

STANDARD AGREEMENT

STD 213_DHCS (Rev. 06/16)

BOS Agreement 17-102

REGISTRATION NUMBER

AGREEMENT NUMBER

17-94297

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

STATE AGENCY'S NAME

(Also known as DHCS, CDHS, DHS or the State)

Department of Health Care Services

CONTRACTOR'S NAME

(Also referred to as Contractor)

County of Mendocino

2. The term of this Agreement is: July 1, 2017
-
- through June 30, 2021

3. The maximum amount of this Agreement is: \$ 400,000
-
- Four Hundred Thousand Dollars

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

Exhibit A – Scope of Work	4 pages
Exhibit A Attachment I – County Capacity Assessment Survey	4 pages
Exhibit A Attachment II – Data Collection Tool	18 pages
Exhibit B – Budget Detail and Payment Provisions	4 pages
Exhibit B Attachment I - Budgets (Year 1)	1 page
Exhibit B Attachment II - Budgets (Year 2)	1 page
Exhibit B Attachment III - Budgets (Year 3)	1 page
Exhibit B Attachment IV - Budgets (Year 4)	1 page
Exhibit C * – General Terms and Conditions	GTC 04/2017
Exhibit D (F) – Special Terms and Conditions (Attached hereto as part of this agreement)	26 pages
Exhibit E – Additional Provisions	2 pages
Exhibit F – HIPAA Business Associate Addendum	15 pages
Exhibit G – Travel Reimbursement Information	2 pages
Exhibit H – Contractor's Release	1 page

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.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>.

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

CONTRACTOR

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

County of Mendocino

BY (Authorized Signature)

DATE SIGNED (Do not type)



11/7/17

PRINTED NAME AND TITLE OF PERSON SIGNING

John McCowen, Chairperson

ADDRESS

501 Low Gap Road
Ukiah CA, 95482**STATE OF CALIFORNIA**

AGENCY NAME

Department of Health Care Services

BY (Authorized Signature)

DATE SIGNED (Do not type)

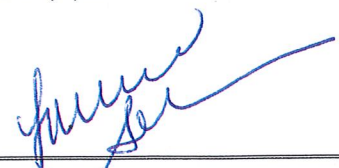


11-25-17

PRINTED NAME AND TITLE OF PERSON SIGNING

Don Rodriguez, Chief, Contract Management Unit

ADDRESS

1501 Capitol Avenue, Suite 71.2048, MS 1400, P.O. Box 997413,
Sacramento, CA 95899-7413California Department of
General Services Use Only☐ Exempt per:

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COUNTY OF MENDOCINO
HEALTH AND HUMAN SERVICES AGENCY:

By: *A. Molgaard*
Anne Molgaard, HHSA Chief Operations Officer

Date: 7/25/17

Budgeted: ☒ Yes ☐ No

Budget Unit: 4010

Line Item: 82-7801

Org/Object Code: PHPFS

Grant: ☒ Yes ☐ No

Grant No.: 17-94297

CONTRACTOR/COMPANY NAME

By: _____

Signature

Printed Name: _____

Title: _____

Date: _____

NAME AND ADDRESS OF CONTRACTOR:

CA Dept. of Health Care Services
1501 Capitol Ave, Suite 71.2048, MS 1400
PO Box 997413
Sacramento, CA 95899-7413
916-327-2726
Don.rodriquez@dhcs.ca.gov

COUNTY OF MENDOCINO

By: *John McCowen*
JOHN MCCOWEN, Chair
BOARD OF SUPERVISORS

Date: SEP 15 2017

ATTEST:

CARMEL J. ANGELO, Clerk of said Board

By: *Carmel J. Angelo*
Deputy

Date: SEP 15 2017

I hereby certify that according to the provisions of Government Code Section 25103, delivery of this document has been made.

CARMEL J. ANGELO, Clerk of said Board

By: *Carmel J. Angelo*
Deputy

Date: SEP 15 2017

INSURANCE REVIEW:

By: *Alan D. Flora*
ALAN D. FLORA, Risk Manager

Date: 8-1-17

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

COUNTY COUNSEL REVIEW:

APPROVED AS TO FORM:

KATHARINE L. ELLIOTT, County Counsel

By: *Charlotte Scott*
Deputy

Date: 7/27/17

FISCAL REVIEW:

By: *Spil Martin*
Deputy CEO/Fiscal

Date: 8-1-17

EXECUTIVE OFFICE REVIEW:

APPROVAL RECOMMENDED

By: *Carmel J. Angelo*
CARMEL J. ANGELO, Chief Executive Officer

Date: 8-1-17

Signatory Authority: \$0-\$25,000 Department; \$25,001-\$50,000 Purchasing Agent; \$50,001+ Board of Supervisors
Exception to Bid Process Required/Completed ☐ N/A

Exhibit A
Scope of Work

1. Service Overview

The Contractor agrees to provide to the California Department of Health Care Services (DHCS) the services described herein.

The Contractor shall implement the Strategic Prevention Framework (SPF) Partnerships for Success (PFS) project. The overall goal of the SPF PFS project is to provide a comprehensive evidence-based approach to prevent prescription drug misuse and abuse among persons aged 12 to 25. The Contractor shall work to strengthen the county substance use disorder primary prevention service infrastructure, increase community awareness of risk of harm associated with prescription drug abuse, collect and report to DHCS data in accordance with federal reporting requirements.

2. Service Location

The services shall be performed at various statewide community locations accessible to the Contractor.

3. Service Hours

The services may be provided during normal Contractor working days and hours, but is not limited to these hours.

4. Project Representatives

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

Department of Health Care Services Project Manager Lenetta Burney Telephone: (916) 323-1872 Fax: (916) 327-2726 Email: Lenetta.Burney@dhcs.ca.gov	County of Mendocino Project Director Kyree Klimist, Senior Program Manager Telephone: (707) 472-2727 Email: klimistk@co.mendocino.ca.us
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B. Direct all inquiries to:

Department of Health Care Services Administrative Contact Lenetta Burney P.O. Box 997413, MS 2622 Sacramento, CA, 95899-7413 Telephone: (916) 323-1872 Fax: (916) 327-2726 Email: Lenetta.Burney@dhcs.ca.gov	County of Mendocino Administrative Contact Kyree Klimist, Senior Program Manager 1120 South Dora Street Ukiah, CA 95482 Telephone: (707) 472-2727 Email: klimistk@co.mendocino.ca.us
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Exhibit A
Scope of Work

Department of Health Care Services <i>Financial Contact/Accounting</i> Lenetta Burney P.O. Box 997413, MS 2622 Sacramento, CA, 95899-7413 Telephone: (916) 323-1872 Fax: (916) 327-2726 Email: Lenetta.Burney@dhcs.ca.gov	County of Mendocino <i>Financial Contact/Invoicing</i> Dianne Laster, Sr. Dept. Analyst 1120 South Dora Street Ukiah, CA 95482 Telephone: (707) 472-2654 Email: lasterd@co.mendocino.ca.us
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- C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this Agreement.
- D. The Board of Supervisor (BOS) may approve and authorize the Health and Human Services/Public or Behavioral Health/Alcohol and Other Drug Agency Director, or their designee, to execute and/or amend this Agreement with the DHCS on behalf of the BOS (without the BOS approval). This shall be identified in the BOS Resolution.

5. Services to be Performed

A. The Contractor shall provide:

1. Administrative Oversight- Have adequate staff capacity to manage the Agreement, including meeting all administrative and oversight requirements.
 - a. Compliance with federal administrative requirements, cost principles, and audit requirements in the Code of Federal Regulations (CFR), Title 2, Part 200 and 45 CFR Part 75, and the Health and Human Services Grants Policy Statement as applicable.
 - b. If subcontracting, ensure administrative oversight of all subcontractors including all applicable federal and state requirements of project activities.
 - c. Maintain and preserve on-site fiscal documentation and program records such as sign-in sheets, rosters, agendas, progress reports, and other service records, until three years after termination of the Agreement and final payment from DHCS to the Contractor. Contractor agrees to permit DHCS or any duly authorized representative, to have access to, and examine or audit any pertinent books, documents, papers and records related to this Agreement, and to allow interviews of any employees who might reasonably have information related to such records.
 - d. Once per year, DHCS will randomly select one quarterly invoice for which the Contractor will submit copies of supporting personnel records, travel receipts, and any expenses to DHCS for fiscal monitoring purposes. The Contractor will be notified at least 60 days prior to the request.
2. Programmatic Implementation- Communicate regularly with DHCS and ensure that identified activities are implemented according to the project Scope of Work.
 - a. Participate on monthly check-in calls with DHCS.

Exhibit A
Scope of Work

- b. Complete and submit electronically to DHCS the County Capacity Assessment Survey, annually. DHCS will notify the Contractor when the survey is available via Survey Monkey. The survey content is displayed in Exhibit A, Attachment I, for reference.
- c. Complete and submit a Disparities Impact Statement (DIS) to DHCS by the end of Agreement Year 2. Materials, training and technical assistance will be provided by DHCS to assist in the preparation of the DIS.
- d. Conduct a minimum of four targeted education activities per Agreement year. These activities should support the prescription drug prevention efforts of this project and target youth and youth-influencers, consumers, and/or prescribers. Such activities may include but are not limited to:
 - i. Classroom education (school settings)
 - ii. Parenting/family management
 - iii. Traffic Safety education
 - iv. Community-based education programs
- e. Conduct a minimum of four community outreach events per Agreement year. These activities should support the prescription drug prevention efforts of this project. Such activities may include but are not limited to:
 - i. Take-back days
 - ii. Health fairs
 - iii. Community team building
 - iv. County-wide prevention provider network
- f. Establish or improve policies and/or programs to institutionalize drug storage and disposal of prescription drugs. Such activities may include but are not limited to:
 - i. Modify local prescription drug advertising practices
 - ii. Change local codes, ordinances, regulations and laws
 - iii. Train/educate environmental influencers such as health care personnel, law enforcement, school personnel, parents.
 - iv. Other support for enforcement of local ordinances
 - v. Establish drop-box locations
- g. Provide information dissemination activities to increase public understanding of risk of harm associated with prescription drugs and to support the implementation of the SPF PFS media/social norms campaign. Professional media materials will be provided by DHCS. Such activities may include but are not limited to:
 - i. Health fairs/health promotion events
 - ii. Printed or audio visual materials for or to community members/groups
 - iii. Prevention-focused websites
 - iv. Email blasts/social media
 - v. Public service announcements
 - vi. Speaking engagements/community presentations
- h. Attend annual SPF PFS Learning Community meetings and trainings at DHCS in Sacramento to share successes and outcomes, and receive programmatic and administrative training. Training and technical assistance will be provided by DHCS. Attendance is mandatory for a minimum of two people, including a project representative or coalition member. The Contractor must include this travel in their budget.

