line basis.
  - m. Evaluate individual client immunization status vis-a-vis standard Advisory Committee on Immunization Practices and/or American Academy of Pediatrics recommended schedules to determine immunizations currently due.
  - n. Issue immunization reminder and/or recall notifications based on immunization status to clients, their families, or providers per standard Advisory Committee on Immunization Practices and/or American Academy of Pediatrics guidelines.
  - o. In conjunction with annual CDC immunization registry annual reports, perform annual immunization coverage assessments of clients under 6 years of age.
- 2) Community-wide Participation
- a. Assess current capacity of health care providers in region to effectively participate in registry in regard to automated equipment and to staffing and training.
  - b. Allow any interested pediatric health care providers or other legislatively authorized users to enter and review data in the registry, provided they comply with confidentiality, security, legislative provisions, and other requirements of the registry.

**EXHIBIT A**  
**Scope of Work**

- c. Form advisory group(s) with representation from at least the local health department, immunization and/or MCH programs, non-profit Community Health Center, and at least three private immunization providers.  
Recommended: Include at least one HMO that is a major immunization provider, input from schools, WIC agencies, lay community groups and technical advisers.
- d. Maintain registry to be capable of serving all providers who want to participate.
- e. Include providers from the local health department, non-profit CHC's, and the private medical sector.
- f. Require all health care providers regularly receiving pediatric vaccines from local health departments to participate in the registry as a condition for receipt of vaccine.

**3) Security, Data Integrity, and Confidentiality**

- a. Continue to ensure the security of the physical system through proper housing and maintenance of the registry through software security systems in accordance with state guidelines.
- b. Maintain written confidentiality procedures, in accordance with the California Department of Health Services, Immunization Branch, SIIIS Regional Operations Committee guidelines.
- c. Maintain records containing name and address of each provider or other agency with which each client's information is shared.
- d. Include in the registry the source (i.e., name or physician or parent, type of record) of client information.
- e. Conduct quality control of data, identify sources of incorrect information, correct inaccurate information and develop procedures to prevent inclusion of incorrect information.
- f. Require providers to inform clients of what data will be entered into the registry, what data will be shared with whom for what purposes and of these clients' rights:
  - i. to refuse to allow information to be shared beyond one's own provider;
  - ii. to refuse to receive immunization recall/reminder notice;
  - iii. to inspect information to be shared and to have input to correct errors;
  - iv. to obtain, upon request, names and addresses of those with whom information has been shared.
- g. Notify DHS promptly when unauthorized use occurs.

**4) Sharing Regional Project Information**

- a. Allow DHS site visits and inspections of registry procedures, protocols, software, forms, etc., developed wholly or partly with funding from this agreement, and share these materials with DHS to assist in development of registries throughout the state and the statewide registry system.

**EXHIBIT A**  
**Scope of Work**

5) Internetworking and Coordination with SIIS

- a. Agree to exchange immunization information with SIIS, to maintain statewide standards for sharing information, and to adhere to protocols for electronic transactions.
- b. At least one regional registry representative must be willing to assist DHS Immunization Branch in planning for SIIS conferences, which occur at least every April.
- c. Registry must meet inter-registry and linkage standards developed by DHS with its SIIS working groups, in regard to hardware and software used.
- d. Registry must translate client information data elements into a specified statewide format for inter-registry transfer as specified by SIIS Integration Committee.
- e. Participate in testing of transfer of client data between regional registries.
- f. Respond to queries from other regions for immunization information.
- g. Provide DHS with non-identified individual or aggregate client immunization data for immunization coverage assessment by DHS at up to quarterly intervals.

C. Required Reports

1) Reports of Regional Program Progress and Activities

In accordance with the guidelines and format provided by the Immunization Branch, the Contractor shall submit to the SIIS Coordinator, at the Branch address identified in paragraph 3 within C. Required Reports, progress reports (at least one per year by January 31st) and other reports as required for registry development and maintenance. In addition to the written report the Contractor and Project Liaison, or his designee, may meet and discuss the above matters in person.

- 2) Contractor agrees that itemized personnel positions listed in the *Application for Immunization Project Subvention Funds* shall not be subject to Contractor's personnel policy decisions to refrain from filling vacant positions.
- 3) All reports and other written communications are to be addressed and delivered to the State Department of Health Services, Immunization Branch, 2151 Berkeley Way, Berkeley, California 94704.
- 4) The State reserves the right to use and reproduce all reports and data produced and delivered pursuant to this Contract and reserves the right to authorize others to use or reproduce such materials, provided that the confidentiality of patient information and records are protected pursuant to California State laws and regulations.

6. ALLOWABLE INFORMAL SCOPE OF WORK CHANGES

- A. The Contractor or the State may propose informal changes or revisions to the activities, tasks, deliverables and/or performance time frames specified in the Scope of Work, provided such changes do not alter the overall goals and basic purpose of the agreement.

