

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

REGISTRATION NUMBER	AGREEMENT NUMBER 15-10268
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1. This Agreement is entered into between the State Agency and the Contractor named below:
- | | |
|--|---|
| STATE AGENCY'S NAME
California Department of Public Health | (Also referred to as CDPH or the State) |
| CONTRACTOR'S NAME
Santa Barbara / County Public Health Department | (Also referred to as Contractor) |
2. The term of this Agreement is: July 1, 2015 through June 30, 2019
3. The maximum amount of this Agreement is: \$ 67,068
Sixty-Seven Thousand, Sixty-Eight Dollars
4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of this Agreement.

Exhibit A – Scope of Work	29 pages
Exhibit B – Budget Detail and Payment Provisions	3 pages
Exhibit B – Attachment I- IV – Budget (Year 1 - 4)	4 pages
Exhibit C * – General Terms and Conditions	GTC 610
Exhibit D – Special Terms and Conditions	16 pages
Exhibit E – Additional Provisions	2 pages
Exhibit F – Contractor's Release	1 page
Exhibit G – Travel Reimbursement Information	3 pages

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

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



CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) Santa Barbara / County Public Health Department		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
STATE OF CALIFORNIA		<input type="checkbox"/> Exempt per:
AGENCY NAME California Department of Public Health		
BY (Authorized Signature) 	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Yolanda Murillo, Chief, Contracts Management Unit		
ADDRESS 1616 Capitol Avenue, Suite 74.317, MS 1802, PO Box 997377 Sacramento, CA 95899-7377		

Exhibit A
Scope of Work

1. Service Overview

The Contractor will implement evidence-based public health activities to proactively address Sexually Transmitted Diseases (STD) within the local health jurisdiction. Particular emphasis should be placed on the prevention and control of infectious syphilis, congenital syphilis, gonorrhea (GC), and chlamydia trachomatis (CT) infection.

Key strategic targets for STD prevention and control are: implementation of case-based surveillance; assurance of timely access to quality clinical services; verification of appropriate STD treatment; investigation of reported cases, unusual diseases, or outbreaks; identification of a STD patient's sexual and social network contacts and referral for examination and/or treatment to prevent further disease transmission or complications; and health education and health promotion activities to prevent STDs and enhance awareness of individuals at risk for STD, medical providers, and other service providers within the community.

2. Service Location

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

3. Service Hours

The services shall be primarily provided Monday through Friday, from 8:00 a.m. to 5:00 p.m. and include evenings, weekends, and holidays as needed.

4. Project Representatives

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

California Department of Public Health	Santa Barbara / County Public Health Department
<p>Matt Ayson Chief, Administrative Section STD Control Branch Telephone: (916) 552-9819 Fax: (916) 440-5106 Email: Matt.Ayson@cdph.ca.gov</p>	<p>Paige Batson Director of Disease Control & Prevention Programs/Public Health Nursing Telephone: (805) 681-5280 Fax: (805) 681-4069 Email: paige.batson@sbcphd.org</p>

Exhibit A
Scope of Work

B. Direct all inquiries to:

California Department of Public Health	Santa Barbara / County Public Health Department
STD Control Branch Attention: May Otow 1616 Capitol Avenue, MS 7320 P.O. Box 997377 Sacramento, CA 95899-7377 Telephone: (916) 552-9788 Fax: (916) 440-5112 Email: May.Otow@cdph.ca.gov	Lynn Fitzgibbons, M.D. STD Controller 345 Camino Del Remedio, Room 338 Santa Barbara, CA 93110 Telephone: (805) 681-5280 Fax: (805) 681-4069 Email: lynn.fitzgibbons@sbcphd.org

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. Subcontractors must comply with the State Contracting Manual Volume I, 3.17.2.D.

Exhibit A
Scope of Work

5. Services to be Performed

Part 1: Core STD Program Management

Goal: To provide local assistance funding to local health jurisdictions (LHJs) to build local infrastructure and workforce capacity to conduct STD surveillance and implement evidence-based, effective interventions to reduce the transmission and negative health effects of sexually transmitted infections. Core STD program management is focused on the prevention of CT, GC, and syphilis through health education; promotion and outreach; assurance of quality local STD clinical services; disease investigation; and policy development and communication.

Participating in Core STD Program Management Not participating in Core STD Program Management

The Contractor is responsible for completing the activities that have been selected by the placement of an "X" in the check box. A number of these activities are mandatory requirements for funding, indicated with an "X". Other activities are optional, based upon local program need and resources. Please indicate which of these additional activities your local health jurisdiction will pursue by placing an "X" in the appropriate check box. End-of-Year reports should be submitted to SIDLHJContracts@cdph.ca.gov by July 31 following the end of each fiscal year during the term of this contract. The report for the period of July 1, 2018 through June 30, 2019 will be due on June 30, 2019.

Activities		Performance Indicators/Deliverables <small>* = CDPH will provide biannual reports with indicator</small>	Timeline
I. Assure quality case-based surveillance for syphilis, GC, and CT.			
<input checked="" type="checkbox"/> A.	Adhere to all data security standards and guidelines in accordance with state and federal guidance. (Required activity).	Data security standards and guidelines are in compliance with state and federal guidance.	7/1/15 – 6/30/19
<input checked="" type="checkbox"/> B.	Provide case-based data to the California Department of Public Health (CDPH) through the use of the California Reportable Disease Information Exchange (CaREDIE). <i>If CaREDIE is not available, provide case-based data through other means per agreement between the local STD Control Officer and the STD Control Branch (STDCB) Chief of the Surveillance and Epidemiology Unit. (Required activity).</i>	Completion and closure of syphilis, GC, and CT cases diagnosed in January – June by August 30 of that year in CaREDIE*. Completion and closure of syphilis, GC, and CT cases diagnosed in July – December by February 28 of that year in CaREDIE*.	7/1/15 – 6/30/19 Semi-annual case closure

Exhibit A
Scope of Work

Activities	Performance Indicators/Deliverables * = CDPH will provide biannual reports with indicator	Timeline
<input checked="" type="checkbox"/> C. Assure completeness and accuracy of key variables through local review of surveillance reports and provider follow-up of select GC and early syphilis cases. (Required activity).	Proportion of GC and early syphilis cases with complete data for the following key variables in CaREDIE: <ul style="list-style-type: none"> • Treatment Date* • Medication and Dosage* • Race/Ethnicity* • Patient Address* • Provider Name and Address* • Gender of Sex Partners* • HIV Status* • Partner Treatment* Proportion of female syphilis cases with complete provider-confirmed pregnancy status*.	7/1/15 – 6/30/19
<input checked="" type="checkbox"/> D. Assure provider reporting of syphilis and GC cases in accordance with state regulations. (Required activity).	Case reporting by providers within 14 days of specimen collection for syphilis and GC*.	7/1/15 – 6/30/19
<input checked="" type="checkbox"/> E. Utilize case-based surveillance data through, at a minimum, routine examination of rates and trends by age, gender, race/ethnicity, and other key variables. (Required activity).	Description of activities will be included in the End-of-Year report.	7/1/15 – 6/30/19
<input checked="" type="checkbox"/> F. Conduct enhanced surveillance for all priority syphilis cases using medical record data and case interviews as necessary. (Required activity).	Completed interview records for enhanced surveillance on priority syphilis cases: <ul style="list-style-type: none"> • Early syphilis* • Congenital syphilis* Completion and closure of cases as described in I.B.	7/1/15 – 6/30/19 Semi-annual case closure
<input checked="" type="checkbox"/> G. Conduct enhanced surveillance on GC cases as part of an investigation of a strain with resistance or decreased susceptibility to antibiotics. (Required activity).	Completed interview records for CA-GISP-assigned GC cases*. Completion and closure of cases as described in I.B.	7/1/15 – 6/30/19 Semi-annual case closure

Exhibit A
Scope of Work

Activities	Performance Indicators/Deliverables <small>* = CDPH will provide biannual reports with indicator</small>	Timeline
<input type="checkbox"/> H. Conduct enhanced surveillance on GC cases as part of an outbreak or unusual occurrence investigation and/or as part of a geo-targeted assessment and intervention.	Completed interview records for GC cases*.	7/1/15 – 6/30/19
<input type="checkbox"/> I. Conduct enhanced surveillance on GC cases as part of the California Gonorrhea Surveillance System (CGSS 2.0).	Completion and closure of cases as described in I.B. Completed timely and CalREDIE-entered interview records for CGSS-sampled GC cases*. Completion and closure of cases as described in I.B.	Semi-annual case closure 7/1/15 – 6/30/19 Semi-annual case closure
II. Conduct health promotion activities for youth at risk of STDs to increase STD/sexual health awareness and conduct primary prevention.		
<input checked="" type="checkbox"/> A. Utilize STD data to define local priority populations and/or geographic areas for targeting health promotion efforts, with an emphasis on youth and underserved populations. (Required activity).	Description of activities will be included in the End-of-Year report.	7/1/15 – 6/30/19 Report due annually by 7/31
<input checked="" type="checkbox"/> B. Describe existing community resources and identify potential gaps related to STD prevention and education. (Required activity).	Description of activities will be included in the End-of-Year report.	7/1/15 – 6/30/19 Report due annually by 7/31
<input type="checkbox"/> C. Provide technical assistance, training, resources, and referrals to school districts and other school-based partners on delivering quality sexual health education and confidential sexual health services in accordance with state regulations. ¹	Description of activities will be included in the End-of-Year report.	7/1/15 – 6/30/19 Report due annually by 7/31
<input type="checkbox"/> D. Provide technical assistance and training for building capacity among youth-serving community-based organizations to ensure youth have access to medically accurate information, prevention tools, and sexual and reproductive health clinical services.	Description of activities will be included in the End-of-Year report.	7/1/15 – 6/30/19 Report due annually by 7/31
<input type="checkbox"/> E. Act as a local resource to plan and implement the California Youth Risk Behavioral Survey (YRBS) in CDC-selected schools (selection by CDC to be determined). Examples of this include contacting local school districts to encourage participation, promoting the survey with parent	Proportion of local schools participating in YRBS among schools selected for YRBS (number and locations vary between survey cycles, which occur every other year beginning in 2015).	Every other year, beginning in 2015.