Exhibit A
Scope of Work

3. Reporting- Ensure all data reporting requirements are as follows:
 - a. The Contractor is required to submit hard-copy, quarterly invoices with an original signature by the authorized official, in blue ink, for each calendar quarter, or portion thereof, during the Agreement period if invoices are not on Contractor letterhead. If invoices are on Contractor letterhead, the Contractor may submit quarterly invoices without an original signature by an authorized official. Invoices are to be received by DHCS no later than 30 days after the close of each calendar quarter (January 31, April 30, July 31, and October 31). A supplemental invoice may be submitted, annually, no later than August 31, if needed.
 - b. The Contractor is required to submit electronic, quarterly progress reports utilizing the Data Collection Tool provided by DHCS. The Data Collection Tool is displayed in Exhibit A, Attachment II, for reference. Progress reports are to be received by DHCS no later than 30 days after the close of each calendar quarter (January 31, April 30, July 31, and October 31) at the following email address: SPFPFS@dhcs.ca.gov.
 - c. The Contractor is required to submit a final performance report due 90 days after the end of the Agreement. The report is to include accomplishments, barriers to implementation, lesson learned, and plans for sustainability of efforts.

B. DHCS shall:

1. Monitor Contractor for compliance with the requirements of the Agreement. Each Agreement will be monitored to ensure quality programs, coordination of efforts, fiscal accountability and compliance with the statute and regulations. If the Contractor is not meeting the requirements of the Agreement, a plan for corrective action will be required and DHCS will provide technical assistance to achieve compliance or reduce or terminate the funding under the Agreement.
2. May conduct site visits to the Contractor as deemed necessary by DHCS. Appointments will be made in advance for site visits.

6. **Americans with Disabilities Act**

Contractor agrees to ensure that deliverables developed and produced, pursuant to this Agreement shall comply with the accessibility requirements of **Section 508 of the Rehabilitation Act and the Americans with Disabilities Act of 1973** as amended (29 U.S.C. § 794 (d), and regulations implementing that act as set forth in Part 1194 of Title 36 of the Federal Code of Regulations. In 1998, Congress amended the **Rehabilitation Act of 1973** to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code section 11135 codifies section 508 of the Act requiring accessibility of electronic and information technology.

California Partnerships for Success (PFS) Project Capacity Assessment

The PFS project is intended to prevent the onset and progression of substance abuse and related problems while strengthening prevention capacity at the state, tribal, and community levels. Research suggests that capacity-building efforts can have a positive impact on health promotion initiatives. This assessment is based on four operational domains: 1) Organization; 2) Workforce; 3) Program Planning/Implementation/Evaluation; and 4) Partnerships. The results of this assessment will be used to create a technical assistance and training plan to guide implementation of the PFS project in California.

Rating Scale:

- 1 - Very Low Capacity (Substantial improvement needed)
- 2 - Low Capacity (Major improvement needed)
- 3 - Standard Capacity (Improvement needed)
- 4 - High Capacity (Minor improvement needed)
- 5 - Very High Capacity (No improvement needed)

County: Agency: Respondent: Date:	How prepared is your agency in relation to the statement listed? CIRCLE ONE Level of Capacity (1 - Very Low, 5 - Very High)	COMMENTS/ ADDITIONAL INFORMATION
Substance Use Disorder (SUD) prevention is clearly defined within the organization's objectives and goals.	1 2 3 4 5	Not Sure
The organization considers the prevention of prescription drug misuse/abuse a high priority.	1 2 3 4 5	Not Sure
The organization has an adequate number of designated, qualified staff to effectively perform SUD prevention work.	1 2 3 4 5	Not Sure
The organization has developed a succession plan to sustain SUD prevention work during potential staffing transition periods.	1 2 3 4 5	Not Sure
SUD prevention services and activities are supported by various funding sources. (List sources in comments section.)	1 2 3 4 5	Not Sure
The organization monitors potential funding sources and actively seeks additional funding to support SUD prevention services.	1 2 3 4 5	Not Sure
The organization has formal, written policies and practices to ensure culturally competent services.	1 2 3 4 5	Not Sure
The organization closely monitors the implementation of Culturally and Linguistically Appropriate Services (CLAS).	1 2 3 4 5	Not Sure
The organization involves stakeholders from various cultures when planning SUD prevention services.	1 2 3 4 5	Not Sure
Total Points		(maximum: 45)
Average Score - Organization		(maximum: 5.0)
(Total points divided by number of responses with points)		

County: Agency: Respondent: Date:	How prepared is your agency in relation to the statement listed? CIRCLE ONE Level of Capacity (1 - Very Low, 5 - Very High)	COMMENTS/ ADDITIONAL INFORMATION
Substance Abuse Prevention		
SUD Prevention staff are required to have a level of education/certification. (List requirements in comments section.)	1 2 3 4 5	Not Sure
SUD Prevention staff are required to have a minimum level of experience. (List requirements in comments section.)	1 2 3 4 5	Not Sure
Management is regularly informed of SUD prevention efforts.	1 2 3 4 5	Not Sure
Management actively promotes the organization's SUD prevention efforts.	1 2 3 4 5	Not Sure
SUD Prevention staff are encouraged to become certified prevention specialists.	1 2 3 4 5	Not Sure
When hiring staff, management considers the candidate's ability to meet the needs of various cultures represented in the county.	1 2 3 4 5	Not Sure
Within the last 12 months, staff have participated in SUD prevention-specific training [e.g., Community Prevention Initiative (CPI)].	1 2 3 4 5	Not Sure
SUD Prevention staff have completed the Professional Competencies in Substance Abuse Prevention trainings through the CPI and/or Center for Substance Abuse Prevention (CSAP).	1 2 3 4 5	Not Sure
SUD Prevention staff are competent in the use of the Strategic Prevention Framework.	1 2 3 4 5	Not Sure
SUD Prevention staff are informed on the latest prevention research related to evidence-based practices.	1 2 3 4 5	Not Sure
SUD Prevention staff utilize evidence-based practices as defined by federal or professional standards.	1 2 3 4 5	Not Sure
SUD Prevention staff work exclusively on prevention assignments.	1 2 3 4 5	Not Sure
Total Points	(maximum: 60)	
Average Score - Workforce (Total points divided by number of responses with points)	(maximum: 5.0)	

County: Agency: Respondent: Date:	How prepared is your agency in relation to the statement listed? CIRCLE ONE Level of Capacity (1 - Very Low, 5 - Very High)	COMMENTS/ ADDITIONAL INFORMATION
Program Implementation/Evaluation		
A SUD prevention plan provides clear guidance on the activities that this organization administers.	1 2 3 4 5 Not Sure	
A prevention plan incorporates activities across multiple county agencies.	1 2 3 4 5 Not Sure	
Prevention activities are supported by leveraging of other resources. (List types of resources in comments section.)	1 2 3 4 5 Not Sure	
Multiple data sources are used to identify SUD prevention priorities in the county. (List data sources in comments section.)	1 2 3 4 5 Not Sure	
Data are used to identify populations/cultural groups most in need of prevention services. (List data sources in comments section.)	1 2 3 4 5 Not Sure	
The community's unique risk/protective factors are considered when planning and implementing SUD prevention strategies.	1 2 3 4 5 Not Sure	
Most schools in the county administer the California Health Kids Survey (CHKS).	1 2 3 4 5 Not Sure	
Most schools in the county utilize the Alcohol and Other Drugs Module of CHKS.	1 2 3 4 5 Not Sure	
SUD Prevention staff have been adequately trained in the use of the Data Indicator Tool Kit (Provided at the 2016 CPI Regional Training).	1 2 3 4 5 Not Sure	
SUD Prevention staff have the ability to create program specific data measurement tools.	1 2 3 4 5 Not Sure	
SUD Prevention staff actively monitor implementation activities for effect and make course corrections to ensure effectiveness.	1 2 3 4 5 Not Sure	
SUD Prevention staff utilize a formal evaluation plan to monitor process and outcome measures.	1 2 3 4 5 Not Sure	
SUD Prevention services are provided in the county's threshold languages.	1 2 3 4 5 Not Sure	
The organization involves parents/guardians in SUD prevention activities.	1 2 3 4 5 Not Sure	
The organization utilizes the full range of SUD technical assistance offered through the Department of Health Care Services.	1 2 3 4 5 Not Sure	
The organization is addressing prescription drug misuse/abuse through prevention activities. (List activities in the comments section.)	1 2 3 4 5 Not Sure	
Total Points		(maximum: 80)
Average Score - Program Implementation (Total points divided by number of responses with points)		(maximum: 5.0)

County: Agency: Respondent: Date:	How prepared is your agency in relation to the statement listed? CIRCLE ONE Level of Capacity (1 - Very Low, 5 - Very High)	COMMENTS/ ADDITIONAL INFORMATION
SUD Prevention staff are actively participating in the Opioid Safety Coalition Network funded through grants from the California Health Care Foundation (CHCF) and/or the California Department of Public Health.	1 2 3 4 5 Not Sure	
SUD Prevention staff work with Tribes on SUD prevention efforts.	1 2 3 4 5 Not Sure	
SUD Prevention staff work with schools on SUD prevention efforts.	1 2 3 4 5 Not Sure	
SUD Prevention staff work with college or university campuses on SUD prevention efforts. (Please use the Comment area to list colleges and/or universities.)	1 2 3 4 5 Not Sure	
The organization has multiple formal partnerships with other governmental entities or community coalitions for prevention efforts. (List the partnerships.)	1 2 3 4 5 Not Sure	
The organization regularly communicates prevention priorities, activities, and successes with county governing entities (i.e., Board of Supervisors).	1 2 3 4 5 Not Sure	
The organization aligns suicide prevention and SUD prevention efforts.	1 2 3 4 5 Not Sure	
County leadership has acknowledged that prescription drug misuse/abuse is a problem in the county.	1 2 3 4 5 Not Sure	
The County Administrator and/or Prevention Coordinator participate on monthly County Behavioral Health Directors Association (CBHDA) Prevention Coordinator calls.	1 2 3 4 5 Not Sure	
SUD prevention staff identify and utilize local champions to assist with SUD efforts.	1 2 3 4 5 Not Sure	
SUD Prevention staff consider the needs of military and veteran families in their planning of prevention efforts.	1 2 3 4 5 Not Sure	
Coalitions/collaborations are assessed regularly to ensure efficacy of partnerships.	1 2 3 4 5 Not Sure	
SUD prevention staff regularly communicate prevention priorities, activities, and results to the public.	1 2 3 4 5 Not Sure	
Total Points		(maximum: 65)
Average Score - Partnerships (Total points divided by number of responses with points)		(maximum: 5.0)

Strategic Prevention Framework - Partnerships for Success (SPF-PFS) Data Collection Tool

The SPF-PFS Data Collection Tool was designed to collect and submit county-level process data in accordance with federal reporting requirements. The Substance Abuse and Mental Health Services Administration (SAMHSA) requires that SPF-PFS awarded states and counties submit data via an online Management Reporting Tool (MRT). The Department of Health Care Services (DHCS) will submit both state and county-level data into the MRT on a quarterly basis. Each county is responsible for reporting quarterly SPF-PFS activities as outlined in this Data Collection Tool. Adherence to the DHCS deadlines below is essential for DHCS to meet SAMHSA's reporting deadlines.