**EXHIBIT A**  
**Scope of Work**

- B. Informal SOW changes may include the substitution of specified activities or tasks; the alteration or substitution of agreement deliverables and modifications to anticipated completion/target dates.
- C. Informal SOW changes processed hereunder, shall not require a formal agreement amendment, provided the Contractor's annual budget does not increase or decrease as a result of the informal SOW change.
- D. Unless otherwise stipulated in this contract, all informal SOW changes and revisions are subject to prior written approval by the State.
- E. In implementing this provision, the State may provide a format for the Contractor's use to request informal SOW changes. If no format is provided by the State, the Contractor may devise its own format for this purpose.

**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 budgets attached hereto.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly in arrears to:

Department of Health Services  
Immunization Branch  
Attn: Rowena P. Manuel  
2151 Berkeley Way, Room 712  
Berkeley, CA 94704

- C. Invoices shall:
  - 1) Be prepared on company letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent actual expenses for the service performed under this contract.
  - 2) Bear the Contractor's name as shown on the Agreement.
  - 3) Identify the billing and/or performance period covered by the invoice.
  - 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this agreement. Subject to the terms of this agreement, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by DHS.
- D. The total amount of the contract will be indicated as either some part, or all, of the total operations budget. If the total amount of the contract is less than the total operations budget, the Contractor will be responsible for providing the difference between the total amount of the contract and the total operations budget. Further, all invoices to the State which request reimbursements for positions included in the Contractor's Application for Immunization Project Subvention Funds submitted by the Contractor on **June 20, 2005** shall include the name and position title of the persons that have performed in these positions.
- E. The Contractor shall provide for any personnel or operating expenses that are necessary to meet the provisions included herein but are not provided for in the Budget included as Exhibit "B" Attachment I.

**Exhibit B**  
**Budget Detail and Payment Provisions**

**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.

**4. Timely Submission of Final Invoice**

- A. A final undisputed invoice shall be submitted for payment no more than ninety (90) 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.

**5. Allowable Line Item Shifts**

- A. Cumulative line item shifts of up to \$25,000 or 10% of the annual Agreement total may be made, whichever is greater, up to a cumulative annual maximum of \$50,000, provided the annual Agreement total does not increase or decrease.

**Exhibit B**  
**Budget Detail and Payment Provisions**

- B. Line item shifts meeting this criteria shall not require a formal Agreement Amendment.
  - C. 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.
- 6. Expense Allowability / Fiscal Documentation**
- A. Invoices, received from a Contractor and accepted and/or submitted for payment by the State, shall not be deemed evidence of allowable agreement costs.
  - B. Contractor shall maintain for review and audit and supply to DHS 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".



**Exhibit B, Attachment I  
Budget**

<b>Personnel</b>	<b>\$194,558.00</b>
<b>Fringe Benefits (35% of Personnel)</b>	<b>\$68,095.00</b>
<b>Operating Expenses or General Expenses</b>	<b>\$52,912.00</b>
<b>Equipment</b>	<b>\$0.00</b>
<b>Travel</b>	<b>\$500.00</b>
<b>Subcontracts</b>	<b>\$216,935.00</b>
County of Amador (Public Health Department) - \$10,802.00	
County of Calaveras (Public Health Department) - \$8,452.00	
County of Mariposa (Health Department) - \$13,839.00	
County of Stanislaus - \$130,000.00	
County of Tuolumne (Health Department) - \$25,042.00	
Tim Dixon - \$28,800.00	
<b>Other Costs</b>	<b>\$0.00</b>
<b>Indirect Costs (0%)</b>	<b>\$0.00</b>
<b>Total</b>	<b>\$533,000.00</b>

**Exhibit B, Attachment I, Schedule I  
Subcontractor Budget**

**Subcontracts**

Name of Subcontractor:	<u>County of Amador (Public Health Department)</u>
Contact Person:	<u>Lori Jagoda, PHN</u>
Address:	<u>1003 Broadway</u>
City, State, & Zip Code:	<u>Jackson, CA 95642</u>
Telephone #:	<u>(209) 223-6670</u>
Federal Tax I.D. Number:	<u>94-6000547</u>

<b>I. Personal Services (List positions)</b>	<b>% of Time or Number of Hours</b>	<b>Biweekly Monthly Salary Range or Hourly Rate</b>	<b>Dollar Amount Requested</b>
PHN III, Program Manager	104 hours	\$27.49/hour	\$ 2,859.00
Clerical Support	104 hours	\$15.40/hour	\$ 1,602.00
Health Education Assistant	104 hours	\$15.70/hour	\$ 1,633.00
Office Assistant	104 hours	\$12.46/hour	\$ 1,296.00
<b>Personal Services Subtotal</b>			<b>\$ 7,390.00</b>
Fringe Benefits (35% of Personnel)			<b>\$ 2,587.00</b>
<b>Personal Services Subtotal</b>			<b>\$ 9,977.00</b>
<b>II. Operating Expenses</b>			
Supplies			\$ 425.00
Health Education Materials			\$ 200.00
Travel			\$ 200.00
Equipment			\$ -
<b>Operating Expenses Subtotal</b>			<b>\$ 825.00</b>
<b>Subcontracts Total =</b>			<b>(I. Personal Services + II. Operating Expenses)</b>
			<b>\$ 10,802.00</b>