Exhibit A
Scope of Work

Activities	Performance Indicators/Deliverables <small>* = CDPH will provide biannual reports with indicator</small>	Timeline
<p>and teacher groups, or having local staff trained to administer the survey in selected schools.</p>		
<p><input type="checkbox"/> F. Act as a local resource for school districts, partnering with CDPH on the Division of Adolescent Sexual Health (DASH)-funded activities.</p>	<p>Description of activities will be included in the End-of-Year report.</p>	<p>7/1/15 – 6/30/19 Report due annually by 7/31</p>
<p><input type="checkbox"/> G. Support local implementation and expansion of statewide health promotion activities, such as: implementing the "I Know" project (select LHJs only); recruiting new Condom Access Project (CAP) sites (minimum 3 per LHJ; maximums apply).¹</p>	<p>Description of activities will be included in the End-of-Year report, including the number of CAP sites and, if applicable, a description of "I Know" promotion activities and outcomes.</p>	<p>7/1/15 – 6/30/19 Report due annually by 7/31</p>
<p><input type="checkbox"/> H. Promote web-based sexual health promotion programs (e.g., Hook Up, Teensource.org, TalkWithYourKids.org) with local schools, parents, providers, community-based organizations, and other key stakeholders serving at-risk populations.¹</p>	<p>Description of activities will be included in the End-of-Year report, including methods of promoting resources.</p>	<p>7/1/15 – 6/30/19 Report due annually by 7/31</p>
<p><input type="checkbox"/> I. Utilize available promotional materials and outreach opportunities during STD Awareness Month (April) to promote the national Get Yourself Tested (GYT) campaign.¹</p>	<p>Description of activities will be included in the End-of-Year report.</p>	<p>7/1/15 – 6/30/17 Report due annually by 7/31</p>
<p>Optional: Place a checkmark in the box only if Contractor plans to subcontract. <input type="checkbox"/> J. Subcontract with community-based or other organizations to ensure success of core STD program functions (check box if conducting this activity).¹</p>	<p>Subcontract with community or other organizations, if needed.</p>	<p>7/1/15 – 6/30/19</p>

Exhibit A
Scope of Work

Activities		Performance Indicators/Deliverables <small>* = CDPH will provide biannual reports with indicator</small>		Timeline
III. Assure high quality STD screening and treatment services are available in the LHJ.				
<input checked="" type="checkbox"/>	A. Assess major sources of STD clinical care and characterized by patient census, clinic type (reference list to be provided by STDCB), and location and population served to identify potential gaps in access to STD services. (Required activity).	Description of activities will be included in the End-of-Year report.	7/1/15 – 6/30/19	Report due annually by 7/31
<input type="checkbox"/>	B. Assess quality of care among providers in high volume clinics or serving high morbidity areas including competency providing services to youth; diverse racial/ethnic groups; and lesbian, gay, bisexual, and transgender (LGBT) patients, as appropriate.	Description of activities will be included in the End-of-Year report. As applicable, description of: <ul style="list-style-type: none"> • STD screening practices • Adherence to STD treatment recommendations • Cultural competency to service at-risk groups 	7/1/15 – 6/30/19	Report due annually by 7/31
<input type="checkbox"/>	C. Work with the highest level of local clinic leadership for public and private providers in the community to establish policies related to clinical quality improvement (QI) activities focused on expanded screening, diagnosis, and presumptive treatment; public health reporting; timely and effective management; partner treatment; and repeat testing. Provide technical assistance related to implementation of clinical QI activities.	Description of activities will be included in the End-of-Year report, including tools and protocols that may be shared with other LHJs, as applicable	7/1/15 – 6/30/19	Report due annually by 7/31
<input type="checkbox"/>	D. Work with the highest level of local clinic leadership for public and private providers in the community, including STD clinic settings, to establish policies related to clinical QI activities focused on HIV screening among syphilis and gonorrhea cases.	Proportion of early syphilis cases with known HIV status (positive or tested negative within 30 days of STD diagnosis)*. Proportion of GC cases with known HIV status (positive or tested negative within 30 days of STD diagnosis)*.	7/1/15 – 6/30/19	Report due annually by 7/31
<input type="checkbox"/>	E. Establish protocols and implement provider feedback mechanisms for management of inadequate or delayed treatment.	Develop protocol to monitor provider treatment practices and for targeting interventions at low-performing providers.	7/1/15 – 6/30/19	

Exhibit A
Scope of Work

Activities	Performance Indicators/Deliverables * = CDPH will provide biannual reports with indicator	Timeline
<p><input type="checkbox"/> F. Implement public health detailing programs targeted to providers in high volume clinics or serving high morbidity areas (e.g., family planning settings, HIV care providers, Federally Qualified Health Centers, school-based health centers, obstetrics/gynecology offices, pediatric offices, family practice and primary care, and prenatal care providers). Programs may include training, dissemination of resources, and technical assistance.¹</p>	<p>For GC and early syphilis, proportion with recommended treatment documented in CalREDIE, and proportion who received recommended treatment within 7 days and within 14 days of specimen collection*.</p> <p>Description of activities will be included in the End-of-Year report.</p> <p>Measures include total number of provider visits/trainings, number and types of providers visited/trained, and number and types of resources disseminated.</p>	<p>7/1/15 – 6/30/19</p> <p>Report due annually by 7/31</p>
<p><input checked="" type="checkbox"/> G. Monitor quality of local health department STD clinical services including screening rates, treatment, HIV testing of STD cases, partner referral/treatment, epidemiologic treatment of Disease Intervention Specialist (DIS)-referred contacts, and repeat testing rates. (Required activity for local health jurisdictions with health department based STD clinical services.)</p>	<p>Description of activities will be included in the End-of-Year report.</p> <p>Percent of patients diagnosed with GC and early syphilis in STD clinics who were tested for HIV within 30 days prior to or after STD diagnosis*.</p> <p>Percent of those tested (above) who are newly-diagnosed as HIV-infected*.</p> <p>Proportion of GC cases that are retested in 3 months.</p>	<p>7/1/15 – 6/30/19</p> <p>Report due annually by 7/31</p>
<p><input type="checkbox"/> H. Monitor quality of local health department STD clinical services, including linkage to HIV care for newly identified patients with HIV and re-engagement in HIV care for those out of care.</p>	<p>Description of activities will be included in the End-of-Year report.</p> <p>Percent of those newly diagnosed (above) who are linked to HIV care within 90 days of the date of HIV test*.</p>	<p>7/1/15 – 6/30/19</p> <p>Report due annually by 7/31</p>

Exhibit A
Scope of Work

Activities	Performance Indicators/Deliverables * = CDPH will provide biannual reports with indicator	Timeline
<input type="checkbox"/> I. Assess availability of and promote or provide patient-delivered partner therapy (PDPT) for patients diagnosed with CT/GC.	Description of activities will be included in the End-of-Year report.	7/1/15 – 6/30/19 Report due annually by 7/31
Optional: Place a checkmark in the box only if Contractor plans to subcontract.	Subcontract with community or other organizations, if needed.	7/1/15 – 6/30/19
<input type="checkbox"/> J. Subcontract with community-based or other organizations to ensure success of core STD program functions (check box if conducting this activity). ¹		
IV. Conduct disease intervention activities, including partner services, for priority STDs to prevent further transmission in the community or from mother-to-child.		
<input checked="" type="checkbox"/> A. Process incoming syphilis reactors to determine prioritization for public health action, conduct record searching, and data entry. (Required activity).	Median number of days between report and initiation of reactors, stratified by priority alert value.	7/1/15 – 6/30/19
<input checked="" type="checkbox"/> B. For priority syphilis reactors (Alert codes red and orange): Contact providers and patients, as needed, to verify diagnosis and treatment and refer untreated patients to care. For females of child-bearing age (ages 15-44) with reactive serological tests, determine pregnancy status and assure timely and appropriate treatment. (Required activity).	Proportion of early syphilis cases, stratified by gender, treated within 14 days of specimen collection*. Proportion of female syphilis cases with complete provider-confirmed pregnancy status*. Proportion of pregnant females with syphilis treated greater than 30 days prior to delivery*.	
<input checked="" type="checkbox"/> C. For early syphilis cases with unknown or negative HIV status: Conduct confirmation of HIV status or facilitation of HIV testing and linkage or re-engagement to care. (Required activity).	Proportion of early syphilis cases with documented HIV test within 30 days before or after syphilis diagnosis*. Of those early syphilis cases tested and newly diagnosed with HIV from above, proportion with a confirmed HIV care medical visit within 90 days of HIV test*.	7/1/15 – 6/30/19