Please complete the following Excel tabs each quarter:

- "SPF" - Accomplishments and Barriers
- "Program" - General Program Questions
- "Fiscal" - Funding and Expenditures

Upon each intervention, complete one of the corresponding Excel tabs:

- "Education" - Targeted Education Interventions
- "Outreach" - Community Outreach Interventions
- "Policy Development" - Policies/Ordinances/Procedures Interventions
- "Info. Dissemination" - Information Dissemination Interventions

Reporting Period (Quarterly)	Deadline to DHCS (30 Days After Quarter)
October 1 - December 31	January 30
January 1 - March 31	April 30
April 1 - June 30	July 30
July 1 - September 30	October 30

Intervention Types (Based on SPF-PFS Objectives)	Examples
Targeted Education (4 annually)	Education activities to Youth/Youth Influencers/Retailers/Prescribers/Patients
Community Outreach (4 annually)	Prescription Drug Drop Boxes/Take Backs/Lock Boxes Health Fairs/Health Promotion Events
Policy Development	Changing Local Policies/Ordinances/Procedures
Information Dissemination	Media Campaign, Resource Directory, Social Norms Campaign, Public Service Announcement

Exhibit A Attachment II

Assessment

Describe any accomplishments and/or barriers that you experienced while performing activities related to Assessment.

Accomplishments	Barriers

Capacity

Describe any accomplishments and/or barriers that you experienced while performing activities related to Capacity.

Accomplishments	Barriers

Planning

Describe any accomplishments and/or barriers that you experienced while performing activities related to Planning.

Accomplishments	Barriers

Implementation

Describe any accomplishments and/or barriers that you experienced while performing activities related to Implementation.

Accomplishments	Barriers

Evaluation

Describe any accomplishments and/or barriers that you experienced while performing activities related to Evaluation.

Accomplishments	Barriers

Exhibit A Attachment II

Which agency do you represent?

Agency Name	
-------------	--

Are you currently partnering with a Community Coalition?

Select Response	
-----------------	--

Indicate the role of the Community Coalition in changing community capacity, knowledge, norms, and behaviors related to substance abuse prevention implementations.

Type: X For All That Apply	Roles of the Community Coalition
☐	Collect and organize data
☐	Conduct needs assessments
☐	Train community members in substance abuse prevention
☐	Leverage funds from sources other than SPF-PFS
☐	Leverage resources other than funding (personnel, space, supplies)
☐	Plan or implement prevention interventions
☐	Ensure that SPF-PFS-funded prevention interventions address issues related to cultural competence
☐	Plan or implement process or outcome evaluations of prevention interventions
☐	Set substance abuse policy at the organizational, local, state, or tribal level
☐	Educate others about needed changes in substance abuse policy at the organizational, local, or state/tribal jurisdiction level

Does your organization have formal, written policies in place to address cultural competence?

Type: X For One Response	Response
☐	Yes, we do have formal written policies to address cultural competence
☐	We do not have formal policies to address cultural competence but are required to follow the policies of the fiscal agency through which the SPF-PFS funds are funneled
☐	We are aware that cultural competence is an issue but we have not developed formal written policies yet, or these policies are currently being developed

Which of the following health disparities-related activities did your organization conduct?

Type: X For All That Apply	Activities
☐	Defined specific health disparities subpopulations (by demographics, language, age, socioeconomic status, sexual identity, or literacy)
☐	Identified specific substance use-related health disparities faced by your selected subpopulations
☐	Considered health disparities in your SPF-PFS planning process (e.g., in subrecipient or intervention selection)
☐	Involved subpopulations experiencing health disparities in your SPF-PFS activities (e.g., assessment, capacity building, planning, implementation, or evaluation)
☐	Received training to increase your capacity related to substance use health disparities
☐	Developed partnerships with agencies, organizations, or key stakeholders to address the health disparities
☐	Implemented interventions specifically for health disparities
☐	Adapted interventions to make them apply to specific health disparities subpopulations
☐	Increased the availability of substance use prevention services to health disparities subpopulations (i.e., increased how many services exist for these populations)
☐	Increased access to substance use prevention services for health disparities subpopulations (i.e., increased these populations' ability to get to or use these services)
☐	Evaluated outcomes by subpopulations that face substance use health disparities
☐	Evaluated changes in the number of individuals served or reached by subpopulations that face substance use health disparities
☐	Developed a plan to sustain progress made in addressing substance use-related health disparities beyond the SPF-PFS initiative

Indicate the activities that produced gains in your organizational resources related to SPF-PFS.

Type: X For All That Apply	Activities
☐	Wrote, reviewed, or rewrote organizational or coalition mission or vision statement
☐	Identified key organizational or coalition activities and goals
☐	Increased staffing
☐	Trained staff
☐	Identified coalition leaders
☐	Improved cultural competencies
☐	Secured additional funding
☐	Secured physical space
☐	Coordinated or improved technical resources
☐	Coordinated or developed data collection or management information systems (MIS) or both
☐	None of the above

Exhibit A Attachment II

Which area did your organization need, request, and/or receive SPF-PFS related guidance or training and technical assistance (T/TA)?

Training/Technical Assistance (T/TA) Areas	Type X: For All That Apply			Total Hours of T/TA Received during the past federal fiscal year
	Needed T/TA	Requested T/TA	Received T/TA	
Needs and resource assessment				
Work plan and/or strategic plan development				
Start task force, or coalition member training				
Building relationships				
Intervention selection				
Participant recruitment				
Intervention implementation				
Intervention adaptation				
Cultural competence				
Health disparities				
Evaluation				
Sustainability				

Provide information on the key stakeholders, partners, and partner organizations that participate in your organization's SPF-PFS

Sector	How many representatives from this sector are key stakeholders or partner members were active?	What was the average level of involvement for the members of this		
		Low	Medium	High
Youth groups/representatives				
Schools/school districts				
Other youth-serving organizations				
Parents/family/caregiver groups				
Tribal leaders or elders				
Business community				
Media (radio/TV/stations/newspapers)				
Clergy/fair-based organizations				
Civic/volunteer organizations				
Organizations serving LGBTQ individuals				
Military				
Law enforcement agencies				
Courts/Judicial system				
Substance abuse treatment organizations				
Substance abuse prevention organizations				
Health care professionals/agencies				
Mental health professionals/agencies				
Other State, local, or tribal government agencies				

Which of the following local data-related resources are available for your SPF-PFS efforts.

Data-Related Resources	Type X: Where Most Appropriate		
	Does not exist (is not available to SPF-PFS)	Available for needs to be enhanced	Available and adequate
A local database to house community, program, or participant data			
Procedures for access to a state/tribal/grantee database			
Expertise of local stakeholders in understanding and using data			

How have you worked to develop or enhance the data infrastructure needed for data-driven needs assessment, planning, and evaluation?

Type X: For All That Apply	Data Infrastructure
	Not applicable (no work has been done to enhance data infrastructure)
	Developed or implemented a community-level survey/data collection effort
	Developed or implemented a community-led qualitative data collection effort (e.g., interviews, focus groups)
	Developed or enhanced procedures for accessing data from other local agencies (e.g., education, child welfare, hospitals)
	Created or enhanced a local database to house community, program, or participant data
	Developed procedures for participation in a state/tribal/grantee database
	Enhanced skills/expertise of local stakeholders in understanding and using data
	Developed procedures for utilizing data provided by the state/tribal entity/jurisdiction

Exhibit A Attachment II

How has your organization worked to ensure that prevention intervention activities and outcomes continue after SPF-PFS funding has ended?

Type "X" For All That Apply	Prevention Intervention Activities
☐	Not applicable; no work was done to ensure that prevention intervention activities and outcomes continue after SPF-PFS funding has ended
☐	Leveraged, redirected, or realigned other funding sources or in-kind resources (e.g., used the success of the SPF-PFS efforts to secure other funds)
☐	Worked to ensure that prevention intervention activities are incorporated into the missions/goals and activities of other organizations (e.g., school districts)
☐	Worked to ensure that prevention staff positions are folded into other organizations (e.g., school districts, community agencies)
☐	Worked to gain formal adoption of prevention intervention activities into other organizations' practices (e.g., school district curriculum, organizational policy change)
☐	Worked to implement local level laws, policies, or regulations to guarantee the continuation of prevention intervention activities or outcomes
☐	Worked on developing a partnership structure that will continue to function beyond the end of the SPF-PFS grant period

How much impact did the following barriers have on your prevention activities?

Barriers	Type "X" Where Most Appropriate			
	No Impact	Low Impact	Moderate Impact	High Impact
Cultural norms, attitudes, or practices favoring substance use				
Lack of community awareness of the extent or consequences of substance abuse				
Community disorganization				
High poverty rates/low socioeconomic status				
High unemployment or underemployment				
Low literacy, lack of education, education allow priority, or high dropout rates				
Large recent refugee/immigrant population				
Language barriers				
Easy access to alcohol for underage youth				
Easy access to prescription drugs for nonmedical use				
Not enough funds for prevention interventions				
Lack of relevant prevention interventions for specific populations at risk				
Lack of transportation; difficulty reaching some parts of the community				
Lack of trust in law enforcement, government, social services				
Limited legal policies/laws or enforcement				
Lack of drug-free activities for area youth				
Lack of supervision for area youth				
Events that included substance use and received local media coverage				
Successful events affecting large portions of population: fires, earthquakes, etc.				

Exhibit A Attachment II

All Funding

Describe the types and amount of funding for substance abuse prevention your organization receives.

Source of Funding/Resource	Total dollar amount the prevention substance abuse prevention for your organization	Type of funding used for substance abuse prevention (SPF-PFS or other)	Amount of this funding stream used for substance abuse prevention (SPF-PFS or other)
SPF-PFS			
Drug-Free Communities (DFC) grant			
Sebelius Truth on Preventing Underage Drinking (STOP) Act funding			
Minority HIV/AIDS initiative (MHI)			
Substance Abuse Prevention and Treatment Block Grant			
Medicaid (Federal/State/Local)			
Other Federal funds			
Other State/tribal/indian funds			
Other local government funds			
Foundations/nonprofit organizations			
Corporate/business entities			
Individual donations/funding from fundraising events			

Prevention Intervention Costs

What were the total costs (labor and non-labor) that your organization incurred to implement the prevention intervention?

Intervention Type	Labor Costs	Non-Labor Costs	Total
Targeted Education			\$0.00
Community Outreach			\$0.00
Policy Development			\$0.00
Information Dissemination	\$0.00	\$0.00	\$0.00

For each job type, provide the number of hours worked for staff in that category who contributed to implementing the prevention intervention.

Job Type	FTEs Contributed to Implementing Intervention
Intervention Implementation Staff	
Other Staff (Administrative, Supervisory, Evaluation and Support Staff)	0.0

What was the total cost of contracted services?

\$0.00

Provide the total costs for any intervention supplies, incentives, and office supplies related to your intervention implementation.

Intervention Supplies, Incentives, and Office Supplies	Total Costs
Intervention Supplies	
Incentives	
General office supplies and minor equipment (under \$2,000)	\$0.00

Provide the total non-labor costs for any ongoing regular training activities related to the intervention implementation.

\$0.00

Report the overhead/indirect rate for your organization in the appropriate field below, based on how the rate is applied.

Overhead Rate
0.0000%
0.0000%
0.0000%

Identify any other costs associated with the intervention implementation.