**This schedule is being provided for informational purposes. Changes to the schedule do not require a contract amendment.**

**Exhibit B, Attachment I, Schedule II**  
**Subcontractor Budget**

**Subcontracts**

Name of Subcontractor:	<u>County of Calaveras (Public Health Department)</u>
Contact Person:	<u>Deborah B. Brooks, RN, PHN</u>
Address:	<u>891 Mountain Ranch Road</u>
City, State, & Zip Code:	<u>San Andreas, CA 95249</u>
Telephone #:	<u>(209) 754-6460</u>
Federal Tax I.D. Number:	<u>94-6000507</u>

<b>I. Personal Services (List positions)</b>	<b>% of Time or Number of Hours</b>	<b>Biweekly Monthly Salary Range or Hourly Rate</b>	<b>Dollar Amount Requested</b>
Administrative Assistant	103.68 hours	\$19.29/hour	\$ 2,000.00
Clerical Assistant	145.60 hours	\$12.89/hour	\$ 1,877.00
Public Health Nurse	64.80 hours	\$35.46/hour	\$ 2,298.00
<b>Personal Services Subtotal</b>			<b>\$ 6,175.00</b>
Fringe Benefits (35.54% of Personnel)			\$ 2,195.00
<b>Personal Services Subtotal</b>			<b>\$ 8,370.00</b>
<b>II. Operating Expenses</b>			
Supplies			\$ -
Health Education Materials			\$ -
Travel			\$ 82.00
Equipment			\$ -
<b>Operating Expenses Subtotal</b>			<b>\$ 82.00</b>
<b>Subcontracts Total =</b>			<b>(I. Personal Services + II. Operating Expenses)</b>
			<b>\$ 8,452.00</b>

This schedule is being provided for informational purposes. Changes to the schedule do not require a contract amendment.

**Exhibit B, Attachment I, Schedule III  
Subcontractor Budget**

**Subcontracts**

Name of Subcontractor:	County of Mariposa (Health Department)
Contact Person:	Marna Klinkhammer, PHN
Address:	4988 11th Street, P.O. Box 5
City, State, & Zip Code:	Mariposa, CA 95338
Telephone #:	(209) 966-3689
Federal Tax I.D. Number:	94-6000880

<b>I. Personal Services (List positions)</b>	<b>% of Time or Number of Hours</b>	<b>Monthly Salary Range or Hourly Rate</b>	<b>Dollar Amount Requested</b>
Public Health Nurse	250 hours	\$27.75/hour	\$ 6,938.00
Clerk	250 hours	\$11.68/hour	\$ 2,920.00
<b>Personal Services Subtotal</b>			<b>\$ 9,858.00</b>
<b>Fringe Benefits (35% of Personnel)</b>			<b>\$ 3,450.00</b>
<b>Personal Services Subtotal</b>			<b>\$ 13,308.00</b>
<b>II. Operating Expenses</b>			
Supplies			\$ 300.00
Health Education Materials			\$ 81.00
Travel			\$ 150.00
Equipment			\$ -
<b>Operating Expenses Subtotal</b>			<b>\$ 531.00</b>
<b>Subcontracts Total =</b>	<b>(I. Personal Services + II. Operating Expenses)</b>		<b>\$ 13,839.00</b>

This schedule is being provided for informational purposes. Changes to the schedule do not require a contract amendment.

**Exhibit B, Attachment I, Schedule IV**  
**Subcontractor Budget**

**Subcontracts**

Name of Subcontractor:	<u>County of Stanislaus</u>
Contact Person:	<u>Nancy Bancroft</u>
Address:	<u>820 Scenic Drive</u>
City, State, & Zip Code:	<u>Modesto, CA 95350</u>
Telephone #:	<u>(209) 558-4815</u>
Federal Tax I.D. Number:	<u>94-6000540</u>

<b>I. Personal Services (List positions)</b>	<b>% of Time or Number of Hours</b>	<b>Biweekly Monthly Salary Range or Hourly Rate</b>	<b>Dollar Amount Requested</b>
Public Health Nurse	1144 hours	\$33.00/hour	\$ 37,752.00
Staff Services Analysis	1664 hours	\$25.00/hour	\$ 41,600.00
Admin Clerk II	1040 hours	\$16.00/hour	\$ 16,640.00
<b>Personal Services Subtotal</b>			<b>\$ 95,992.00</b>
<b>Fringe Benefits (35% of Personnel)</b>			<b>\$ 33,597.00</b>
<b>Personal Services Subtotal</b>			<b>\$ 129,589.00</b>
<b>II. Operating Expenses</b>			
Supplies			\$ 411.00
Health Education Materials			\$ -
Travel			\$ -
Equipment			\$ -
<b>Operating Expenses Subtotal</b>			<b>\$ -</b>
<b>Subcontracts Total =</b>			<b>(I. Personal Services + II. Operating Expenses)</b>
			<b>\$ 130,000.00</b>