Exhibit A
Scope of Work

Activities	Performance Indicators/Deliverables <small>* = CDPH will provide biannual reports with indicator</small>	Timeline
<p><input checked="" type="checkbox"/> D. For early syphilis cases that are HIV-infected: Confirm engagement in HIV care or facilitate re-engagement to care. (Required activity).</p>	<p>Proportion of early syphilis/HIV co-infected cases with confirmation of current HIV medical care visit*.</p> <p>Of patients who are known to be HIV-infected and are out of HIV care, proportion who are re-engaged in care through confirmed HIV care medical visit within 90 days of STD diagnosis*.</p>	<p>7/1/15 – 6/30/19</p>
<p><input checked="" type="checkbox"/> E. For <i>all</i> early syphilis cases: Conduct client interview and case management including collection of medical information and client risk information; risk reduction counseling; elicitation of sexual and social network partners; and referral for other services as relevant. (Required activity).</p>	<p>Proportion of early syphilis cases interviewed within 14 and 30 days of specimen collection*.</p> <p>Proportion of early syphilis cases interviewed with at least one partner initiated for notification of exposure*.</p>	<p>7/1/15 – 6/30/19</p>
<p><input checked="" type="checkbox"/> F. For partners of <i>all</i> early syphilis cases: Assure testing and appropriate treatment of sexual and social network partners including notification of exposure to syphilis and HIV and facilitate STD and HIV testing, treatment and linkage or re-engagement to HIV care, as relevant. (Required activity).</p>	<p>Proportion of initiated partners of early syphilis cases that are:</p> <ul style="list-style-type: none"> • Newly tested for syphilis (among initiated partners)*. • Preventative/prophylactic treated within 14 days of test (among syphilis tested above with negative test and recent exposure)*. • Newly diagnosed with syphilis (among syphilis tested above)*. • Confirmed syphilis treatment within 14 days of syphilis test (among newly diagnosed above)*. • Newly tested for HIV (among initiated partners)*. • Newly identified HIV positive (among HIV tested above)*. • Confirmed HIV medical care visit within 90 days of HIV test (among newly diagnosed with HIV)*. • Re-engaged in care through confirmed HIV care medical visit within 90 days of STD test/diagnosis (among initiated partners) 	

Exhibit A
Scope of Work

Activities	Performance Indicators/Deliverables * = CDPH will provide biannual reports with indicator	Timeline
<p><input checked="" type="checkbox"/> G. For early syphilis cases among females of child-bearing age (ages 15-49): In addition to interview and case management, provide partner services to assure testing and appropriate treatment of partners. (Required activity).</p>	<p>known to be HIV-infected and out of HIV care)*.</p> <p>Proportion of female syphilis cases ages 15-49 with at least one partner who was:</p> <ul style="list-style-type: none"> • Preventative/prophylactic treated within 14 days of test (among syphilis tested above with negative test and recent exposure)*. • Treated as a new case of syphilis within 30 days before or after specimen collection of the original patient*. 	<p>7/1/15 – 6/30/19</p>
<p><input checked="" type="checkbox"/> H. For congenital syphilis cases: Contact provider to assure needed clinical evaluation, case reporting, and correct treatment. Involve subject matter experts, as needed. (Required activity).</p>	<p>Proportion with appropriate case management documentation (e.g., congenital syphilis case report) and documented treatment, where appropriate*.</p> <p>Proportion of confirmed and probable congenital syphilis cases where neonate was</p> <ul style="list-style-type: none"> • Appropriately medically evaluated within 14 days • Appropriately treated within 14 days* 	<p>7/1/15 – 6/30/19</p>
<p><input checked="" type="checkbox"/> I. Conduct follow-up for suspected drug-resistant GC cases: Known or suspected treatment failures and/or decreased susceptibility to treatment (i.e., high MIC). (Required activity).</p>	<p>Number and proportion of cases with suspected treatment failures that were interviewed.</p> <p>Number and proportion of cases with high MICs that were interviewed and brought to care for test-of-cure.</p>	<p>7/1/15 – 6/30/19</p>
<p><input type="checkbox"/> J. Conduct follow up for selected GC cases: Persons with increased risk of transmission (e.g., repeat cases, HIV- infected cases) and/or pregnant females.</p>	<p>Proportion of GC cases that are retested in 3 months.</p> <p>Number and proportion of GC cases with documented GC testing and/or appropriate treatment for at least one partner.</p>	<p>7/1/15 – 6/30/19</p>

Exhibit A
Scope of Work

Activities	Performance Indicators/Deliverables <small>* = CDPH will provide biannual reports with indicator</small>	Timeline
<input type="checkbox"/> K. Conduct follow-up for selected GC cases: Persons located in geo-targeted areas with concentrated morbidity.	Proportion of initiated partners of GC/HIV co-infected cases that are: <ul style="list-style-type: none"> • Newly tested for HIV • Newly identified HIV positive • Confirmed linkage to HIV care within 90 days of HIV-positive test* 	7/1/15 – 6/30/19
<input checked="" type="checkbox"/> L. Conduct disease investigation for clusters or outbreaks of less common STDs, such as chancroid or lymphogranuloma venereum (LGV). (Required activity).	Number and proportion of GC cases interviewed from geo-targeted locations. Number and proportion of GC cases with at least one partner was tested and/or treated appropriately for GC.	7/1/15 – 6/30/19 as needed Report due annually by 7/31
<input checked="" type="checkbox"/> M. Ensure data entry in CalREDIE to reflect disease intervention and partner services activities for syphilis, GC, and other STDs determined a priority for public health action. <ol style="list-style-type: none"> 1. Enter client level demographic, laboratory, clinical, and case investigation activities on relevant CalREDIE systems tabs. 2. Enter client interview records with enhanced surveillance data, including syphilis interview record and CGSS provider report and patient interview forms. 3. Enter congenital syphilis case report forms, according to guidance and algorithm. 4. Enter sexual and social network partner information and investigation/notification outcomes. (Required activity). 	Description of activities will be included in the End of Year Report. Completion and closure of case report forms, interview records, and partner investigation outcomes in CalREDIE*.	7/1/15 – 6/30/19 Ongoing data entry Case closures as described in I.B.

Exhibit A
Scope of Work

Activities	Performance Indicators/Deliverables * = CDPH will provide biannual reports with indicator	Timeline
<p>V. Assure that local STD policies and communications are effective.</p>		
<p><input checked="" type="checkbox"/> A. Promote the presence, relevancy, and accuracy of webpage(s) on health department website with data, links to provider resources, and sexual and reproductive health education materials. (Required activity).</p>	<p>Presence on website, social media, etc.</p>	<p>7/1/15 – 6/30/19</p>
<p><input checked="" type="checkbox"/> B. Identify and respond to opportunities to educate community partners, policy makers, and the media. (Required activity).</p>	<p>Description of activities will be included in the End-of-Year report.</p>	<p>7/1/15 – 6/30/19 Report due annually by 7/31</p>
<p><input checked="" type="checkbox"/> C. Participate in relevant community coalitions focused on sexual health. (Required activity).</p>	<p>Description of activities will be included in the End-of-Year report.</p>	<p>7/1/15 – 6/30/19 Report due annually by 7/31</p>
<p>Optional: Place a checkmark in the box only if Contractor plans to subcontract.</p> <p><input type="checkbox"/> D. Subcontract with community-based or other organizations to ensure success of core STD program functions (check box if conducting this activity).</p>	<p>Subcontract with community or other organizations, if needed.</p>	<p>7/1/15 – 6/30/19</p>

Exhibit A
Scope of Work

Part 2: Gonococcal Isolate Surveillance Project (GISP)

- Goal 1:** Monitor antimicrobial susceptibility of strains of *Neisseria gonorrhoea* in California.
Goal 2: Ensure timely follow up for cases with reduced susceptibility to antibiotic therapy.

Participating in GISP Not participating in GISP

The Contractor is responsible for completing all GISP activities as outlined below within the term of the contract. Specimens and reports should be submitted directly to the Centers for Disease Control and Prevention (CDC).

Activities	Performance Indicators or Deliverables <small>* = CDPH will provide biannual reports with indicator</small>	Timeline
I. Provide specimens for GISP to monitor trends in antimicrobial susceptibility of strains of <i>Neisseria gonorrhoea</i>. Collect and submit 25 <i>Neisseria gonorrhoea</i> culture specimens and patient demographic and clinical data per month, per GISP protocols.	Number of <i>N. gonorrhoea</i> cultures submitted to CDC, per month.	7/1/15 – 6/30/19
II. Provide case management for alert values. Conduct follow-up for GC cases with alert values or reduced susceptibility to treatment (i.e., high MIC).	Number and proportion of cases with high MICs that were interviewed and brought to care for test-of-cure, per CA-GISP protocol.	7/1/15 – 6/30/19

Exhibit A
Scope of Work

Part 3: Chlamydia and Gonorrhea Screening Project (ClaSP)

Goal: Facilitate the implementation of CT and GC screening and treatment programs for high-risk adolescent females in juvenile justice facilities.

Participating in ClaSP Not participating in ClaSP

The Contractor is responsible for completing all ClaSP activities as outlined below within the term of the contract. Quarterly reports should be submitted to clasp@cdph.ca.gov within 30 days of the end of each quarter.