Description	Total Costs
	\$0.00

Exhibit A Attachment II

Prevention Intervention In-Kind Contributions

Estimate the amount of in-kind labor that supported the intervention implementation.

Job Type	FTEs Contributed to Implementing Intervention	Estimated Value
Intervention Implementation Staff		
Other Staff (Administrative, Supervisory, Evaluation, and Support Staff)	0.0	\$0.00

List any in-kind non-labor that supported intervention implementation.

In-Kind Contributions (non-labor)	Estimated Value
	\$0.00

Start-Up Intervention Costs

Which of the following activities did your organization undertake related to starting up this prevention intervention.

Type (X) For All That Apply	Activities
	Hired new staff to implement the intervention
	Purchased a prevention intervention
	Developed a new prevention intervention
	Participated in an initial training on the intervention
	Developed policies and procedures related to implementing the intervention
	Recruited partners to assist with intervention implementation
	Acquired additional building space to implement intervention activities
	Other start-up activities
	Our organization did not conduct any start-up or intervention development activities

What was the total labor expense (including all fringe benefits and payroll taxes) for paid employees for their role in start-up activities?

\$0.00

For each job category, provide the number of hours worked for staff in that category who contributed to implementing the prevention intervention.

Job Type	FTEs Contributed to Start-Up
Intervention Implementation Staff	
Other Staff (Administrative, Supervisory, Evaluation, and Support Staff)	0.0

List any non-labor costs that supported start-up activities.

Non-Labor Contributions	Estimated Value
	\$0.00

Exhibit A Attachment II

Targeted Education

Track the Targeted Education interventions that were implemented as part of your SPF-PFS efforts.

Intervention	Specific Services/Activities	Date Started (MM/DD/YYYY)	Intervention Targets	Status	Date Completed (MM/DD/YYYY)
1					
2					
3					
4					

(continued) Indicate the locations and target population being served by each intervention (listed above).

Location (e.g., School Name, Business, Community Center)	City/Town	County	Zip Code	Target Population Description	What is the estimated target population number within the area described?
1					
2					
3					
4					

(continued) How many of your key stakeholders, partners and partner organizations supported or partnered with you on each intervention (listed above)?

Stakeholder	Number of Organizations	Number of Individuals	Did your organization leverage non-SPF-PFS funding or resources to support implementation of this intervention?	Which of your organization's other substance use prevention funding sources or resources supported this intervention?	Approximately what percentage of funding for this prevention intervention comes from SPF-PFS?
1					
2					
3					
4					

Which consumption patterns or consequences did the intervention(s) target?

Type (X) For All That Apply	Consumption/Consequences
	Nonmedical use of prescription drugs by youth age 12-17
	Nonmedical use of prescription drugs by young adults age 18 to 25
	Motor vehicle crashes
	Crime
	Prescription drug related illnesses and deaths
	Hospitalizations or emergency room visits
	Poisonings (overdoses) of prescription drugs

Which intervening variables did the intervention(s) target?

Type (X) For All That Apply	Intervening Variables
	Laws related to prescription drugs
	Level of enforcement
	Social access
	Retail promotion
	Norms-perceived parent/peer attitudes or both
	Norms-perceived peer use
	Perceived risk of harm
	Perceived risk of getting caught
	Family communication around alcohol use or prescription drug misuse
	Resistance or life skills or both
	Availability of prosocial activities
	School policies

Exhibit A Attachment II

Which factors were considered when choosing the intervention(s)?

Type (X) For All That Apply	Considerations
☐	It matched your target outcomes.
☐	It matched your target intervening variables.
☐	It addressed your specific target populations.
☐	It is culturally responsive to community needs.
☐	You perceive community support for it.
☐	You perceive that it will be easy to implement.
☐	You have used this intervention in the past.
☐	The intervention designer will provide training and technical assistance.
☐	It is cost-effective.
☐	You see strength of evidence that the intervention is effective in changing your target outcomes.
☐	You see strength of evidence that the intervention is effective in changing your target intervening variables.
☐	The intervention was recommended by You, State, the authority, or association.

Did the intervention(s) include a curriculum or manual? By curriculum or manual, we mean a set of instructions about how to deliver the prevention intervention. This can be a preexisting curriculum, manual created by the prevention intervention developer, a formal curriculum, or a manual developed by the community partner.

Type (X) For All That Apply	Select Response
☐	Yes
☐	No

Did the intervention(s) reach the same individuals over multiple sessions? An example would be a prevention that is delivered to the same group of participants every Monday night for 6 weeks, or to an eighth-grade health class every Friday in a semester.

Type (X) For All That Apply	Select Response
☐	Yes
☐	No

Was the intervention(s) implemented in a series of cycles, in which a new group of participants is served on a regular schedule, such as a new school year? If your intervention takes place for a period of time with the same participants and then starts over with new participants, select "Yes." A prevention intervention strategy can be both recurring and implemented in a series of cycles.

Type (X) For All That Apply	Select Response
☐	Yes
☐	No

Which format(s) did the intervention(s) target?

Type (X) For All That Apply	Format(s)
☐	Individual
☐	Small group (2-9)
☐	Large group (10-49)
☐	Extra-large group (50+)
☐	Web-based

Which age group(s) did the intervention(s) target?

Type (X) For All That Apply	Age Groups
☐	Children 0 to 11
☐	Youth age 12 to 17
☐	Young adults age 18 to 20
☐	Young adults age 21 to 25
☐	Adults age 26 or older

Which population type(s) did the intervention(s) target?

Type (X) For All That Apply	Population Targeted
☐	General population
☐	High school students
☐	College students
☐	Parents
☐	Health care providers
☐	Employees (e.g., recipients of a workplace substance abuse prevention program)
☐	Current or former military members
☐	Military/family members
☐	Lesbian/gay/bisexual/transgender/questioning individuals (LGBTQ)
☐	Individuals in poverty
☐	Individuals whose native language is other than English
☐	Individuals with low literacy
☐	Individuals with mental illness
☐	Individuals with disabilities (e.g., hearing, visually, or physically impaired)

Exhibit A Attachment II

List each separate location where you implemented the intervention(s). Then indicate how many groups of participants started the prevention education intervention and how many groups completed the prevention education intervention. Do not include groups who started and completed in previous reporting periods. Count each group in the location separately (e.g., count each classroom in each school).

Location (e.g. Wade Middle School)	Number of Groups Started in the Reporting Period	Number of Groups Completed in the Reporting Period

What was the average number of sessions provided for all groups of participants in the prevention education intervention?

Average Number of Sessions

What was the average length of the individual sessions?

Average Length (in hours)

How many total participants were served by the intervention(s)? Respond with your best estimate.

Total Participants

How many new participants were served by the intervention(s)? Respond with your best estimate.

New Participants

Complete the demographic tables below for the new participants served. Respond with your best estimates.

Gender	Number Served
Females	
Males	
Unknown	0

Age Group	Number Served
Children age 0 to 11	
Youth age 12 to 17	
Young adults age 18 to 20	
Young adults age 21 to 25	
Adults age 26 and older	
Unknown	0

Speak English	Number Served
Van's well	
Well	
Not well	
Not at all	
Unknown	0

Primary Language	Number Served
English	
Spanish	
Other	
Unknown	0

Military Status	Number Served
Currently serve in Armed Forces	
Currently serve in Reserves	
Currently serve in National Guard	
Served in past not currently	
Never served in the military	
Unknown	0

Racial Group	Number Served
American Indian/Alaska Native	
Black/African American	
White	
Asian	
Native Hawaiian/Other Pacific Islander	
Multiracial	
Other	
Unknown	0

Hispanic/Latino or Spanish origin	Number Served
Hispanic/Latino or Spanish origin	
Not Hispanic/Latino or Spanish origin	
Unknown	0

Disabilities	Number Served
Deaf or difficulty hearing	
Blind or difficulty seeing	
Serious difficulty walking or climbing stairs	
Difficulty dressing or bathing	
Difficulty concentrating, remembering, or making decisions	
Because of a physical, mental, or emotional condition	
Difficulty doing errands alone, such as visiting a doctor or	
shopping, because of a physical, mental, or emotional condition	
Unknown	0

Military Family Member Status	Number Served
Family member of someone on active duty in Armed Forces	
Reserves or National Guard	
Family member of someone separated or retired from Armed	
Forces, Reserves, or National Guard	
Not a family member of a current/past military member	
Unknown	0

Exhibit A Attachment II

Community Outreach

Track the Community Outreach interventions that were implemented as part of your SPF-PFS efforts.

Intervention	Specific Services/Activities	Date Started (MM/YYYY)	Intervention Targets	Status	Date Completed (MM/YYYY)
1					
2					
3					
4					

(continued) Indicate the locations and target population being served by each intervention (listed above).

Location (City, School, Land-Business, Community Center)	City/Town	County	Zip Code	Target Population Description	What is the estimated target population number within the target community?
1					
2					
3					
4					

(continued) How many of your key stakeholders, partners and partner organizations supported or partnered with you on each intervention (listed above)?

Sector	Number of Organizations	Number of Individuals	Did your organization leverage non-SPF-PFS funding or resources to support implementation of this intervention?	Which of your organization's funding sources or resources supported this intervention?	Approximately what percentage of total funding for this prevention intervention comes from SPF-PFS?
1					
2					
3					
4					

Which consumption patterns or consequences did the intervention(s) target?

Intervention Type/Target Audience	Consumption/Consequences
1	Normal medical use of prescription drugs by youth age 12-17
2	Normal medical use of prescription drugs by young adults age 18-25
3	Non-medical use of prescription drugs by young adults age 18-25
4	Motor vehicle crashes
5	Crime
6	Prescription drug-related illnesses and deaths
7	Hospitalizations or emergency room visits
8	Poisonings (overdoses) of prescription drugs

Which intervening variables did the intervention(s) target?

Intervening Variables	
Type of Ex/Alcohol Abuse	Attitudes related to prescription drugs
	Level of enforcement
	Social access
	Retail access
	Retail promotion
	Norms-perceived parent or peer attitudes of both
	Norms-perceived peer use
	Perceived risk of harm
	Perceived risk of getting caught
	Family communication around alcohol use or prescription drug misuse
	Resistance or the skills or both
	Availability of prosocial activities
	School policies

Which factors were considered when choosing the intervention(s)?

Intervening Variables	Considerations
1	Identified your target outcomes
2	Identified your target intervening variables
3	Identified your specific target populations
4	Identified your culturally responsive to community needs
5	You perceive community support
6	You perceive that it will be easy to implement
7	You have used this intervention in the past
8	The intervention designer will provide training and technical assistance
9	Its cost meets your needs
10	You see strength of evidence that the intervention is effective in changing your target outcomes
11	You see strength of evidence that the intervention is effective in changing your target intervening variables
12	The intervention was recommended by your State or local jurisdiction

Exhibit A Attachment II

What was the intended purpose(s) of the intervention(s)?