**This schedule is being provided for informational purposes. Changes to the schedule do not require a contract amendment.**

**Exhibit B, Attachment I, Schedule V**

**Subcontracts**

Name of Subcontractor:	<u>County of Tuolumne (Health Department)</u>
Contact Person:	<u>Jill Castle, RN, PHN, BSN</u>
Address:	<u>20111 Cedar Road North</u>
City, State, & Zip Code:	<u>Sonora, CA 95370</u>
Telephone #:	<u>(209) 533-7434</u>
Federal Tax I.D. Number:	<u>94-60000547</u>

<b>I. Personal Services (List positions)</b>	<b>% of Time or Number of Hours</b>	<b>Biweekly Monthly Salary Range or Hourly Rate</b>	<b>Dollar Amount Requested</b>
Clinic Registered Nurse	15%	\$4,574.00/month	\$ 8,233.00
Office Assistant II	25%	\$1,917.00/month	\$ 5,751.00
Program Services Manager	5%	\$6,316.00/month	\$ 3,790.00
<b>Personal Services Subtotal</b>			<b>\$ 17,774.00</b>
<b>Fringe Benefits (35% of Personnel)</b>			<b>\$ 6,221.00</b>
<b>Personal Services Subtotal</b>			<b>\$ 23,995.00</b>
<b>II. Operating Expenses</b>			
Supplies			\$ 300.00
Health Education Materials			\$ 347.00
Travel			\$ 400.00
Equipment			\$ -
<b>Operating Expenses Subtotal</b>			<b>\$ 1,047.00</b>
<b>Subcontracts Total =</b>			<b>\$ 25,042.00</b>
(I. Personal Services + II. Operating Expenses)			

**This schedule is being provided for informational purposes. Changes to the schedule do not require a contract amendment.**

**Exhibit B, Attachment I, Schedule VI**  
**Subcontractor Budget**

**Subcontracts**

Name of Subcontractor: Tim Dixon  
 Contact Person: Tim Dixon  
 Address: 270 Mar Vista Dr.  
 City, State, & Zip Code: Monterey, CA 93940  
 Telephone #: (831) 643-2773  
 Federal Tax I.D. Number: 568-41-8575

<b>I. Personal Services (List positions)</b>	<b>% of Time or Number of Hours</b>	<b>Biweekly Monthly Salary Range or Hourly Rate</b>	<b>Dollar Amount Requested</b>
Programming and Technical	576 hours	\$50.00/hour	\$ 28,800.00
<b>Personal Services Subtotal</b>			<b>\$ 28,800.00</b>
Fringe Benefits (0% of Personnel)			\$ -
<b>Personal Services Subtotal</b>			<b>\$ 28,800.00</b>
<b>II. Operating Expenses</b>			
Supplies			\$ -
Health Education Materials			\$ -
Travel			\$ -
Equipment			\$ -
<b>Operating Expenses Subtotal</b>			<b>\$ -</b>
<b>Subcontracts Total =</b>	(I. Personal Services + II. Operating Expenses)		<b>\$ 28,800.00</b>

**This schedule is being provided for informational purposes. Changes to the schedule do not require a contract amendment.**

EXHIBIT C

GENERAL TERMS AND CONDITIONS

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



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

9. **RECYCLING CERTIFICATION**: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post consumer waste and secondary waste as defined in the Public Contract Code, Sections 12161 and 12200, in materials, goods, or supplies offered or products used in the performance of this Agreement, regardless of whether the product meets the required recycled product percentage as defined in the Public Contract Code, Sections 12161 and 12200. Contractor may certify that the product contains zero recycled content. (PCC 10233, 10308.5, 10354)

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

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

11. **CERTIFICATION CLAUSES**: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 304 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\*18. **UNION ACTIVITIES:** For all contracts, except fixed price contracts of \$50,000 or less, the Contractor acknowledges that:

By signing this agreement Contractor hereby acknowledges the applicability of Government Code Section 16645 through Section 16649 to this agreement and agrees to the following:

a) Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.

b) No state funds received under this agreement will be used to assist, promote or deter union organizing.

c) Contractor will not, for any business conducted under this agreement, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the state property is equally available to the general public for holding meetings.

d) If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and that Contractor shall provide those records to the Attorney

General upon request.

**\*This provision is stayed pending the outcome of the litigation entitled, *Chamber of Commerce v. Lockyer* (April 2004) 364 F3d 1154.**

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## Special Terms and Conditions

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

The use of headings or titles throughout this exhibit is for convenience only and shall not be used to interpret or govern the meaning of any specific term or condition. The terms "contract", "Contractor" and "Subcontractor" shall also mean, "grant", "Grantee" and "Subgrantee" respectively.