Activities	Performance Indicators/Deliverables <small>* - CDPH will provide biannual reports with indicator</small>	Timeline
I. Screen and treat female bookings in juvenile justice facilities.		
A. Provide CT/GC screening to all eligible females at juvenile justice sites at intake (or within 48 hours).	Proportion of detainees screened within 48 hours of booking. Benchmark is 80%; if <80%, improvements must exceed 2% per year.	7/1/15 – 6/30/19
B. Ensure rapid notification of positive test results and provide appropriate and expedient treatment. For those testing positive that are released prior to treatment, ensure rapid follow-up and appropriate referral.	Proportion of detainees treated within 14 days of test date. Benchmark is 90%. Proportion of detainees with documentation of treatment in the facility.	7/1/15 – 6/30/19
Optional:	Subcontract with other organizations, if needed.	7/1/15 – 6/30/19
<input type="checkbox"/> C. Subcontract with the juvenile justice center(s) or other appropriate organizations to enhance program activities.		
II. Provide accurate, complete, and timely data to CDPH.		
A. Collect all data elements delineated in the data dictionary for CT and GC screening and treatment activities.	Data reports submitted electronically to the ClaSP Coordinator.	7/1/15 – 6/30/19 Reports due within 30 days of the end of each quarter

Exhibit A
Scope of Work

Activities	Performance Indicators/Deliverables * = CDPH will provide biannual reports with indicator	Timeline
III. Participate in program improvement activities.		
A. Identify a project manager who is responsible for the coordination and implementation of this project.	Inclusion in quarterly reports.	7/1/15 – 6/30/19 Reports due within 30 days of the end of each quarter
B. Collaborate with ClaSP Project Manager in the planning and coordination of site visits to local juvenile justice centers to assess ClaSP project and identify opportunities for improvement and best practice models.	Outcome of site visits will be documented in quarterly reports.	7/1/15 – 6/30/19
C. Attend ClaSP project teleconferences and the annual in-person meeting, as scheduled; participate in committees and workgroups; and assist in planning meetings, as requested. Locations and dates will be determined at a later date and provided to attendees in advance of the meetings.	Conference calls and meetings attended, as requested.	7/1/15 – 6/30/19
Optional: Place a checkmark in the box only if Contractor plans to subcontract and specify activities to be performed. <input type="checkbox"/> D. Subcontract with the juvenile justice center(s) or other appropriate organizations to enhance program activities.	Subcontract with other organizations, if needed.	7/1/15 – 6/30/19

Exhibit A
Scope of Work

Part 4: Jail STD Screening Project

Goal: Facilitate the implementation of CT and GC screening and treatment programs for females up to age 35 in adult county jails.

- Participating in Jail STD Screening Project Not participating in Jail STD Screening Project

The Contractor is responsible for completing all Jail STD Screening Project activities as outlined below within the term of the contract. Quarterly reports should be submitted to stdcorrections@cdph.ca.gov within 30 days of the end of each quarter.

Activities	Performance Indicators/Deliverables <small>* = CDPH will provide biannual reports with indicator</small>	Timeline
I. Implement CT/GC screening for booked females age 35 and under in designated jail facilities.		
A. Provide CT/GC screening to females up to age 35 at designated adult jail facilities.	Proportion of eligible detainees screened within 48 hours of booking.	7/1/15 – 6/30/19
B. Ensure that CT/GC specimens are delivered to designated project-affiliated public health lab in a timely manner.	Not applicable (N/A) – not part of this contract; content intentionally omitted.	7/1/15 – 6/30/19
C. Ensure rapid notification of positive test results and provide appropriate and expedient treatment. For those testing positive that are released prior to treatment, ensure rapid follow-up and appropriate referral.	Proportion of detainees treated and time until treatment.	7/1/15 – 6/30/19
Optional: <input type="checkbox"/> D. Subcontract with the adult jail facility, sheriff's department, correctional health agency, or other organizations to ensure feasibility of the pilot (check box if conducting this activity).	Subcontract with other organization, if needed.	7/1/15 – 6/30/19

Exhibit A
Scope of Work

Activities		Performance Indicators/Deliverables <small>* = CDPH will provide biannual reports with indicator</small>		Timeline
II. Provide accurate, complete, and timely data to CDPH.				
A.	Collect all data elements delineated in the data dictionary for CT and GC screening and treatment activities.	Data reports submitted electronically to the Jail STD Screening Project Coordinator.	7/1/15 – 6/30/19 Data due within 30 days of the end of each quarter	
III. Participate in program implementation and quality improvement activities.				
A.	Identify a project manager who is responsible for the coordination and implementation of this pilot project.	Inclusion in quarterly reports.	Reports due within 30 days of the end of each quarter	
B.	Participate in and plan site visitations from the State Jail Screening Project Manager, as needed.	Site visits attended, if applicable.	7/1/15 – 6/30/19	
C.	Attend meetings and conference calls, as scheduled; participate in committees and workgroups; and assist in planning meetings, as requested.	Meetings and conference calls attended, as requested.	7/1/15 – 6/30/19	
D.	Participate in project-related interviews or surveys, as requested, to assist State staff in determining barriers and facilitators to project implementation, feasibility of expanding the project, and other project-related evaluation needs.	Quarterly program improvement updates Survey responses submitted, as requested	7/1/15 – 6/30/19 Reports due within 30 days of the end of each quarter	
Optional:		Subcontract with other organization, if needed	7/1/15 – 6/30/19	
<input type="checkbox"/> E. Subcontract with the adult jail facility, sheriff's department, correctional health agency, or other organizations to ensure feasibility of the pilot (check box if conducting this activity).				

Exhibit A
Scope of Work

Part 5: STD/Human Immunodeficiency Virus (HIV) Service Integration

- Goal 1:** Improve HIV screening and prevention among STD cases.
Goal 2: Improve STD screening and management among HIV-infected clients.

Participating in STD/HIV Service Integration Not participating in STD/HIV Service integration

The Contractor is responsible for completing all STD/HIV Service Integration activities as outlined below. End-of-Year reports should be submitted to the STDLHJContracts@cdph.ca.gov by July 31 following the end of each fiscal year during the term of this contract. The report for the period of July 1, 2018 through June 30, 2019 will be due on June 30, 2019.

Activities	Performance Indicators/Deliverables * = CDPH will provide biannual reports with indicator	Timeline
I. Among STD patients, increase diagnosis of new HIV, increase linkage to care, and increase re-engagement in care.		
A. Determine HIV status of early syphilis and GC cases using medical records, local registries, or client self-report.	Proportion of early syphilis and GC cases with documented HIV status*.	7/1/15 – 6/30/19
B. For HIV negative clients or persons with unknown HIV status, offer or ensure HIV testing.	Proportion of patients who are tested for HIV within 30 days before or after the date of specimen collection for GC or early syphilis at STD clinics*. Of patients tested for HIV, proportion of patients who are newly diagnosed with HIV*.	7/1/15 – 6/30/19
C. For known HIV infected clients, ensure that they are currently receiving HIV care. If not in care, use existing infrastructure to re-engage those patients with the HIV care system within 90 days of STD test date. Confirm re-engagement in HIV care using a documented HIV care visit or related laboratory test (i.e., viral load or CD4).	Of patients who are known to be HIV-infected and are out of HIV care, proportion who with confirmed re-engagement in care within 90 days of STD test date*.	7/1/15 – 6/30/19
D. For clients newly diagnosed with HIV, use existing infrastructure to link those patients to HIV care within 90 days of the HIV test. Confirm linkage to care using a documented HIV care visit or related laboratory test (i.e., viral load or CD4).	Of those patients who are newly diagnosed with HIV, proportion with a confirmed linkage to care within 90 days of HIV test*.	7/1/15 – 6/30/19

Exhibit A
Scope of Work

Activities	Performance Indicators/Deliverables * = CDPH will provide biannual reports with indicator	Timeline
<p>II. Among STD patients assure access to partner services, HIV prevention, and quality clinical management.</p>		7/1/15 – 6/30/19
<p>A. Offer partner services for clients co-infected with HIV and early syphilis or GC, using an integrated partner services approach.</p>	<p>Proportion of initiated partners of <u>early syphilis</u>/HIV co-infected cases who are newly diagnosed with HIV infection within 60 days of index case's syphilis specimen collection, among those who are not already known to be HIV-infected*.</p> <p>Proportion of HIV-infected cases from above with a confirmed HIV care medical visit within 90 days of HIV test*.</p> <p>Proportion of initiated partners of GC/HIV co-infected cases who are newly diagnosed with HIV infection within 60 days of index case's syphilis specimen collection, among those who are not already known to be HIV-infected*.</p> <p>Proportion of HIV-infected cases from above with a confirmed HIV care medical visit within 90 days of HIV test*.</p>	
<p>B. Assure targeted HIV prevention for HIV-uninfected men having sex with men (MSM) (e.g., those diagnosed with rectal GC). Examples of HIV prevention activities include post-exposure prophylaxis (PEP), pre-exposure prophylaxis (PrEP), High Impact Behavioral Counseling (HIBC), and risk-reduction counseling.</p>	<p>Description of protocols will be included in the End-of-Year reports.</p>	Report due annually by 7/31
<p>C. Assure quality clinical management of STD cases, including adequate treatment, repeat STD or HIV testing, and any needed ongoing follow-up.</p>	<p>Description of assurance activities will be included in the End-of-Year reports.</p>	Report due annually by 7/31
<p>Optional: Place a checkmark in the box only if Contractor plans to subcontract and specify activities to be performed.</p> <p><input type="checkbox"/> D. Subcontract with community-based or other organizations to ensure success of STD/HIV Service Integration activities (check box if</p>	<p>Subcontract with community-based or other organizations, if needed.</p>	7/1/15 – 6/30/19

Exhibit A
Scope of Work

Activities	Performance Indicators/Deliverables * = CDPH will provide biannual reports with indicator	Timeline
conducting this activity).		
III. Among partners of STD cases, increase diagnosis of new HIV, increase linkage to care and increase re-engagement in care.		
A. Determine HIV status of partners of HIV-infected early syphilis and GC cases using clinic records, local registries, or partner self-report.	Same indicators as I.A.	7/1/15 – 6/30/19
B. For HIV negative partners or partners with unknown HIV status, offer or ensure HIV testing.	Same indicators as I.B.	7/1/15 – 6/30/19
C. For HIV infected partners, ensure clients are receiving HIV care. If not in care, use existing infrastructure to re-engage partners with the HIV care system. Confirm re-engagement by a documented HIV care medical visit or related laboratory test (i.e., viral load or CD4).	Same indicators as I.C.	7/1/15 – 6/30/19
D. For partners newly diagnosed with HIV, use existing infrastructure to link those patients to HIV care within 90 days of the HIV test. Confirm linkage to care using documented HIV care visit or related laboratory test (i.e., viral load or CD4).	Same indicators as I.D.	7/1/15 – 6/30/19
IV. Assure quality STD screening and management for HIV-infected clients.		
A. Assess STD screening in HIV care settings. Priority STD screening includes: (1) syphilis; (2) rectal, pharyngeal, and urethral GC, and (3) rectal and urethral CT.	Proportion of MSM receiving clinical care at high volume HIV care providers tested at least once for syphilis in the past year. Proportion of MSM receiving clinical care at high volume HIV care providers tested at least once for rectal GC in the past year (if data available).	7/1/15 – 6/30/19
B. Implement interventions to improve routine STD screening in HIV care settings. CDC recommends at least annual STD testing for MSM, with increased testing (3-6 months) for MSM at higher risk.	Description of activities will be included in the End-of-Year report.	7/1/15 – 6/30/19 Report due annually by 7/31