Type (X) for All That Apply	Purpose
☐	To raise awareness of one or more specific substance use prevention problems in the community
☐	To gain support from the community for substance abuse prevention efforts
☐	To provide information on the risks of substance use
☐	To provide substance abuse prevention information (e.g., information on securing prescription drugs in the household)
☐	To change individual behaviors with regard to substance use
☐	To provide intervention program information (e.g., contact information, meeting times)
☐	To provide surveillance and monitoring information (e.g., information about whom to contact if you suspect underage alcohol sales)
☐	To provide a directory of substance use prevention resources in the community

Did the intervention(s) raise community awareness of prescription drug misuse problems?

Select Response
☐
☐

Indicate the community members and groups that the intervention(s) targeted.

Type (X) for All That Apply	Target Audience
☐	The general public
☐	Youth groups or representatives
☐	Schools or school districts
☐	Youth-serving organizations other than schools (e.g., Big Brothers/Big Sisters, Boy Scouts/Girl Scouts)
☐	Parents, family, or caregiver groups
☐	Advocacy volunteers
☐	Business community
☐	Media (e.g., radio and television stations, newspapers and magazines)
☐	Faith-based organizations (e.g., churches, synagogues, mosques, temples, etc.)
☐	Civic or volunteer organizations (e.g., Kiwanis, Fraternal Order of Police, Women's League, local sports or neighborhood associations)
☐	Local government agencies
☐	Law enforcement agencies (e.g., local, tribal, state, and federal law enforcement agencies, including the police, FBI, and DEA)
☐	U.S. Department of Justice
☐	State, tribal, or local jails and prisons
☐	Health care professionals
☐	State, tribal, jurisdiction, or local public health departments
☐	Medical health professionals or agencies
☐	Other state or local jurisdiction government agencies (e.g., public health, public safety, social services, American Indian tribal government)
☐	Local village or tribal agencies (major's office, city council, tribal council, Alaska Native Corporation agencies)

Indicate the total number of different community groups or organizations that the intervention(s) targeted.

Total Community Groups

Estimate the total number of individuals who were reached or affected by the intervention(s).

Total Individuals Reached

Estimate the number of new individuals who were reached or affected by the intervention(s).

New Individuals Reached

Exhibit A Attachment II

Complete the demographic tables below for the new participants reached. Respond with your best estimates.

Gender	Number Reached
Females	
Males	
Unknown	0

Age Group	Number Reached
Children age 0 to 11	
Young adults age 12 to 17	
Young adults age 18 to 20	
Young adults age 21 to 25	
Adults age 26 and older	
Unknown	0

Speak English	Number Reached
Very well	
Well	
Not well	
Not at all	
Unknown	0

Primary Language	Number Reached
English	
Spanish	
Other	
Unknown	0

Military Status	Number Reached
Currently serve in Armed Forces	
Currently serve in Reserves	
Currently serve in National Guard	
Served in past, not currently	
Never served in the military	
Unknown	0

Racial Group	Number Reached
American Indian/Alaska Native	
Black/African American	
White	
Asian	
Native Hawaiian/Other Pacific Islander	
Multiracial	
Other	
Unknown	0

Hispanic/North Hispanic	Number Reached
Hispanic/Latino or Spanish origin	
Non-Hispanic non-Latino or Spanish origin	
Unknown	0

Disability	Number Reached
Deaf or difficulty hearing	
Blind or difficulty seeing	
Serious difficulty walking or climbing stairs	
Difficulty dressing or bathing	
Difficulty concentrating, remembering, or making decisions	
Because of a physical, mental, or emotional condition	
Difficulty doing errands alone, such as visiting a doctor or shopping, because of a physical, mental, or emotional condition	
Unknown	0

Military Family Member Status	Number Reached
Family member of someone or active duty in Armed Forces, Reserves, or National Guard	
Family member of someone separated or retired from Armed Forces, Reserves, or National Guard	
Not a family member of a current/past military member	
Unknown	0

Exhibit A Attachment II

Policy Development

Track the Policies, Ordinances, and Procedures that were implemented as part of your SPF-PFS efforts.

Intervention	Specific Services/Activities	Data Shared (MM/DD/YY)	Intervention Targets	Status	Date Completed (MM/DD/YY)
1					
2					
3					
4					

(continued) Indicate the locations and target population being served by each intervention (listed above).

Location (e.g., School, Home, Business, Community Center)	City/Town	County	Zip Code	Target Population Description	What is the estimated target population number within the target population?
1					
2					
3					
4					

(continued) How many of your key stakeholders, partners and partner organizations supported or partnered with you on each intervention (listed above)?

Sector	Number of Organizations	Number of Individuals	Did your organization leverage non-SPF-PFS funding or resources to support implementation of the intervention?	Which of your organization's other substance use prevention funding sources or resources supported this intervention?	Approximately what percentage of the funding for this prevention intervention comes from SPF-PFS?
1					
2					
3					
4					

Which consumption patterns or consequences did the intervention(s) intended to target?

Type(s) of Policy that Apply	Consumption/Consequences
1	Normal medical use of prescription drugs by youth age 12-17
2	Normal medical use of prescription drugs by young adults age 18 to 25
3	Motor vehicle crashes
4	Crime
5	Prescription drug-related illnesses and deaths
6	Hospitalizations or emergency room visits
7	Poisonings (overdoses) of prescription drugs

Which intervening variables did the intervention(s) intended to target?

Type(s) of Policy that Apply	Intervening Variables
1	Lower related to prescription drugs
2	Level of enforcement
3	Social access
4	Retail promotion
5	Norms perceived parent or peer attitudes or both
6	Norms perceived peer use
7	Perceived risk of harm
8	Perceived risk of getting caught
9	Family communication and alcohol use or prescription drug misuse
10	Resistance or life skills or both
11	Availability of prosocial activities
12	School policies

Which factors were considered when choosing the intervention(s)?

Type(s) of Policy that Apply	Considerations
1	It matched your target outcomes
2	It matched your large intervening variables
3	It addressed your specific target population
4	It is culturally responsive to community needs
5	You perceive community support for it
6	You perceive that it will be easy to implement
7	You have used this intervention in the past
8	The intervention designer will provide training and technical assistance
9	It is cost-effective
10	You see strength of evidence that the intervention is effective in changing your target outcomes
11	You see strength of evidence that the intervention is effective in changing your large intervening variables
12	The intervention was recommended by your State, tribal entity, or jurisdiction

Exhibit A Attachment II

How many different organizations did you engage with the intervention(s)?

Different Organizations

How many new organizations did you engage with the intervention(s)?

New Organizations

Select the activities that best describe the intervention(s).

Type of Policy	Activity
Type A: For All That Apply	Worked to enact policies related to retail access (e.g. prescription drug monitoring programs)
	Worked to enact policies related to social access (e.g. prescription drug take-back policies)
	Worked to enact policies related to consumption of substances in public places (e.g., open container laws)
	Worked to enact policies related to prescription drug advertising and billboard placements in the community
	Worked to establish school/workplace/organizational policies related to substance use
	Worked to establish policies to reduce the problems/consequences associated with substance abuse

Did your organization contact elected officials to provide information about policies to be enacted?

Select Response

How many elected officials were contacted?

Elected Officials

Estimate the total number of individuals who were reached or affected by the intervention(s):

Individuals	Total Individuals Reached
1	1
2	2
3	3
4	4
5	5
6	6
7	7
8	8
9	9
10	10
11	11
12	12
13	13
14	14
15	15
16	16
17	17
18	18
19	19
20	20
21	21
22	22
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84	84
85	85
86	86
87	87
88	88
89	89
90	90
91	91
92	92
93	93
94	94
95	95
96	96
97	97
98	98
99	99
100	100

Exhibit A Attachment II

Information Dissemination

Track the information dissemination interventions that were implemented as part of your SP-PRS efforts.

Intervention	Specific Service Activities	Date Started (MM/YY)	Intervention Targets	Status	Date Completed (MM/YY)
1					
2					
3					
4					

(continued) Indicate the locations and target population being served by each intervention (listed above).

Location (Eg: School Name, Districts, Community Center)	City/Town	County	Zip Code	Target Population Description	What is the estimated target population number with the area described?
1					
2					
3					
4					

(continued) How many of your key stakeholders, partners and partner organizations supported or partnered with you on each intervention (listed above)?

Stakeholder	Number of Organizations	Number of Individuals	Did your organization leverage other SP-PRS to support or supplement this intervention?	Which of your organization's other assistance/prevention funding sources or resources supported this intervention?	Approximately what percentage of total funding to the prevention intervention comes from SP-PRS?
1					
2					
3					
4					

Which consumption patterns or consequences did the intervention(s) intended to target?

Intervention Type (X) For All That Apply	Consumption/Consequences
	Normal medical use of prescription drugs by youth (age 12-17)
	Normal medical use of prescription drugs by young adults (age 18 to 25)
	Motor vehicle crashes
	Crime
	Prescription drug-related illnesses and deaths
	Hospitalizations/emergency room visits
	Poisonings (overdoses) of prescription drugs

Which intervening variables did the intervention(s) intended to target?

Intervention Type (X) For All That Apply	Intervening Variables
	Law enforcement related to prescription drugs
	Level of enforcement
	Social access
	Retail access
	Retail promotion
	Norms/perceived parent or peer attitudes or both
	Norms/perceived peer use
	Perceived risk of harm
	Perceived risk of getting caught
	Family communication around alcohol use or prescription drug misuse
	Residence or life skills or both
	Availability of prosocial activities
	School policies

Which factors were considered when choosing the intervention(s)?

Intervention Type (X) For All That Apply	Considerations
	Did the intervention match your target outcomes?
	Did the intervention match your target population?
	Did the intervention address your specific target population?
	Is the intervention culturally responsive to community needs?
	Do you perceive community support for it?
	Do you perceive that it will be easy to implement?
	Do you have used this intervention in the past?
	The intervention designer will provide training and technical assistance
	You see strength of evidence that the intervention is effective in changing your target outcomes
	You see strength of evidence that the intervention is effective in changing your target intervening variables
	The intervention was recommended by your State, tribal entity, or jurisdiction

Exhibit A Attachment II

Which of the following best describes the implementation history of the intervention(s) in your community

Type of Intervention	Implementation History
Not Implemented	
Continuation of a SP/SG prevention intervention	

Did the prevention intervention(s) include a curriculum or manual? By curriculum or manual, we mean a set of instructions about how to deliver the prevention intervention. This can be a preexisting curriculum or manual created by the prevention intervention developer or a formal curriculum or manual developed by the community partner.

Type of Intervention	Implementation History
Not Implemented	
Continuation of a SP/SG prevention intervention	

What was the intended purpose(s) of the intervention(s)?

To raise awareness of one or more specific substance use prevention problems in the community
To gain a support from the community for substance abuse prevention efforts
To provide information on the risks of substance use
To provide substance abuse prevention information (e.g., information on securing prescription drugs in the household)
To change individual behaviors with regard to substance use
To provide intervention program information (e.g., contact information, meeting times)
To provide surveillance and monitoring information (e.g., information about whom to contact if you suspect underage alcohol sales)
To provide a recovery of substance use prevention resources in the community

Did the intervention(s) raise community awareness of prescription drug misuse problems?

Type of Intervention	Implementation History
Not Implemented	
Continuation of a SP/SG prevention intervention	

Indicate the community members and groups that the intervention(s) targeted.