### Index of Special Terms and Conditions

1. Travel and Per Diem Reimbursement
2. Procurement Rules
3. Equipment Ownership / Inventory / Disposition
4. Subcontract Requirements
5. Income Restrictions
6. Audit and Record Retention
7. Site Inspection
8. Intellectual Property Rights
9. Prior Approval of Training Seminars, Workshops, or Conferences
10. Confidentiality of Information
11. Documents, Publications and Written Reports
12. Dispute Resolution Process
13. Financial and Compliance Audit Requirements
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15. Payment Withholds
16. Performance Evaluation
17. Officials Not to Benefit
18. Four-Digit Date Compliance
19. Union Organizing
20. Contract Uniformity (Fringe Benefit Allowability)

## 1. Travel and Per Diem Reimbursement

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

Reimbursement for travel and per diem expenses from DHS 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 DHS' 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 DHS 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 DHS. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

## 2. Procurement Rules

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

### a. Equipment definitions

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

- (1) **Major equipment:** A tangible or intangible item having a base unit cost of \$5,000 or more with a life expectancy of one (1) year or more and is either furnished by DHS or the cost is reimbursed through this agreement. Software and videos are examples of intangible items that meet this definition.
- (2) **Minor equipment:** A tangible item having a base unit cost of less than \$5,000 with a life expectancy of one (1) year or more that is listed on the DHS Asset Management Unit's Minor Equipment List and is either furnished by DHS or the cost is reimbursed through this agreement. Contractors may obtain a copy of the Minor Equipment List by making a request through the DHS program contract manager.
- (3) **Miscellaneous property:** A specific tangible item with a life expectancy of one (1) year or more that is either furnished by DHS or the cost is reimbursed through this agreement. Examples include, but are not limited to: furniture (excluding modular furniture), cabinets, typewriters, desktop calculators, portable dictators, non-digital cameras, etc.

b. **Government and public entities** (including state colleges/universities and auxiliary organizations), whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this agreement. Said procurements are subject to Paragraphs d through h of Provision 2. Paragraph c of Provision 2 shall also apply, if equipment purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.

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

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

To secure equipment above the annual maximum limit of \$50,000, the Contractor shall make arrangements through the appropriate DHS program contract manager, to have all remaining equipment purchased through DHS' Purchasing Unit. The cost of equipment purchased by or through DHS shall be deducted from the funds available in this agreement. Contractor shall submit to the DHS 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 DHS. The equipment will be delivered to the Contractor's address, as stated on the face of the agreement, unless the Contractor notifies the DHS program contract manager, in writing, of an alternate delivery address.

- (2) All equipment purchases are subject to Paragraphs d through h of Provision 2. Paragraph b of Provision 2 shall also apply, if equipment purchases are delegated to subcontractors that are either a government or public entity.
- (3) Nonprofit organizations and commercial businesses, shall use a procurement system that meets the following standards:
  - (a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement contract in which, to his or her knowledge, he or she has a financial interest.
  - (b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.
  - (c) Procurements shall be conducted in a manner that provides for all of the following:
    - [1] Avoid purchasing unnecessary or duplicate items.
    - [2] Equipment solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.
    - [3] Take positive steps to utilize small and veteran owned businesses.
- d. Unless waived or otherwise stipulated in writing by DHS, prior written authorization from the appropriate DHS 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 DHS, 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 DHS (e.g., when DHS has a need to monitor certain purchases, etc.), DHS may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. DHS reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that DHS 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. DHS may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under Paragraphs b and/or c of Provision 2 by giving the Contractor no less than 30 calendar days written notice.

**3. Equipment Ownership / Inventory / Disposition**

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

- a. Wherever the term equipment and/or miscellaneous property is used in Provision 3, the definitions in Provision 2, Paragraph a shall apply.

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

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

Upon receipt of equipment and/or miscellaneous property, the Contractor shall report the receipt to the DHS program contract manager. To report the receipt of said items and to receive property tags, the Contractor shall use a form or format designated by DHS' Asset Management Unit. If the appropriate form (i.e., Contractor Equipment Purchased with DHS Funds) does not accompany this agreement, Contractor shall request a copy from the DHS 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 miscellaneous property to the DHS program contract manager using a form or format designated by DHS' Asset Management Unit. If an inventory report form (i.e., Inventory/Disposition of DHS-Funded Equipment) does not accompany this agreement, Contractor shall request a copy from the DHS program contract manager. Contractor shall:

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

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

- c. Unless otherwise stipulated, DHS 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 miscellaneous 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 miscellaneous property.

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

- e. Unless otherwise stipulated by the program funding this agreement, equipment and/or miscellaneous property purchased/reimbursed with agreement funds or furnished by DHS under the terms of this agreement, shall only be used for performance of this agreement or another DHS 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 miscellaneous property to the DHS program contract manager and shall, at that time, query DHS as to the requirements, including the manner and method, of returning state equipment and/or miscellaneous property to DHS. Final disposition of equipment and/or miscellaneous property shall be at DHS expense and according to DHS instructions. Equipment and/or miscellaneous property disposition instructions shall be issued by DHS immediately after receipt of the final inventory report. At the termination or conclusion of this agreement, DHS may at its discretion, authorize the continued use of state equipment and/or miscellaneous property for performance of work under a different DHS agreement.
- g. **Motor Vehicles**

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

- (1) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHS 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 DHS and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to DHS.
- (2) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHS 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 DHS 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 DHS under the terms of this agreement, the Contractor and/or Subcontractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this agreement or any period of contract extension during which any vehicle remains in the Contractor's and/or Subcontractor's possession:

#### **Automobile Liability Insurance**

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



- (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 DHS.
- (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 Health Services).
  - [2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this agreement and any extension or continuation of this agreement.
  - [3] The insurance carrier shall notify the State of California Department of Health Services, 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 the 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 DHS, 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, DHS may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event.