Exhibit A
Scope of Work

Performance Indicators/Deliverables		Timeline
Activities	* = CDPH will provide biannual reports with indicator	
C.	Assure quality clinical management of STD/HIV co-infected cases, including adequate treatment and repeat testing. Additional management activities may include Prevention with Positives, HIBC, and risk-reduction counseling.	Description of activities will be included in the End-of-Year report. 7/1/15 – 6/30/19 Report due annually by 7/31
D.	Assure timely public health reporting and referral for partner services, including HIV Partner Services.	Case reporting by providers within 7 days of specimen collection for syphilis and GC*. 7/1/15 – 6/30/19
	Optional: Place a checkmark in the box only if Contractor plans to subcontract and specify activities to be performed. <input type="checkbox"/> E. Subcontract with community-based or other organizations to ensure success of STD/HIV Service Integration activities (check box if conducting this activity). ¹	Subcontract with community-based or other organizations, if needed. 7/1/15 – 6/30/19
V. Participate in program implementation, evaluation, and quality improvement activities.		
A.	Identify a project manager who is responsible for the coordination and implementation of this pilot project.	Inclusion in the End-of-Year report. 7/1/15 – 6/30/19 Report due annually by 7/31
B.	Participate in and plan site visitations from the PCSI Coordinator, as needed.	Site visits attended, if applicable. 7/1/15 – 6/30/19
C.	Attend meetings and conference calls, as scheduled; participate in committees and workgroups; and assist in planning meetings, as requested.	Meetings and conference calls attended, as requested. 7/1/15 – 6/30/19
D.	Participate in project-related key-informant interviews or surveys, as requested, to assist STD Control Branch staff in determining barriers and facilitators to project implementation, feasibility of expanding the project, and other project-related evaluation needs.	Description of barriers and facilitators will be included in the End-of-Year report. Participation in key informant interviews, as requested. 7/1/15 – 6/30/19 Report due annually by 7/31
E.	Participate in a time-motion study to assess personnel costs of implementing linkage to care and re-engagement with care activities.	Survey responses submitted, as requested. Completion and submission of time-motion study logs. Once during contract period (7/1/15-6/30/19)

Exhibit A
Scope of Work

Activities	Performance Indicators/Deliverables <small>* = CDPH will provide biannual reports with indicator</small>	Timeline
<p>Optional: Place a checkmark in the box only if Contractor plans to subcontract and specify activities to be performed.</p> <p><input type="checkbox"/> F. Subcontract with community-based or other organizations to ensure success of STD/HIV Service Integration activities (check box if conducting this activity).</p>	Subcontract with community-based or other organizations, if needed.	7/1/15 – 6/30/19

Part 6: Chlamydia Screening Quality Improvement in Primary Care (CT QI Project and Evaluation)

- Goal 1:** Improve chlamydia screening among young women within the primary care setting.
Goal 2: Evaluate effectiveness of CT QI project efforts.

- Participating in CT QI Project Not participating in CT QI Project

The Contractor is responsible for completing all CT QI Project activities as outlined below. End-of-Year reports should be submitted to the SIDLHJContracts@cdph.ca.gov by July 31 following the end of each fiscal year during the term of this contract. The report for the period of July 1, 2018 through June 30, 2019 will be due on June 30, 2109.

Activities	Performance Indicators or Deliverables <small>* = CDPH will provide biannual reports with indicator</small>	Timeline
I. Support CT QI efforts within partnering health plans and primary care provider groups serving LHJ.		
A. Identify a project manager who will provide dedicated time, as per the percent FTE identified and funded in budget, to the coordination and implementation of this project.	Inclusion in the End-of-Year report.	7/1/15 – 6/30/19
B. Participate in and plan site visitations with STDCB and their partners, as needed.	Site visits attended, if applicable.	7/1/15 – 6/30/19
C. Attend CT QI project meetings and conference calls, as scheduled; and assist in planning meetings, as requested.	Meetings and conference calls attended, as requested.	7/1/15 – 6/30/19

Exhibit A
Scope of Work

Activities		Performance Indicators/Deliverables <small>* = CDPH will provide biannual reports with indicator</small>		Timeline
D.	Promote CT QI to local Medi-Cal Managed Care (MMC) plans through standing quarterly meetings and commercial health plans through other outreach efforts.	Number of health plans (Medi-Cal Managed Care, Commercial) contacted; number of meetings/calls; and meeting minutes with attendees, titles, and action items	Number of plans requesting TA/resources; description of resources and TA provided.	7/1/15 – 6/30/19
E.	As requested by plans and STDCB, partner with STDCB and their partners to create resources and provide technical assistance (TA) to health plans that request CT QI support.			7/1/15 – 6/30/19
F.	Collaborate with STDCB partners to provide ongoing CT QI TA through a minimum of quarterly consultative meetings and provider visitation, to each Federally Qualified Health Center (FQHC) clinic site serving LHJs and participating in the project.	Number of FQHC organizations and clinic sites participating; number of consultative meetings per site; number of provider visits per site; and meeting/visit notes with attendees, titles, and action items.		7/1/15 – 6/30/19
G.	Collaborate with STDCB partners to provide ongoing CT QI TA through a minimum of quarterly consultative meetings and provider visitation, to each pediatric practice group (PPG) site serving LHJ and participating in the project.	Number of PPG organizations and clinic sites participating; number of consultative meetings per site; number of provider visits per site; and meeting/visit notes with attendees, titles, and action items.		7/1/15 – 6/30/19
II. Assist in the implementation of a formal evaluation to assess the effectiveness of CT QI efforts within the LHJ.				
A.	Coordinate a County Stakeholder Advisory Committee (SAC) made up of 10-15 community clinicians, health plans, and other stakeholders to advise on CT QI program and evaluation activities, in collaboration with STDCB partners.	Number and dates of SAC meetings held; number of participants; meeting minutes with attendee names, titles, and organizations represented; and recommendations and action steps.		First committee meeting to be held by 12/31/15; quarterly meetings following through 6/30/19
B.	Assist STDCB and their partners in the annual collection of qualitative and quantitative data from CT QI participating health plans, FQHCs and PPGs in the LHJ, including: chart abstraction (if needed), key informant interviews, and staff surveys.	Number of participating sites where evaluation data was collected; number of charts abstracted from each site; number of key informant interviews performed at each site; number of staff surveys collected from each site. All data collected through these mechanisms.		7/1/15 – 6/30/19

Exhibit A
Scope of Work

Activities	Performance Indicators/Deliverables <small>* = CDPH will provide biannual reports with indicator</small>	Timeline
C. Assist STDCB and their partners with the coordination and facilitation of at least two (one pediatric and one community health center) focus groups involving primary care providers/QI leads from the broader LHH clinical community, to be performed in 2016 and repeated in 2018.	Number of focus groups held; number of participants; and all focus group notes.	First focus groups completed by 9/30/16; 2 nd completed by 6/30/17

Part 7: GC Outbreak Response in Small Jurisdictions

Goal: Increase local STD Control Program infrastructure to reduce the transmission of GC.

- Participating in GC Outbreak Response Not participating in GC Outbreak Response

The Contractor is responsible for completing GC Outbreak Response in Small Jurisdictions as outlined below. The Contractor must select at least one activity based upon local program need and resources. Please indicate which of these activities your local health jurisdiction will pursue by placing an "X" in the appropriate box. End-of-Year reports should be submitted to STDLHJContracts@cdph.ca.gov by July 31 following the end of each fiscal year during the term of this contract. The report for the period of July 1, 2018 through June 30, 2019 will be due on June 30, 2019.