General public
Youth groups or representatives
Schools or school districts
Youth serving organizations other than schools (e.g., Big Brothers/Big Sisters, Boy Scouts/Girl Scouts)
Parents, family or caregiver groups
Advocacy volunteers
Business community
Media (e.g., radio and television stations, newspapers and magazines)
Faith-based organizations (e.g., churches, charitable organizations with religious affiliations such as Catholic Charities)
Civic or volunteer organizations (e.g., Kiwanis, Fraternal Order of Police, Women's League, local sports or neighborhood associations)
LGBTQ+ supportive organization
Military or veteran organization
Law enforcement agencies (e.g., local tribal, state, and federal law enforcement agencies including the police, FBI, and DEA)
U.S. Department of Justice
State, tribal, or local jails and prisons
Health care professionals
State, tribal, or local public health departments
Mental health professionals or agencies
Other state, tribal, or jurisdiction government agencies (e.g., public health, public safety, social services, American Indian tribal government)
Local, village, or tribal agencies (mayor's office, city, council, tribal council, Alaska Native Corporation agencies)

Indicate the total number of different community groups or organizations that the intervention(s) targeted.

Total Community Groups

Estimate the total number of individuals who were reached or affected by the intervention(s).

Total Individuals Reached

Exhibit A Attachment II

Complete the demographic tables below for the *new participants* reached or affected. Respond with your best estimates

Gender	Number Reached
Female	
Male	
Unknown	0

Age Group	Number Reached
Children age 0 to 11	
Youth age 12 to 17	
Young adults age 18 to 20	
Young adults age 21 to 25	
Adults age 26 and older	
Unknown	0

Speak English	Number Reached
Very well	
Well	
Not well	
Not at all	
Unknown	0

Primary Language	Number Reached
English	
Spanish	
Other	
Unknown	0

Military Status	Number Reached
Currently serve in Armed Forces	
Currently serve in Reserves	
Currently serve in National Guard	
Served in past not currently	
Never served in the military	
Unknown	0

Race/Ethnicity	Number Reached
American Indian/Alaska Native	
Black/African American	
White	
Asian	
Native Hawaiian/Other Pacific Islander	
Multiracial	
Other	
Unknown	0

Hispanic/Latino	Number Reached
Hispanic/Latino or Spanish origin	
Non-Hispanic/Latino or Spanish origin	
Unknown	0

Disabilities	Number Reached
Deaf or difficulty hearing	
Blind or difficulty seeing	
Serious difficulty walking or climbing stairs	
Difficulty dressing or bathing	
Difficulty concentrating, remembering, or making decisions because of a physical, mental, or emotional condition	
Difficulty doing errands alone, such as visiting a doctor or shopping, because of a physical, mental, or emotional condition	
Unknown	0

Military Family Member Status	Number Reached
Family member of someone on active duty in Armed Forces, Reserves, or National Guard	
Family member of someone separated or retired from Armed Forces, Reserves, or National Guard	
Not a family member of a current/past military member	
Unknown	0

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, DHCS 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 in triplicate not more frequently than monthly in arrears to:

Allison Tamai
Department of Health Care Services
Clinical Assurance & Administrative Support Division
1501 Capitol Avenue, MS 4506
Sacramento, CA 95814

DHCS, at its discretion, may designate an alternate invoice submission address. A change in the invoice address shall be accomplished via a written notice to the Contractor by DHCS and shall not require an amendment to this Agreement.

C. Invoices shall:

- 1) Be prepared on Contractor letterhead. If invoices are not on produced letterhead, invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent actual expenses for the service performed under this Agreement.
- 2) Bear the Contractor's name as shown on the Agreement.
- 3) Identify the billing and/or performance period covered by the invoice.
- 4) Itemize costs for the billing period in the same or greater level of detail as indicated in the Agreement budget years. 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 DHCS.
- 5) Include a quarterly progress report utilizing the Data Collection Tool provided by DHCS as identified in Exhibit A, Provision 5A.Item 3.b.

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, DHCS shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, DHCS shall have the option to either cancel this Agreement with no liability occurring to DHCS, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

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

Exhibit B
Budget Detail and Payment Provisions

4. Amounts Payable

- A. The amounts payable under this Agreement shall not exceed:
 - 1) \$100,000 for the budget period of 07/01/17 through 06/30/18
 - 2) \$100,000 for the budget period of 07/01/18 through 06/30/19
 - 3) \$100,000 for the budget period of 07/01/19 through 06/30/20
 - 4) \$100,000 for the budget period of 07/01/20 through 06/30/21
- 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.
- C. The Contractor must maintain records reflecting actual expenditures for each state fiscal year covered by the term of this Agreement.

5. Timely Submission of Final Invoice

- A. A final undisputed invoice shall be submitted for payment no more than sixty (60) calendar days following the expiration or termination date of this Agreement, unless a later or alternate deadline is agreed to in writing by the Program Contract Manager. Said invoice should be clearly marked "Final Invoice," thus indicating that all payment obligations of DHCS under this Agreement have ceased and that no further payments are due or outstanding.
- B. DHCS may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written DHCS approval of an alternate final invoice submission deadline. Written DHCS approval shall be sought from the Program Contract Manager prior to the expiration or termination date of this Agreement.
- C. The Contractor is hereby advised of its obligation to submit, with the final invoice, a **"Contractor's Release (Exhibit H)"** acknowledging submission of the final invoice to DHCS and certifying the approximate percentage amount, if any, of recycled products used in performance of this Agreement.

6. Expense Allowability / Fiscal Documentation

- A. Invoices, received from a Contractor and accepted and/or submitted for payment by DHCS, shall not be deemed evidence of allowable agreement costs.
- B. Contractor shall maintain for review and audit and supply to DHCS upon request, adequate documentation of all expenses claimed pursuant to this Agreement to permit a determination of expense allowability. DHCS will request copies of all supporting fiscal documentation for one randomly selected calendar quarter per Agreement year for review.
- C. If the allowability or appropriateness of an expense cannot be determined by DHCS 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 DHCS. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.

Exhibit B
Budget Detail and Payment Provisions

- D. If travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. For more information on allowable travel and per diem expenses and required documentation, see Exhibit G entitled, "Travel Reimbursement Information."
- E. Costs and/or expenses deemed unallowable are subject to recovery by DHCS. See provision 7 in this exhibit entitled, "Recovery of Overpayments" for more information.
- F. The State may withhold or disallow payments, reduce or terminate funds, and/or deny future funding anytime a Contractor fails to comply with any term or condition of the agreement or program guidelines. Failure to comply may include, but is not limited to, the failure to submit acceptable and timely reimbursement invoices, quarterly, or annual comprehensive reports.

7. Recovery of Overpayments

- A. Contractor agrees that invoices based upon a contractual Agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by DHCS by one of the following options:
 - 1) Contractor's remittance to DHCS of the full amount of the audit exception within 30 days following DHCS' request for repayment;
 - 2) A repayment schedule which is agreeable to the both DHCS and the Contractor.
- B. DHCS reserves the right to select which option will be employed and the Contractor will be notified by DHCS 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 DHCS' 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 DHCS, the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the Contractor's first receipt of DHCS' notice requesting reimbursement of questioned audit costs or disallowed expenses.

8. Use of Funds

- A. The Contractor agrees that funds provided from the Agreement cannot be used for distributing sterile needles or syringes for the hypodermic injection of any illegal drug.
- B. The Contractor agrees that the funds may not be used for religious worship, instruction, proselytization, or for equipment and supplies to be used for any of these activities.
- C. The Department of Health and Human Services Appropriations Act requires that to the greatest extent possible, all equipment and products purchased with funds made available under this award should be American made.

Exhibit B
Budget Detail and Payment Provisions

- D. The Contractors who apply or bid for an award of \$100,000 or more shall file the required anti-lobbying certification. Each tier certifies to the tier above it that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of an agency or any officer, employee or member of Congress in connection with the awarding, modifying, renewing or extending of any federal contract, grant, loan, cooperative contract, or any other award covered by 31 USC 1352. Each tier shall also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier.
- E. The Contractor is responsible for assuring that the use of funds from this Agreement will comply with Section 516 of the Public Health Services Act, as amended (42 USC § 290bb-22) and 45 CFR Part 92, as applicable. Further, the funds will only be used for allowable costs under the appropriate Office of Management and Budget Circular, "General Principles for Determining Allowable Costs" (2 CFR 200).
- F. The Contractor agrees that it has no ongoing or completed projects under Agreement with other federal funding sources that duplicate or overlap any work contemplated or described in this project. It is further agreed that any pending or proposed request for other federal funds that would duplicate or overlap work under this project will be revised to exclude any such duplication of Agreement fund expenditures. It is understood that any such duplication of federal fund expenditures subsequently determined by audit will be subject to recovery.
- G. By law, none of the funds awarded can be used to pay the salary of an individual at a rate in excess of the federal Executive Level II, which is currently \$185,100 annually.

Exhibit B Attachment I
Budget
Year 1
(July 1, 2017 through June 30, 2018)

Personnel

Position Title	# of Staff	Annual Salary	FTE %	Annual Cost
Program Specialist I	1	\$42,557	50%	\$ 21,279
Total Salary				\$ 21,279
Fringe Benefits (67.70%)				\$ 14,405
Total Personnel				\$ 35,684

Operating Expenses

Communications
Supplies
Printing Supplies

Total Operating Expenses \$ 960

Travel (at CalHR reimbursement rates)

Learning Community- Sacramento- Travel costs to attend
trainings and meetings
Travel for 3 people (Travel expenses may include county
staff, coalition and community members)
Local Travel

Total Travel Expenses \$ 1,776

Sub-contracts

Mendocino County Youth Project \$40,952
Mendocino Office of Education \$5,000

Total Subcontracts \$ 45,952

Other Costs

Public Awareness Materials
Media Campaign Support (posters, flyers, brochures,
promotions)

Total Other Costs \$ 6,707

Indirect Costs (25% of Total Personnel)

Indirect Costs \$ 8,921

Annual Budget Total \$ 100,000

Exhibit B Attachment II
Budget
Year 2
(July 1, 2018 through June 30, 2019)

Personnel

Position Title	# of Staff	Annual Salary	FTE %	Annual Cost
Program Specialist I	1	\$44,678	52%	\$ 23,233
Staff Assistant III	1	\$33,946	21%	\$ 7,129
Total Salary				\$ 30,362
Fringe Benefits (67.70%)				\$ 20,555
Total Personnel				\$ 50,917

Operating Expenses

Communications
Supplies
Printing Supplies

Total Operating Expenses \$ 1,401

Travel (at CalHR reimbursement rates)

Learning Community- Sacramento- Travel costs to attend trainings and meetings
Travel for 3 people (Travel expenses may include county staff, coalition and community members)
Local Travel

Total Travel Expenses \$ 1,983

Sub-contracts

Mendocino County Youth Project \$24,970
Mendocino Office of Education \$5,000

Total Subcontracts \$ 29,970

Other Costs

Public Awareness Materials
Media Campaign Support (posters, flyers, brochures, promotions)

Total Other Costs \$ 3,000

Indirect Costs (25% of Total Personnel)