#### 4. Subcontract Requirements

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

- a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing \$5,000 or more. Except as indicated in Paragraph a(3) herein, when securing subcontracts for services exceeding \$5,000, the Contractor shall obtain at least three bids or justify a sole source award.
  - (1) The Contractor must provide in its request for authorization, all particulars 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 Administrative Manual Section 1233 subsection 3. View this publication at the following Internet address: <http://sam.dgs.ca.gov>.
- b. DHS 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 DHS 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 DHS.
- 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 DHS. DHS may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by DHS.
- d. Contractor shall maintain a copy of each subcontract entered into in support of this agreement and shall, upon request by DHS, make said copies available for approval, inspection, or audit.
- e. Sole responsibility rests with the Contractor to ensure that subcontractors, used in performance of this agreement, are paid in a timely manner. The timeliness of said payments may be affected by the timeliness of payments issued by DHS to the Contractor.
- 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 DHS, to permit DHS 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 DHS, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this agreement.
- j. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 17.

## 5. Income Restrictions

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

## 6. Audit and Record Retention

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

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

## 7. Site Inspection

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

## 8. Intellectual Property Rights

### a. Ownership

- (1) Except where DHS has agreed in a signed writing to accept a license, DHS 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 DHS 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 DHS' Intellectual Property in existence prior to the effective date of this agreement. Except as otherwise set forth herein, Contractor shall not use any of DHS' Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of DHS. Except as otherwise set forth herein, neither the Contractor nor DHS 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 DHS, Contractor agrees to abide by all license and confidentiality restrictions applicable to DHS in the third-party's license agreement.
- (4) Contractor agrees to cooperate with DHS in establishing or maintaining DHS' exclusive rights in the Intellectual Property, and in assuring DHS' 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 DHS all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or DHS and which result directly or indirectly from this agreement or any subcontract.
- (5) Contractor further agrees to assist and cooperate with DHS 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 DHS' 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 DHS 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 DHS, 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 DHS or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

**c. Copyright**

- (1) Contractor agrees that for purposes of copyright law, all works [as defined in Section a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to DHS to any work product made, conceived, derived from, or reduced to practice by Contractor or DHS 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 DHS and which result directly or indirectly from this agreement, shall include DHS' notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2004, etc.], State of California, Department of Health Services. This material may not be reproduced or disseminated without prior written permission from the Department of Health Services." 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 DHS 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 DHS, without additional compensation, all its right, title and interest in and to such inventions and to assist DHS 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 DHS' prior written approval; and (ii) granting to or obtaining for DHS, without additional compensation, a license, as described in Section b of this provision, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this agreement. If such a license upon these terms is unattainable, and DHS 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 DHS.

**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 DHS 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 DHS 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) DHS 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 DHS 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 DHS' 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 DHS 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. DHS reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against DHS.
- (2) Should any Intellectual Property licensed by the Contractor to DHS under this agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve DHS' right to use the licensed Intellectual Property in accordance with this agreement at no expense to DHS. DHS 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 DHS 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, DHS 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 DHS for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges DHS would suffer irreparable harm in the event of such breach and agrees DHS 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, DHS may acquire and maintain the Intellectual Property rights, title, and ownership, which results directly or indirectly from the agreement; except as provided in 37 Code of Federal Regulations part 401.14; however, the federal government shall have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

**i. Survival**

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

**9. Prior Approval of Training Seminars, Workshops or Conferences**

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

**10. Confidentiality of Information**

- a. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this agreement or persons whose names or identifying information become available or are disclosed to the Contractor, his/her 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 DHS 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 DHS without prior written authorization from the DHS program contract manager.
- 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.

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

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

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

**12. Dispute Resolution Process**

- a. A Contractor grievance exists whenever the Contractor believes there is a dispute arising from DHS' action in the administration of an agreement. If the Contractor believes there is a dispute or grievance between the Contractor and DHS, both parties shall follow the procedure outlined below.
  - (1) The Contractor should first discuss the problem informally with the DHS program contract manager. If the problem cannot be resolved at this stage, 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 make a determination on the problem within ten (10) working days after receipt of the written communication from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons



therefore. Should the Contractor disagree with the Branch Chief's decision, the Contractor may appeal to the second level.