Activities	Performance Indicators or Deliverables <small>* = CDPH will provide biannual reports with indicator</small>	Timeline
I. Characterize GC epidemiology through surveillance. <input type="checkbox"/> A. Assure quality case-based surveillance for GC through triage and processing of GC laboratory reports and confidential morbidity reports, and data entry into CALREDIE.	Proportion of GC case reporting by providers within 14 days of specimen collection for GC*. Completion and closure of GC cases diagnosed in January – June by August 30 of that year, in CalREDIE*. Completion and closure of GC cases diagnosed in July – December by February 28 of that year, in CalREDIE*.	7/1/15 – 6/30/19

Exhibit A
Scope of Work

Activities		Performance Indicators or Deliverables <small>* = CDPH will provide biannual reports with indicator</small>		Timeline	
<input type="checkbox"/>	B. Conduct enhanced surveillance on GC cases as part of the California Gonorrhea Surveillance System (CGSS 2.0).	Completed interview records for CGSS-sampled GC cases*	7/1/15 – 6/30/19	Semi-annual case closure	7/1/15 – 6/30/19
<input type="checkbox"/>	C. Conduct enhanced surveillance for additional GC cases as part of an outbreak or unusual occurrence investigation and/or as part of a geo-targeted assessment and intervention.	Proportion of GC cases with completed interview records in CalREDIE*.	7/1/15 – 6/30/19	Semi-annual case closure	7/1/15 – 6/30/19
II. Assure quality clinical care for GC patients.					
<input type="checkbox"/>	A. Provide consultation, training and technical assistance to clinics with a high-volume of GC cases on GC case management. ¹	Description of activities will be included in the End-of-Year report, please include: <ul style="list-style-type: none"> Number and type of clinics and staff members who received consultation, technical assistance, or training and activities conducted. 	7/1/15 – 6/30/19	Report due annually by 7/31	7/1/15 – 6/30/19
<input type="checkbox"/>	B. Promote high-volume clinic's availability and use of expedited partner therapy (EPT) for partners who may not seek clinical care, including providing medication to clinics for use in PDPT.	Description of activities will be included in the End-of-Year report, please include: <ul style="list-style-type: none"> Number and proportion of high volume clinics initiating or expanding use of EPT. Number and proportion of all outbreak-associated GC cases that used PDPT by treatment type and dose. 	7/1/15 – 6/30/19	Report due annually by 7/31	7/1/15 – 6/30/19
<input type="checkbox"/>	C. Assure quality clinical management of GC cases, including adequate treatment, repeat testing, and any needed ongoing follow-up.	Description of activities will be included in the End-of-Year report, please include: <ul style="list-style-type: none"> Number and proportion of outbreak-associated GC cases that were treated according to current CDC regimens by treatment type and dose. Number and proportion of outbreak-associated GC cases that were re-tested in 3 months. 	7/1/15 – 6/30/19	Report due annually by 7/31	7/1/15 – 6/30/19

Exhibit A
Scope of Work

Activities		Performance Indicators or Deliverables <small>* = CDPH will provide biannual reports with indicator</small>		Timeline	
<p>Optional: Place a checkmark in the box only if Contractor plans to subcontract and specify activities to be performed.</p> <p><input type="checkbox"/> D. Subcontract with community-based or other organizations to ensure successful GC Outbreak Response (check box if conducting this activity).</p>		<p>Subcontract with community-based or other organizations, if needed.</p>		<p>7/1/15 – 6/30/19</p>	
<p>III. Provide disease intervention and partner services for GC cases.</p>					
<p><input type="checkbox"/> A. Elicit sexual and social network partner contact information during case interview and ensure data entry in CaIREDIE to reflect partner services activities.</p>		<p>Completion and closure of case report forms, interview records, and partner investigation outcomes in CaIREDIE*.</p>		<p>7/1/15 – 6/30/19</p> <p>Ongoing data entry</p> <p>Case closures as described in I.B.</p>	
<p><input type="checkbox"/> B. Expand availability and use of field-delivered therapy for patients who do not get timely treatment within 14 days of test positive date.</p>		<p>Number and proportion of GC cases who received field treatment.</p>		<p>7/1/15 – 6/30/19</p> <p>Report due annually by 7/31</p>	
<p>IV. Conduct health promotion and outreach to at-risk populations.</p>					
<p><input type="checkbox"/> A. Provide technical assistance and training to organizations working with populations at risk for GC (e.g. corrections, syringe exchange programs, mobile clinics), as evidenced by local epidemiological data, to ensure that their clients have access to medically accurate information, prevention tools, and quality clinical services.¹</p>		<p>Description of activities will be included in the End-of-Year report.</p>		<p>7/1/15 – 6/30/19</p> <p>Report due annually by 7/31</p>	
<p><input type="checkbox"/> B. Initiate screening for high-risk populations in non-clinical, community-based settings, as justified by local epidemiological data, supported by local and state priorities, and feasible given local resources.</p>		<p>Number of persons screened and proportion testing positive for GC in each targeted community-based screening program. Additional variables and data dictionary for screening outcomes is dependent upon on population or venue selected.</p> <p>Description of activities will be included in the End-of-Year report. Please include descriptive profile of screening program populations served based on CGSS data dictionary variables.</p>		<p>7/1/15 – 6/30/19</p> <p>Report due annually by 7/31</p>	

Exhibit A
Scope of Work

Activities		Performance Indicators or Deliverables <small>* = CPPH will provide biannual reports with indicator</small>		Timeline	
<p>Optional: Place a checkmark in the box only if Contractor plans to subcontract and specify activities to be performed.</p> <p><input type="checkbox"/> C. Subcontract with community-based or other organizations to ensure successful GC Outbreak Response (check box if conducting this activity).¹</p>		Subcontract with community-based or other organizations, if needed.		7/1/15 – 6/30/19	

¹ The Contractor may use funds to print or duplicate posters, brochures, pamphlets, and other materials to promote STD awareness, testing, and treatment of at-risk populations.

Exhibit A
Scope of Work

6. Summary of Required Reports and Data

Frequency	Time Frame	Deadline	Program	Report Recipient		
Annual	7/1/15 – 6/30/16	7/31/16	Core STD Program Management	STDLHJContracts@cdph.ca.gov		
	7/1/16 – 6/30/17	7/31/17	STD/HIV Service Integration			
	7/1/17 – 6/30/18	7/31/18	CT QI Project and Evaluation			
	7/1/18 – 6/30/19	6/30/19	GC Outbreak Response			
Biannual	7/1/15 – 12/31/15	2/28/16	STD Case Closure	CaIREDIE data system		
	1/1/16 – 6/30/16	8/31/16				
	7/1/16 – 12/31/16	2/28/17				
	1/1/17 – 6/30/17	8/31/17				
	7/1/17 – 12/31/17	2/28/18				
	1/1/18 – 6/30/18	8/31/18				
	7/1/18 – 12/31/18	2/28/19				
	1/1/19 – 6/30/19	6/30/19				
	Quarterly	7/1/15 – 9/30/15	10/31/15		ClaSP	clasp@cdph.ca.gov
		10/1/15 – 12/31/15	1/31/16		Jail STD Screening Project	
1/1/16 – 3/30/16		4/30/16				
4/1/16 – 6/30/16		7/31/16				
7/1/16 – 9/30/16		10/31/16				
10/1/16 – 12/31/16		1/31/17				
1/1/17 – 3/30/17		4/30/17				
4/1/17 – 6/30/17		7/31/17				
7/1/17 – 9/30/17		10/31/17				
10/1/17 – 12/31/17		1/31/18				
1/1/18 – 3/30/18		4/30/18				
4/1/18 – 6/30/18		7/31/18				
7/1/18 – 9/30/18	10/31/18					
10/1/18 – 12/31/18	1/31/19					
1/1/19 – 3/30/19	4/30/19					
4/1/19 – 6/30/19	6/30/19					
Monthly	As requested by CDC		GISP	CDC GISP contacts		

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the budget(s) attached hereto.
- B. Invoices shall include the agreement number and shall be submitted not more frequently than quarterly in arrears to STDLHJContracts@cdph.ca.gov.
- C. The Contractor shall submit an invoice to the California Department of Public Health (CDPH) for services using an Electronic Invoice Template (EIT) provided by CDPH.

Invoices shall:

- 1) Be prepared using the newly implemented and required electronic invoice process and template, which will be provided by CDPH Contract Manager.
- 2) Invoices must be submitted to CDPH electronically only. Hard copies are not required.
- 3) Identify the billing and/or performance period covered by the invoice.
- 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this agreement. Subject to the terms of this agreement, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by CDPH.
- 5) An undisputed invoice for the first six months of each fiscal year shall be submitted for payment no more than sixty (60) calendar days following the end of the second quarter (December 31) of each fiscal year covered in this agreement, unless a later or alternate deadline is agreed to in writing by the CDPH Contract Manager.
- 6) A final undisputed invoice for the end of each fiscal year shall be submitted for payment no more than sixty (60) calendar days following the end of each fiscal year covered in this agreement, unless a later or alternate deadline is agreed to in writing by the CDPH Contract Manager. The "Final Invoice" box on the electronic invoice should be checked, thus indicating that all payment obligations of the State under this agreement for the fiscal year have ceased and that no further payments are due or outstanding.

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 the Contractor or to furnish any other considerations under this agreement and Contractor shall not be obligated to perform any provisions of this agreement.

Exhibit B
Budget Detail and Payment Provisions

- 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 the 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. Amounts Payable

- A. The amounts payable under this agreement shall not exceed:
- 1) \$16,767 for the budget period of 07/01/2015 through 06/30/2016.
 - 2) \$16,767 for the budget period of 07/01/2016 through 06/30/2017.
 - 3) \$16,767 for the budget period of 07/01/2017 through 06/30/2018.
 - 4) \$16,767 for the budget period of 07/01/2018 through 06/30/2019.
- B. Reimbursement shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are performed and/or goods are received.

5. Timely Submission of Final Invoice

- A. A final undisputed invoice shall be submitted for payment no more than sixty (60) calendar days following the expiration or termination date of this agreement, unless a later or alternate deadline is agreed to in writing by the CDPH 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 CDPH 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.

Exhibit B
Budget Detail and Payment Provisions

6. Expense Allowability / Fiscal Documentation

- A. Invoices received from the Contractor and accepted for payment by the State shall not be deemed evidence of allowable agreement costs.
- B. Contractor shall maintain for review and audit and supply to CDPH upon request, adequate documentation of all expenses claimed pursuant to this agreement to permit a determination of expense allowability.
- C. If the allowability 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".