Indirect Costs \$ 12,729

Annual Budget Total \$ 100,000

Exhibit B Attachment III
Budget
Year 3
(July 1, 2019 through June 30, 2020)

Personnel

Position Title	# of Staff	Annual Salary	FTE %	Annual Cost
Program Specialist I	1	\$46,904	50%	\$ 23,452
Staff Assistant III	1	\$35,651	20%	\$ 7,130
Total Salary				\$ 30,582
Fringe Benefits (67.70%)				\$ 20,704
Total Personnel				\$ 51,286

Operating Expenses

Communications
Supplies
Printing Supplies

Total Operating Expenses \$ 960

Travel (at CalHR reimbursement rates)

Learning Community- Sacramento- Travel costs to attend trainings and meetings
Travel for 3 people (Travel expenses may include county staff, coalition and community members)
Local Travel

Total Travel Expenses \$ 1,982

Sub-contracts

Mendocino County Youth Project \$24,970
Mendocino Office of Education \$5,000

Total Subcontracts \$ 29,970

Other Costs

Public Awareness Materials
Media Campaign Support (posters, flyers, brochures, promotions)

Total Other Costs \$ 2,980

Indirect Costs (25% of Total Personnel)

Indirect Costs \$ 12,822

Annual Budget Total \$ 100,000

Exhibit B Attachment IV
Budget
Year 4
(July 1, 2020 through June 30, 2021)

Personnel

Position Title	# of Staff	Annual Salary	FTE %	Annual Cost
Program Specialist I	1	\$49,254	50%	\$ 24,627
Staff Assistant III	1	\$37,440	17%	\$ 6,365
Total Salary				\$ 30,992
Fringe Benefits (67.70%)				\$ 20,981
Total Personnel				\$ 51,973

Operating Expenses

Communications
 Supplies
 Printing Supplies

Total Operating Expenses \$ 960

Travel (at CalHR reimbursement rates)

Learning Community- Sacramento- Travel costs
 to attend trainings and meetings
 Travel for 3 people (Travel expenses may include
 county staff, coalition and community members)
 Local Travel

Total Travel Expenses \$ 1,982

Sub-contracts

Mendocino County Youth Project \$24,970
 Mendocino Office of Education \$5,000

Total Subcontracts \$ 29,970

Other Costs

Public Awareness Materials
 Media Campaign Support (posters, flyers,
 brochures, promotions)

Total Other Costs \$ 2,122

Indirect Costs (25% of Total Personnel)

Indirect Costs \$ 12,993

Annual Budget Total \$ 100,000

Special Terms and Conditions

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

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

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

The terms "California Department of Health Care Services", "California Department of Health Services", "Department of Health Care Services", "Department of Health Services", "CDHCS", "DHCS", "CDHS", and "DHS" shall all have the same meaning and refer to the California State agency that is a party to this Agreement.

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

Index of Special Terms and Conditions

1. Federal Equal Employment Opportunity Requirements	17. Human Subjects Use Requirements
2. Travel and Per Diem Reimbursement	18. Novation Requirements
3. Procurement Rules	19. Debarment and Suspension Certification
4. Equipment Ownership / Inventory / Disposition	20. Smoke-Free Workplace Certification
5. Subcontract Requirements	21. Covenant Against Contingent Fees
6. Income Restrictions	22. Payment Withholds
7. Audit and Record Retention	23. Performance Evaluation
8. Site Inspection	24. Officials Not to Benefit
9. Federal Contract Funds	25. Four-Digit Date Compliance
10. Intellectual Property Rights	26. Prohibited Use of State Funds for Software
11. Air or Water Pollution Requirements	27. Use of Small, Minority Owned and Women's Businesses
12. Prior Approval of Training Seminars, Workshops or Conferences	28. Alien Ineligibility Certification
13. Confidentiality of Information	29. Union Organizing
14. Documents, Publications, and Written Reports	30. Contract Uniformity (Fringe Benefit Allowability)
15. Dispute Resolution Process	31. Suspension or Stop Work Notification
16. Financial and Compliance Audit Requirements	32. Lobbying Restrictions and Disclosure Certification

1. Federal Equal Opportunity Requirements

(Applicable to all federally funded agreements entered into by the Department of Health Care Services)

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

- g. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or DHCS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by DHCS, the Contractor may request in writing to DHCS, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

2. Travel and Per Diem Reimbursement

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

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

3. Procurement Rules

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

a. Equipment/Property definitions

Wherever the term equipment and/or 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 DHCS 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 DHCS or the cost is reimbursed through this Agreement.

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

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

To secure equipment/property above the annual maximum limit of \$50,000, the Contractor shall

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

- (2) All equipment/property purchases are subject to Paragraphs d through h of Provision 3. Paragraph b of Provision 3 shall also apply, if equipment/property purchases are delegated to subcontractors that are either a government or public entity.
- (3) Nonprofit organizations and commercial businesses shall use a procurement system that meets the following standards:
 - (a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.
 - (b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.
 - (c) Procurements shall be conducted in a manner that provides for all of the following:
 - [1] Avoid purchasing unnecessary or duplicate items.
 - [2] Equipment/property 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 DHCS, prior written authorization from the appropriate DHCS Program Contract Manager will be required before the Contractor will be reimbursed for any purchase of \$5,000 or more for commodities, supplies, equipment/property, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by DHCS, 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 DHCS (e.g., when DHCS has a need to monitor certain purchases, etc.), DHCS may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. DHCS reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that DHCS determines to be unnecessary in carrying out performance under this Agreement.
- f. The Contractor and/or subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor and/or subcontractor at any time.
- g. For all purchases, the Contractor and/or subcontractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor and/or subcontractor for inspection or audit.
- h. DHCS may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under Paragraphs b and/or c of Provision 3 by giving the Contractor no less than 30 calendar days written notice.

4. Equipment/Property Ownership / Inventory / Disposition

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

- a. Wherever the term equipment and/or property is used in Provision 4, the definitions in Paragraph a of Provision 3 shall apply.

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

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

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

- (2) **Annual Equipment/Property Inventory** - 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 DHCS Program Contract Manager using a form or format designated by DHCS' Asset Management Unit. If an inventory report form (i.e., Inventory/Disposition of DHCS-Funded Equipment) does not accompany this Agreement, Contractor shall request a copy from the DHCS 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 DHCS according to the instructions appearing on the inventory form or issued by the DHCS Program Contract Manager.
 - (c) Contact the DHCS 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 either the DHCS Program Contract Manager or DHCS' 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, DHCS shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.
- d. The Contractor and/or Subcontractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.
- (1) In administering this provision, DHCS may require the Contractor and/or Subcontractor to repair or replace, to DHCS' satisfaction, any damaged, lost or stolen state equipment and/or property. In the event of state equipment and/or miscellaneous property theft, Contractor and/or Subcontractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the DHCS 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 DHCS under the terms of this Agreement, shall only be used for performance of this Agreement or another DHCS 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 DHCS Program Contract Manager and shall, at that time, query DHCS as to the requirements, including the manner and method, of returning state equipment and/or property to DHCS. Final disposition of equipment and/or property shall be at DHCS expense and according to DHCS instructions. Equipment and/or property disposition instructions shall be issued by DHCS immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, DHCS may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different DHCS agreement.

g. **Motor Vehicles**

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

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

Automobile Liability Insurance

- (a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of \$1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, to the Contractor and/or Subcontractor.
- (b) The Contractor and/or Subcontractor shall, as soon as practical, furnish a copy of the certificate of insurance to the DHCS Program Contract Manager. The certificate of insurance shall identify the DHCS contract or agreement number for which the insurance applies.
- (c) The Contractor and/or Subcontractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to DHCS.
- (d) The Contractor and/or Subcontractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.
- (e) The Contractor and/or Subcontractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:

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

5. Subcontract Requirements

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

- a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing \$5,000 or more. Except as indicated in Paragraph a(3) herein, when securing subcontracts for services exceeding \$5,000, the Contractor shall obtain at least three bids or justify a sole source award.
 - (1) The Contractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.
 - (2) DHCS may identify the information needed to fulfill this requirement.
 - (3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:
 - (a) A local governmental entity or the federal government,
 - (b) A State college or State university from any State,
 - (c) A Joint Powers Authority,
 - (d) An auxiliary organization of a California State University or a California community college,
 - (e) A foundation organized to support the Board of Governors of the California Community Colleges,
 - (f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,
 - (g) Firms or individuals proposed for use and approved by DHCS' funding Program via acceptance of an application or proposal for funding or pre/post contract award negotiations,
 - (h) Entities and/or service types identified as exempt from advertising and competitive bidding in State Contracting Manual Chapter 5 Section 5.80 Subsection B.2. View this publication at the following Internet address: <http://www.dgs.ca.gov/ols/Resources/StateContractManual.aspx>.
- b. DHCS 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 DHCS 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 DHCS.
- c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of \$5,000 or more are subject to the prior review and written approval of DHCS. DHCS may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by DHCS.
- d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by DHCS, make copies available for approval, inspection, or audit.
- e. DHCS assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.
- f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.
- g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.
- h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

"(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from DHCS to the Contractor, to permit DHCS or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."
- i. Unless otherwise stipulated in writing by DHCS, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.
- j. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 19, 20, 24, 32 and/or other numbered provisions herein that are deemed applicable.

6. Income Restrictions

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

7. Audit and Record Retention

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

- a. The Contractor and/or Subcontractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- b. The Contractor's and/or subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- c. Contractor agrees that DHCS, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this

Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896).

- d. The Contractor and/or Subcontractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.
 - (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
 - (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- e. The Contractor and/or Subcontractor shall comply with the above requirements and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code § 10115.10, if applicable.
- f. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.
- g. The Contractor shall, if applicable, comply with the Single Audit Act and the audit reporting requirements set forth in OMB Circular A-133.

8. Site Inspection

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

9. Federal Contract Funds

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

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
- b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.

- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- d. DHCS has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

10. Intellectual Property Rights

a. Ownership

- (1) Except where DHCS has agreed in a signed writing to accept a license, DHCS 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 DHCS and which result directly or indirectly from this Agreement.
- (2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.
 - (a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.
- (3) In the performance of this Agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of DHCS' Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of DHCS' Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of DHCS. **Except as otherwise set forth herein, neither the Contractor nor DHCS 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 DHCS, Contractor agrees to abide by all license and confidentiality restrictions applicable to DHCS in the third-party's license agreement.
- (4) Contractor agrees to cooperate with DHCS in establishing or maintaining DHCS' exclusive rights in the Intellectual Property, and in assuring DHCS' 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 DHCS all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or DHCS and which result directly or indirectly from this Agreement or any subcontract.
- (5) Contractor further agrees to assist and cooperate with DHCS 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 DHCS' 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 DHCS 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 DHCS, 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 DHCS 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 DHCS to any work product made, conceived, derived from, or reduced to practice by Contractor or DHCS 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 DHCS and which result directly or indirectly from this Agreement, shall include DHCS' notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2010, etc.], California Department of Health Care Services. This material may not be reproduced or disseminated without prior written permission from the California Department of Health Care Services." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

d. Patent Rights

With respect to inventions made by Contractor in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, Contractor hereby grants to DHCS 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 DHCS, without additional compensation, all its right, title and interest in and to such inventions and to assist DHCS in securing United States and foreign patents with respect thereto.

e. Third-Party Intellectual Property

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

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

g. Intellectual Property Indemnity

- (1) Contractor shall indemnify, defend and hold harmless DHCS 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 DHCS' 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 DHCS 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. DHCS reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against DHCS.