- (2) The Contractor must prepare a letter indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the letter a copy of the Contractor's original statement of dispute with any supporting documents and a copy of the Branch Chief's response. This letter shall be sent 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 funding this agreement 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 funding this agreement or his/her designee shall be returned to the Contractor within twenty (20) working days of receipt of the Contractor's letter.
- b. If the Contractor wishes to appeal the decision of the Deputy Director of the division funding this agreement 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 by DHS, dispute, grievance and/or appeal correspondence shall be directed to the DHS program contract manager.

### 13. Financial and Compliance Audit Requirements

- a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.
- b. Direct service contract means a contract 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, grants, or subventions to other governmental agencies or units of government nor contracts with regional centers or area agencies on aging (See H&S Code section 38030).
- c. The Contractor, as indicated below, agrees to obtain one of the following audits:
  - (1) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives \$25,000 or more from any State agency under a direct service contract; the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, and/or
  - (2) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives less than \$25,000 per year from any State agency under a direct service contract, the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, and/or
  - (3) If the Contractor is a State or Local Government entity or Nonprofit organization (as defined by the Federal Office of Management and Budget [OMB] Circular A-133) and expends \$300,000 or more in Federal awards, the Contractor agrees to obtain an annual single,

organization wide, financial and compliance audit according to the requirements specified in OMB Circular A-133 entitled "Audits of States, Local Governments, and Non-Profit Organizations". *The \$300,000 threshold identified in this paragraph will increase to \$500,000 for federal fiscal years ending after December 31, 2003.* 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 DHS 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 \$300,000 or more in federal funds for the year covered by the audit report. *The \$300,000 threshold identified in this paragraph will increase to \$500,000 for federal fiscal years ending after December 31, 2003.*
- d. Two copies of the audit report shall be delivered to the DHS 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 DHS program contract manager shall forward the audit report to DHS' Audits and Investigations Unit.
  - 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 DHS 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 contract, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.
  - i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.

#### 14. Novation Requirements

If the Contractor proposes any novation agreement, DHS shall act upon the proposal within 60 days after receipt of the written proposal. DHS 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, DHS will initiate an amendment to this agreement to formally implement the approved proposal.

#### 15. Payment Withholds

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

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

**16. Performance Evaluation**

(Not applicable to grant agreements.)

DHS 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 DHS. Negative performance evaluations may be considered by DHS prior to making future contract awards.

**17. Officials Not to Benefit**

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

**18. Four-Digit Date Compliance**

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

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

**19. Union Organizing**

(Applicable only to grant agreements.)

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

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

**20. Contract Uniformity (Fringe Benefit Allowability)**

(Applicable only to nonprofit organizations.)

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

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

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

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

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

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

**Exhibit E**  
**Additional Provisions**

**1. Contract Amendments**

Should either party, during the term of this agreement, desire a change or amendment to the terms of this Agreement, such changes or amendments shall be proposed in writing to the other party, who will respond in writing as to whether the proposed changes/amendments are accepted or rejected. If accepted and after negotiations are concluded, the agreed upon changes shall be made through the State's official agreement amendment process. No amendment will be considered binding on either party until it is formally approved by the State.

**2. Cancellation / Termination**

- A. This agreement may be cancelled or terminated without cause by either party by giving thirty (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements.
- B. Upon receipt of a notice of termination or cancellation from DHS, Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent contract costs.
- C. Contractor shall be entitled to payment for all allowable costs authorized under this agreement, including authorized non-cancelable obligations incurred prior to receipt of the notice of termination or cancellation, provided such expenses do not exceed the stated maximum amounts payable.

## 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 05-45466 entered into between the State of California Department of Health Services (DHS) 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 percentage (0% to 100%) of the materials, goods, supplies or products offered or used in the performance of the above referenced contract meets or exceeds the minimum percentage of recycled material, as defined in Public Contract Code Sections 12161 and 12200.

### Reminder to Return State Equipment/Property (If Applicable)

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

Unless DHS has approved the continued use and possession of State equipment (as defined in the above referenced contract) for use in connection with another DHS agreement, Contractor agrees to promptly initiate arrangements to account for and return said equipment to DHS, at DHS'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 San Joaquin (Public Health Services)

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

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

DHS Distribution:    Accounting (Original)    Program

**Travel Reimbursement Information**

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 DPA lodging rates may be approved by DHS upon the receipt of a statement on/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 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 must be receipted. If contractor does not present receipts, lodging 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 exceeding the above amounts may be allowed with the advance approval of the Deputy Director of the Department of Health Service or his or her designee. Receipts are required. *Receipts from Internet lodging reservation services such as Priceline.com, which require prepayment to 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 DHS 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 are changed by the Department of Personnel Administration, no formal contract amendment will be required to incorporate the new rates. However, DHS shall inform the contractor, in writing, of the revised travel reimbursement rates.
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 or her car for transportation, the rate of pay will be 34 cents maximum per mile. If the contractor is a person with a disability who must operate a motor vehicle on official state business and who can operate only specially equipped or modified vehicles they may claim a rate of 37 cents per mile. If a contractor uses his or her 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.