7. Recovery of Overpayments

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

**Exhibit B, Attachment I
Budget
Year 1
July 1, 2015 – June 30, 2016**

PERSONNEL

<u>Classification</u>	<u>Monthly Salary</u>	<u>Percent of Time</u>	<u>Months on Project</u>	<u>Budget</u>
Medical Assistant	\$3,657	0.15	12	\$6,583
Total Personnel				\$6,583
Fringe Benefits @	61.1%			\$4,022
Total Personnel & Benefits				\$10,605

OPERATING EXPENSES

General Office Expense (paper, pens, pencils, envelopes)	\$500
Printing (brochures, pamphlets)	\$500
Minor Equipment	\$1,685
Total Operating Expenses	\$2,685

TRAVEL

County Motorpool (mileage)	\$888
Annual CACDC (STD) Conference	\$800
Total Travel Expenses	\$1,688

SUBCONTRACTORS (If >\$50K, itemize on subcontractor budget template)

Name of subcontractor or service to be performed	\$0
Total Subcontractors	\$0

OTHER COSTS

\$0

INDIRECT COSTS (16.87% OF PERSONNEL AND BENEFITS)

\$1,789

BUDGET GRAND TOTAL

\$16,767

**Exhibit B, Attachment I
Budget
Year 2
July 1, 2016 – June 30, 2017**

PERSONNEL

<u>Classification</u>	<u>Monthly Salary</u>	<u>Percent of Time</u>	<u>Months on Project</u>	<u>Budget</u>
Medical Assistant	\$3,736	0.16	12	\$7,173
Total Personnel				\$7,173
Fringe Benefits @	62.66%			\$4,495
Total Personnel & Benefits				\$11,668

OPERATING EXPENSES

General Office Expense (paper, pens, pencils, envelopes)	\$629
Printing (brochures, pamphlets)	\$600
Total Operating Expenses	\$1,229

EQUIPMENT (If >\$50K, please itemize) **\$0**

TRAVEL

County Motorpool (mileage)	\$1,102
Annual CACDC (STD) Conference	\$800
Total Travel Expenses	\$1,902

SUBCONTRACTORS (If >\$50K, itemize on subcontractor budget template)

Name of subcontractor or service to be performed **\$0**

Total Subcontractors **\$0**

OTHER COSTS **\$0**

INDIRECT COSTS (16.87% OF PERSONNEL AND BENEFITS) **\$1,968**

BUDGET GRAND TOTAL **\$16,767**

**Exhibit B, Attachment I
Budget
Year 3
July 1, 2017 – June 30, 2018**

PERSONNEL

<u>Classification</u>	<u>Monthly Salary</u>	<u>Percent of Time</u>	<u>Months on Project</u>	<u>Budget</u>
Classification (Medical Assistant)	\$3,736	0.16	12	\$7,173
Total Personnel				\$7,173
Fringe Benefits @	62.66%			\$4,495
Total Personnel & Benefits				\$11,668

OPERATING EXPENSES

General Office Expense (paper, pens, pencils, envelopes)	\$629
Printing (brochures, pamphlets)	\$600
Total Operating Expenses	\$1,229

EQUIPMENT (If >\$50K, please itemize) **\$0**

TRAVEL

County Motorpool (mileage)	\$1,102
Annual CACDC (STD) Conference	\$800
Total Travel Expenses	\$1,902

SUBCONTRACTORS (If >\$50K, itemize on subcontractor budget template)

Name of subcontractor or service to be performed	\$0
Total Subcontractors	\$0

OTHER COSTS **\$0**

INDIRECT COSTS (16.87% OF PERSONNEL AND BENEFITS) **\$1,968**

BUDGET GRAND TOTAL **\$16,767**

**Exhibit B, Attachment I
Budget
Year 4
July 1, 2018 – June 30, 2019**

PERSONNEL

<u>Classification</u>	<u>Monthly Salary</u>	<u>Percent of Time</u>	<u>Months on Project</u>	<u>Budget</u>
Classification (Medical Assistant)	\$3,736	0.16	12	\$7,173
Total Personnel				\$7,173
Fringe Benefits @	62.66%			\$4,495
Total Personnel & Benefits				\$11,668

OPERATING EXPENSES

General Office Expense (paper, pens, pencils, envelopes)	\$629
Printing (brochures, pamphlets)	\$600
Total Operating Expenses	\$1,229

EQUIPMENT (If >\$50K, please itemize) **\$0**

TRAVEL

County Motorpool (mileage)	\$1,102
Annual CACDC (STD) Conference	\$800
Total Travel Expenses	\$1,902

SUBCONTRACTORS (If >\$50K, itemize on subcontractor budget template)

Name of subcontractor or service to be performed \$0

Total Subcontractors **\$0**

OTHER COSTS **\$0**

INDIRECT COSTS (16.87% OF PERSONNEL AND BENEFITS) **\$1,968**

BUDGET GRAND TOTAL **\$16,767**

EXHIBIT C

GENERAL TERMS AND CONDITIONS

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

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

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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

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

20. LOSS LEADER:

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

Exhibit D
Special Terms and Conditions

(For Subvention/Local Assistance Agreements)

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

Index of Special Terms and Conditions

1. Procurement Rules	11. Officials Not to Benefit
2. Equipment Ownership / Inventory / Disposition	12. Prohibited Use of State Funds for Software
3. Subcontract Requirements	13. Contract Uniformity (Fringe Benefit Allowability)
4. Income Restrictions	14. Cancellation
5. Site Inspection	
6. Intellectual Property Rights	
7. Prior Approval of Training Seminars, Workshops or Conferences	
8. Confidentiality of Information	
9. Documents, Publications, and Written Reports	
10. Dispute Resolution Process	

Exhibit D
Special Terms and Conditions

1. Procurement Rules

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

a. Equipment definitions

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

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

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

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

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

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

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

(2) All equipment purchases are subject to paragraphs d through g of this provision. Paragraph b of this provision shall also apply, if equipment purchases are delegated to subcontractors that are either a government or public entity.

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

(a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a

Exhibit D
Special Terms and Conditions

procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.

- (b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.
- (c) Procurements shall be conducted in a manner that provides for all of the following:
 - [1] Avoid purchasing unnecessary or duplicate items.
 - [2] Equipment solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.
 - [3] Take positive steps to utilize small and veteran owned businesses.
- d. Unless waived or otherwise stipulated in writing by CDPH, prior written authorization from the appropriate CDPH Program Contract Manager will be required before the Contractor will be reimbursed for any purchase **exceeding** \$2,500 or more for commodities, supplies, equipment, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by CDPH, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.
- e. In special circumstances, determined by CDPH (e.g., when CDPH has a need to monitor certain purchases, etc.), CDPH may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. CDPH reserves the right to either deny claims for reimbursement or to request repayment for any Contractor purchase that CDPH determines to be unnecessary in carrying out performance under this Agreement.
- f. The Contractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor at any time.
- g. For all purchases, the Contractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor for inspection or audit.

2. Equipment Ownership / Inventory / Disposition

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

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

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

- (1) CDPH requires the reporting, tagging and annual inventorying of all equipment and/or

Exhibit D
Special Terms and Conditions

property that is furnished by CDPH or purchased/reimbursed with funds provided through this Agreement.

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

- (2) If the Contractor enters into an agreement with a term of more than twelve months, the Contractor shall submit an annual inventory of state equipment and/or property to the CDPH Program Contract Manager using a form or format designated by CDPH's Asset Management Unit. If an inventory report form (i.e., Inventory/Disposition of CDPH-Funded Equipment) does not accompany this Agreement, Contractor shall request a copy from the CDPH Program Contract Manager. Contractor shall:
 - (a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).
 - (b) Submit the inventory report to CDPH according to the instructions appearing on the inventory form or issued by the CDPH Program Contract Manager.
 - (c) Contact the CDPH Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by CDPH's Asset Management Unit.
- b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.
- c. Unless otherwise stipulated, CDPH shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.
- d. The Contractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.
 - (1) In administering this provision, CDPH may require the Contractor to repair or replace, to CDPH's satisfaction, any damaged, lost or stolen state equipment and/or property. Contractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the CDPH Program Contract Manager.
- e. Unless otherwise stipulated by the program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, shall only be used for performance of this Agreement or another CDPH agreement.
- f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor shall provide a final inventory report of equipment and/or property to the CDPH Program Contract Manager and shall, at that time, query CDPH as to the requirements, including the manner and method, of returning state equipment and/or property to CDPH. Final disposition of

Exhibit D
Special Terms and Conditions

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

g. Motor Vehicles

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

- (1) If motor vehicles are purchased/reimbursed or furnished by CDPH under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor shall return such vehicles to CDPH and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to CDPH.
- (2) If motor vehicles are purchased/reimbursed or furnished by CDPH under the terms of this Agreement, **the State of California shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner.** The Contractor shall only use said vehicles for the performance under the terms of this Agreement.
- (3) The Contractor agree that all operators of motor vehicles, purchased/reimbursed or furnished by CDPH under the terms of this Agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.
- (4) If any motor vehicle is purchased/reimbursed or furnished by CDPH under the terms of this Agreement, the Contractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's possession:

Automobile Liability Insurance

- (a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of \$1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, to the Contractor.
- (b) The Contractor shall, as soon as practical, furnish a copy of the certificate of insurance to the CDPH Program Contract Manager. The certificate of insurance shall identify the CDPH contract or agreement number for which the insurance applies.
- (c) The Contractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to CDPH.
- (d) The Contractor agree to provide, at least thirty (30) days prior to the expiration date of said 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

Exhibit D
Special Terms and Conditions

than one (1) year.

- (e) The Contractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:
 - [1] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State.
 - [2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.
 - [3] The insurance carrier shall notify CDPH, in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to each agreement number for which the insurance was obtained.
- (f) The Contractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Contractor shall be notified by CDPH, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services shall be performed prior to obtaining said approval.
- (g) In the event the Contractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, CDPH may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

3. Subcontract Requirements

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

- a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services exceeding \$2,500 for any articles, supplies, equipment, or services. The Contractor shall obtain at least three competitive quotations which should be submitted or adequate justification provided for the absence of bidding.
- b. CDPH reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.
 - (1) Upon receipt of a written notice from CDPH requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by CDPH.
- c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) exceeding \$2,500 are subject to the prior review and written approval of CDPH.
- d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by CDPH, make copies available for approval, inspection, or audit.