Travel Reimbursement Guide

Length of travel period	This condition exists...	Allowable Meal(s)
Less than 24 hours	Travel begins at 6:00 a.m. or earlier and continues until 9:00 a.m. or later.	Breakfast
Less than 24 hours	<ul style="list-style-type: none"> <li>• Travel period ends at least one hour after the regularly scheduled workday ends, or</li> <li>• Travel period begins prior to or at 4:00 p.m. and continues beyond 7:00 p.m.</li> </ul>	Dinner
24 hours	Travel period is a full 24-hour period determined by the time that the travel period begins and ends.	Breakfast, lunch, and dinner
Last fractional part of more than 24 hours	Travel period is more than 24 hours and traveler returns at or after 8:00 a.m.	Breakfast
	Travel period is more than 24 hours and traveler returns at or after 2:00 p.m.	Lunch
	Travel period is more than 24 hours and traveler returns at or after 7:00 p.m.	Dinner

7. *At DHS' discretion, changes or revisions made by DHS to this exhibit, excluding travel policy 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 DHS program policy.*

Attachment B

Page 1

Regional Automated Immunization Information System Project

INVOICE

Request for Reimbursement

To: Fiscal Agent  
Regional Automated Immunization Information System Project  
P.O. Box 2009  
Stockton, CA 95201  
Attn: Bruce Cosby, Account Officer

From: \_\_\_\_\_

Re: Regional Automated Immunization Information System Project

Contract/MOU Number: \_\_\_\_\_

Billing Period: \_\_\_\_\_

Total Amount Billed This Invoice: \_\_\_\_\_

**Attachment B**

Page 2

**Itemized Budget Expenditure Report**  
**Regional Automated Immunization Information Project**

Invoiced Period: \_\_\_\_\_

Provider Name: \_\_\_\_\_

Contract / MOU Number: \_\_\_\_\_

Contract Period: \_\_\_\_\_

ITEMIZED BUDGET EXPENDITURE REPORT

Personnel :	Approved Budget	Previously Billed	Billed this Period	Total Billed To Date	Budget Balance
1.					
2.					
3.					
4.					
Subtotal:					
Fringe Benefits: ( %)					
Operating Expenses:					
1.					
2.					
3.					
4.					
5.					
Subtotal Operating:					
<b>TOTAL CHARGES:</b>					

Attachment C  
**BUDGET CHANGE REQUEST (SAMPLE)**  
Regional Automated Immunization Information System Project  
**JULY 1, 20XX - JUNE 30, 20XX**

<u>A. PERSONNEL SERVICES</u>	MONTHLY SALARY RANGE	PERCENT OF TIME	PRIOR AMOUNT APPROVED	EFFECTIVE 00/00/00 (date)	NEW APPROVED AMOUNT
1. Project Director	\$1,550 - \$1,750	66	\$13,004	\$(1,000)	\$12,004
2. Office Manager	1,275 - 1,495	26	4,644		4,644
3. Volunteer Coordinator	1,175 - 1,395	66	8,148		8,148
4. Health Educator A	1,275 - 1,495	66	6,038		6,038
5. Health Educator	1,275 - 1,475	15	2,476		2,476
<b>Subtotal Salary and Wages</b>			\$34,310	\$(1,000)	\$33,310
<b>Benefits at approximately 6% of salaries</b>			2,058	(60)	1,998
<b>Subtotal -- Personnel</b>			\$36,368	\$(1,060)	\$35,308
<b>B. OPERATING EXPENSES</b>					
1. Office Equipment Rental			\$ 10	\$ 106	\$ 116
2. Office Supplies			200	594	794
3. Equipment			150		150
4. Health Education Materials			100	360	460
5. Duplicating			150		150
6. Staff Development			50		50
7. Travel			300		300
8. Telephone			720		720
9. Postage			300		300
10. Bookkeeping			1,200		1,200
11.			418		418
<b>Subtotal -- Operating Expenses</b>			\$ 5,362	\$1,060	\$ 6,422
<b>TOTAL REQUEST</b>			\$ 41,730	-0-	\$ 41,730

Attachment D  
Regional Automated Immunization Information System Project

Contract No. \_\_\_\_\_

Agency Name: \_\_\_\_\_

PROGRESS REPORT

1. Report Period: Check appropriate

\_\_\_\_\_ July 1, 2005 - Dec. 31, 2005

\_\_\_\_\_ January 1, 2006 - June 30, 2006

II. Instructions:

A. Report Period: State the dates covered by this report.

B. Briefly state your progress toward reaching each of the activities and the evaluation measures for the contract period.

Example:

Objective #1.

Progress toward Activity:

Briefly report on Key Evaluation measures achieved.

Attachments supporting program activities should be included following this report. These can include meeting minutes/agendas, sign-in sheets, activity log, monthly activities forms, copies of surveys & reports, etc.

Certification by Project Director:

I affirm that the information presented in this report reflect the current status of the project to the best of my knowledge.

Project Director Signature: \_\_\_\_\_ Date: \_\_\_\_\_