Exhibit D
Special Terms and Conditions

- e. CDPH assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.
- f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.
- g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement and shall be the subcontractor's sole point of contact for all matters related to the performance and payment during the term of this Agreement.
- h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

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

4. Income Restrictions

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

5. Site Inspection

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

6. Intellectual Property Rights

a. Ownership

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

Exhibit D
Special Terms and Conditions

marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

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

b. Retained Rights / License Rights

- (1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to CDPH,

Exhibit D
Special Terms and Conditions

without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.

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

c. Copyright

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

d. Patent Rights

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

e. Third-Party Intellectual Property

Exhibit D
Special Terms and Conditions

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining CDPH's prior written approval; and (ii) granting to or obtaining for CDPH, without additional compensation, a license, as described in Section b of this provision, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon the these terms is unattainable, and CDPH determines that the Intellectual Property should be included in or is required for Contractor's performance of this Agreement, Contractor shall obtain a license under terms acceptable to CDPH.

f. Warranties

(1) Contractor represents and warrants that:

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

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

Exhibit D
Special Terms and Conditions

g. Intellectual Property Indemnity

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

h. Survival

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

7. Prior Approval of Training Seminars, Workshops or Conferences

Contractor shall obtain prior CDPH approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or

Exhibit D
Special Terms and Conditions

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

8. Confidentiality of Information

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

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

9. Documents, Publications and Written Reports

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

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

10. Dispute Resolution Process

- a. A Contractor grievance exists whenever there is a dispute arising from CDPH's action in the

Exhibit D
Special Terms and Conditions

administration of an agreement. If there is a dispute or grievance between the Contractor and CDPH, the Contractor must seek resolution using the procedure outlined below.

- (1) The Contractor should first informally discuss the problem with the CDPH Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.
 - (2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.
- b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).
 - c. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.
 - d. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Contract Manager.
 - e. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the CDPH Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

11. Officials Not to Benefit

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

12. Prohibited Use of State Funds for Software

Exhibit D
Special Terms and Conditions

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

13. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

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

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

Exhibit D
Special Terms and Conditions

claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.

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

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

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

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

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

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

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

14. Cancellation

- A. This agreement may be cancelled by CDPH without cause upon 30 calendar days advance written notice to the Contractor.
- B. CDPH reserves the right to cancel or terminate this agreement immediately for cause. The Contractor may submit a written request to terminate this agreement only if CDPH substantially fails to perform its responsibilities as provided herein.
- C. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of this agreement.
- D. Agreement termination or cancellation shall be effective as of the date indicated in CDPH's notification to the Contractor. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. Upon receipt of a notice of termination or cancellation, the Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent agreement costs.
- F. In the event of early termination or cancellation, the Contractor shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this agreement.

Exhibit D
Special Terms and Conditions

Exhibit E
Additional Provisions

1. Cancellation / Termination

- A. This agreement may be cancelled by CDPH without cause upon 30 calendar days advance written notice to the Contractor.
- B. CDPH reserves the right to cancel or terminate this agreement immediately for cause. The Contractor may submit a written request to terminate this agreement only if CDPH substantially fails to perform its responsibilities as provided herein.
- C. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of this agreement.
- D. Agreement termination or cancellation shall be effective as of the date indicated in CDPH's notification to the Contractor. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. Upon receipt of a notice of termination or cancellation, the Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent agreement costs.
- F. In the event of early termination or cancellation, the Contractor shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this agreement.

2. Avoidance of Conflicts of Interest by Contractor

- A. CDPH intends to avoid any real or apparent conflict of interest on the part of the Contractor, subcontractors, or employees, officers and directors of the Contractor or subcontractors. Thus, CDPH reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Contractor to submit additional information or a plan for resolving the conflict, subject to CDPH review and prior approval.
- B. Conflicts of interest include, but are not limited to:
 - 1) An instance where the Contractor or any of its subcontractors, or any employee, officer, or director of the Contractor or any subcontractor has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the contract would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the contract.
 - 2) An instance where the Contractor's or any subcontractor's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.

Exhibit E
Additional Provisions

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

Contractor's Release

Instructions to Contractor:

With final invoice(s) submit one (1) original and one (1) copy. The original must bear the original signature of a person authorized to bind the Contractor. The additional copy may bear photocopied signatures.

Submission of Final Invoice

Pursuant to contract number 15-10268 entered into between the State of California Department of Public Health (CDPH) and the Contractor (identified below), the Contractor does acknowledge that final payment has been requested via invoice number(s) _____, in the amount(s) of \$ _____ and dated _____.
If necessary, enter "See Attached" in the appropriate blocks and attach a list of invoice numbers, dollar amounts and invoice dates.

Release of all Obligations

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

Repayments Due to Audit Exceptions / Record Retention

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

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

Recycled Product Use Certification

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

Reminder to Return State Equipment/Property (If Applicable)

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

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

Patents / Other Issues

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

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

Contractor's Legal Name (as on contract): Santa Barbara / County Public Health Department

Signature of Contractor or Official Designee: _____ Date: _____

Printed Name/Title of Person Signing: _____

CDPH Distribution: Accounting (Original) Program

Travel Reimbursement Information
(Mileage Reimbursement Increase Effective 01/01/2015)

1. The following rate policy is to be applied for reimbursing the travel expenses of persons under contract. The terms "contract" and/or "subcontract" have the same meaning as "grantee" and/or "subgrantee" where applicable.
 - a. Reimbursement for travel and/or per diem shall be at the rates established for nonrepresented/excluded state employees. Exceptions to Department of Personnel Administration (DPA) lodging rates may be approved by *the California Department of Public Health (CDPH)* upon the receipt of a statement on/with an invoice indicating that such rates are not available.
 - b. Short Term Travel is defined as a 24-hour period, and less than 31 consecutive days, and is at least 50 miles from the main office, headquarters or primary residence. Starting time is whenever a contract or subcontract employee leaves his or her home or headquarters. "Headquarters" is defined as the place where the contracted personnel spends the largest portion of their working time and returns to upon the completion of assignments. Headquarters may be individually established for each traveler and approved verbally or in writing by the program funding the agreement. Verbal approval shall be followed up in writing or email.
 - c. Contractors on travel status for more than one 24-hour period and less than 31 consecutive days may claim a fractional part of a period of more than 24 hours. Consult the chart appearing on Page 2 of this exhibit to determine the reimbursement allowance. All lodging reimbursement claims must be supported by a receipt*. If a contractor does not or cannot present receipts, lodging expenses will not be reimbursed.

(1) Lodging (with receipts*):

Travel Location / Area	Reimbursement Rate
Statewide (excluding the counties identified below)	\$ 90.00 plus tax
Counties of Napa, Riverside, and Sacramento	\$ 95.00 plus tax
Counties of Los Angeles, Orange, and Ventura counties, and Edwards AFB, excluding the City of Santa Monica	\$120.00 plus tax
Counties of Alameda, Monterey, San Diego, San Mateo, and Santa Clara	\$125.00 plus tax
Counties of San Francisco and Santa Monica	\$150.00 plus tax

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

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

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

Meal / Expense	Reimbursement Rate
Breakfast	\$7.00
Lunch	\$11.00
Dinner	\$23.00
Incidental expenses	\$5.00

- d. Out-of-state travel may only be reimbursed if such travel is necessitated by the scope or statement of work and has been approved in advance by the program with which the contract is held. For out-of-state travel, contractors may be reimbursed actual lodging expenses, supported by a receipt, and may be reimbursed for meals and supplemental expenses for each 24-hour period computed at the rates listed in c. (2) above. For all out-of-state travel, contractors/subcontractors must have prior CDPH written or verbal approval. Verbal approval shall be confirmed in writing (email or memo).
 - e. In computing allowances for continuous periods of travel of less than 24 hours, consult the chart appearing on Page 2 of this exhibit.
 - f. No meal or lodging expenses will be reimbursed for any period of travel that occurs within normal working hours, unless expenses are incurred at least 50 miles from headquarters.
2. If any of the reimbursement rates stated herein is changed by DPA, no formal contract amendment will be required to incorporate the new rates. However, CDPH shall inform the contractor, in writing, of the revised travel reimbursement rates and the applicable effective date of any rate change.

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

- 3. For transportation expenses, the contractor must retain receipts for parking; taxi, airline, bus, or rail tickets; car rental; or any other travel receipts pertaining to each trip for attachment to an invoice as substantiation for reimbursement. Reimbursement may be requested for commercial carrier fares; private car mileage; parking fees; bridge tolls; taxi, bus, or streetcar fares; and auto rental fees when substantiated by a receipt.
- 4. **Note on use of autos:** If a contractor uses his/her or a company car for transportation, the rate of reimbursement will be **57.5 cents** maximum per mile. If a contractor uses his/her or a company car "in lieu of" airfare, the air coach fare will be the maximum paid by the State. The contractor must provide a cost comparison upon request by the State. Gasoline and routine automobile repair expenses are not reimbursable.
- 5. The contractor is required to furnish details surrounding each period of travel. Travel expense reimbursement detail may include, but not be limited to: purpose of travel, departure and return times, destination points, miles driven, mode of transportation, etc. Reimbursement for travel expenses may be withheld pending receipt of adequate travel documentation.

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

Per Diem Reimbursement Guide

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

CCC-307

CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

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

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

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

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

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

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

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

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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