- (2) Should any Intellectual Property licensed by the Contractor to DHCS under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve DHCS' right to use the licensed Intellectual Property in accordance with this Agreement at no expense to DHCS. DHCS 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 DHCS 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, DHCS 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 DHCS for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges DHCS would suffer irreparable harm in the event of such breach and agrees DHCS shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

h. Federal Funding

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

i. Survival

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

11. Air or Water Pollution Requirements

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

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

12. Prior Approval of Training Seminars, Workshops or Conferences

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

13. Confidentiality of Information

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

14. Documents, Publications and Written Reports

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

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

15. Dispute Resolution Process

- a. A Contractor grievance exists whenever there is a dispute arising from DHCS' action in the administration of an agreement. If there is a dispute or grievance between the Contractor and DHCS, the Contractor must seek resolution using the procedure outlined below.
 - (1) The Contractor should first informally discuss the problem with the DHCS 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 Health and Safety Code Section 100171.
- c. Unless otherwise stipulated in writing by DHCS, all dispute, grievance and/or appeal correspondence shall be directed to the DHCS Program Contract Manager.
- d. There are organizational differences within DHCS' 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 DHCS Program Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

16. Financial and Compliance Audit Requirements

- a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.
- b. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code Section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code Section 38030).
- c. The Contractor, as indicated below, agrees to obtain one of the following audits:

(1) ***If the Contractor is a nonprofit organization (as defined in H&S Code Section 38040) and receives \$25,000 or more from any State agency under a direct service contract or agreement;*** the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, ***and/or***

(2) ***If the Contractor is a nonprofit organization (as defined in H&S Code Section 38040) and receives less than \$25,000 per year from any State agency under a direct service contract or agreement,*** the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, ***and/or***

(3) ***If the Contractor is a State or Local Government entity or Nonprofit organization (as defined by the Federal Office of Management and Budget [OMB] Circular A-133) and expends \$500,000 or more in Federal awards,*** the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in OMB Circular A-133 entitled "Audits of States, Local Governments, and Non-Profit Organizations". An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:

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

- (4) If the Contractor submits to DHCS a report of an audit other than an OMB A-133 audit, the Contractor must also submit a certification indicating the Contractor has not expended \$500,000 or more in federal funds for the year covered by the audit report.
- d. Two copies of the audit report shall be delivered to the DHCS program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the DHCS Program Contract Manager shall forward the audit report to DHCS' Audits and Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.
 - e. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Contractor's total revenue. The DHCS program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.
 - f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.
 - g. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.
 - h. Nothing in this provision limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.
 - i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.
 - j. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.
 - k. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

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

17. Human Subjects Use Requirements

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

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

18. Novation Requirements

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

19. Debarment and Suspension Certification

(Applicable to all agreements funded in part or whole with federal funds.)

- a. By signing this Agreement, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.
- b. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and
 - (4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
 - (5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
 - (6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the DHCS Program Contract Manager.
- d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
- e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the DHCS may terminate this Agreement for cause or default.

20. Smoke-Free Workplace Certification

(Applicable to federally funded agreements/grants and subcontracts/subawards, that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)

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

21. Covenant Against Contingent Fees

(Applicable only to federally funded agreements.)

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

22. Payment Withholds

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

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

23. Performance Evaluation

(Not applicable to grant agreements.)

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

24. Officials Not to Benefit

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

25. Four-Digit Date Compliance

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

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

26. Prohibited Use of State Funds for Software

(Applicable to agreements in which computer software is used in performance of the work.)

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

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

(Applicable to that portion of an agreement that is federally funded and entered into with institutions of higher education, hospitals, nonprofit organizations or commercial businesses.)

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

- (1) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
- (2) Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
- (3) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
- (4) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
- (5) Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

28. Alien Ineligibility Certification

(Applicable to sole proprietors entering federally funded agreements.)

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

29. Union Organizing

(Applicable only to grant agreements.)

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

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

30. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

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

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

f. Earned/Accrued Compensation

- (1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See Provision f (3)(a) for an example.
- (2) For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.
- (3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the Agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.

(a) Example No. 1:

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

(b) Example No. 2:

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

(c) Example No. 3:

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

31. Suspension or Stop Work Notification

- a. DHCS may, at any time, issue a notice to suspend performance or stop work under this Agreement. The initial notification may be a verbal or written directive issued by the funding Program's Contract Manager. Upon receipt of said notice, the Contractor is to suspend and/or stop all, or any part, of the work called for by this Agreement.
- b. Written confirmation of the suspension or stop work notification with directions as to what work (if not all) is to be suspended and how to proceed will be provided within 30 working days of the verbal notification. The suspension or stop work notification shall remain in effect until further written notice is received from DHCS. The resumption of work (in whole or part) will be at DHCS' discretion and upon receipt of written confirmation.
 - (1) Upon receipt of a suspension or stop work notification, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize or halt the incurrence of costs allocable to the performance covered by the notification during the period of work suspension or stoppage.
 - (2) Within 90 days of the issuance of a suspension or stop work notification, DHCS shall either:
 - (a) Cancel, extend, or modify the suspension or stop work notification; or
 - (b) Terminate the Agreement as provided for in the Cancellation / Termination clause of the Agreement.

- c. If a suspension or stop work notification issued under this clause is canceled or the period of suspension or any extension thereof is modified or expires, the Contractor may resume work only upon written concurrence of funding Program's Contract Manager.
- d. If the suspension or stop work notification is cancelled and the Agreement resumes, changes to the services, deliverables, performance dates, and/or contract terms resulting from the suspension or stop work notification shall require an amendment to the Agreement.
- e. If a suspension or stop work notification is not canceled and the Agreement is cancelled or terminated pursuant to the provision entitled Cancellation / Termination, DHCS shall allow reasonable costs resulting from the suspension or stop work notification in arriving at the settlement costs.
- f. DHCS shall not be liable to the Contractor for loss of profits because of any suspension or stop work notification issued under this clause.

32. Lobbying Restrictions and Disclosure Certification

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

a. Certification and Disclosure Requirements

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

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for

influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

**Attachment 1
State of California
Department of Health Care Services**

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

Name of Contractor

Printed Name of Person Signing for Contractor

Contract / Grant Number

Signature of Person Signing for Contractor

Date

Title

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

California Department of Health Care Services

DHCS reserves the right to notify the contractor in writing of an alternate submission address.

Attachment 2

CERTIFICATION REGARDING LOBBYING

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

Approved by OMB
0348-0046

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

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

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

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

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

Exhibit E
Additional Provisions

1. Amendment Process

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

2. Cancellation / Termination

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

3. Avoidance of Conflicts of Interest by Contractor

- A. DHCS 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, DHCS 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 DHCS 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 Agreement would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the Agreement.
 - 2) An instance where the Contractor's or any subcontractor's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.
- C. If DHCS 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 DHCS to provide complete information regarding the suspected conflict. If a conflict

Exhibit E
Additional Provisions

of interest is determined to exist by DHCS and cannot be resolved to the satisfaction of DHCS, the conflict will be grounds for terminating the Agreement. DHCS may, at its discretion upon receipt of a written request from the Contractor, authorize an extension of the timeline indicated herein.

4. Freeze Exemptions

- A. Contractor agrees that any hiring freeze adopted during the term of this Agreement shall not be applied to the positions funded, in whole or part, by this Agreement.
- B. Contractor agrees not to implement any personnel policy, which may adversely affect performance or the positions funded, in whole or part, by this Agreement.
- C. Contractor agrees that any travel freeze or travel limitation policy adopted during the term of this Agreement shall not restrict travel funded, in whole or part, by this Agreement.
- D. Contractor agrees that any purchasing freeze or purchase limitation policy adopted during the term of this Agreement shall not restrict or limit purchases funded, in whole or part, by this Agreement.

Exhibit F
HIPAA Business Associate Addendum

I. Recitals

- A. This Contract (Agreement) has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), 42 U.S.C. section 17921 et seq., and their implementing privacy and security regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations").
- B. The Department of Health Care Services ("DHCS") wishes to disclose to Business Associate certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information ("PHI"), including protected health information in electronic media ("ePHI"), under federal law, and personal information ("PI") under state law.
- C. As set forth in this Agreement, Contractor, here and after, is the Business Associate of DHCS acting on DHCS' behalf and provides services, arranges, performs or assists in the performance of functions or activities on behalf of DHCS and creates, receives, maintains, transmits, uses or discloses PHI and PI. DHCS and Business Associate are each a party to this Agreement and are collectively referred to as the "parties."
- D. The purpose of this Addendum is to protect the privacy and security of the PHI and PI that may be created, received, maintained, transmitted, used or disclosed pursuant to this Agreement, and to comply with certain standards and requirements of HIPAA, the HITECH Act and the HIPAA regulations, including, but not limited to, the requirement that DHCS must enter into a contract containing specific requirements with Contractor prior to the disclosure of PHI to Contractor, as set forth in 45 CFR Parts 160 and 164 and the HITECH Act, and the Final Omnibus Rule as well as the Alcohol and Drug Abuse patient records confidentiality law 42 CFR Part 2, and any other applicable state or federal law or regulation. 42 CFR section 2.1(b)(2)(B) allows for the disclosure of such records to qualified personnel for the purpose of conducting management or financial audits, or program evaluation. 42 CFR Section 2.53(d) provides that patient identifying information disclosed under this section may be disclosed only back to the program from which it was obtained and used only to carry out an audit or evaluation purpose or to investigate or prosecute criminal or other activities, as authorized by an appropriate court order.
- E. The terms used in this Addendum, but not otherwise defined, shall have the same meanings as those terms have in the HIPAA regulations. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.

II. Definitions

- A. Breach shall have the meaning given to such term under HIPAA, the HITECH Act, the HIPAA regulations, and the Final Omnibus Rule.
- B. Business Associate shall have the meaning given to such term under HIPAA, the HITECH Act, the HIPAA regulations, and the final Omnibus Rule.
- C. Covered Entity shall have the meaning given to such term under HIPAA, the HITECH Act, the HIPAA regulations, and Final Omnibus Rule.
- D. Electronic Health Record shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C Section 17921 and implementing regulations.

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HIPAA Business Associate Addendum

- E. Electronic Protected Health Information (ePHI) means individually identifiable health information transmitted by electronic media or maintained in electronic media, including but not limited to electronic media as set forth under 45 CFR section 160.103.
- F. Individually Identifiable Health Information means health information, including demographic information collected from an individual, that is created or received by a health care provider, health plan, employer or health care clearinghouse, and relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual, that identifies the individual or where there is a reasonable basis to believe the information can be used to identify the individual, as set forth under 45 CFR section 160.103.
- G. Privacy Rule shall mean the HIPAA Regulation that is found at 45 CFR Parts 160 and 164.
- H. Personal Information shall have the meaning given to such term in California Civil Code section 1798.29.
- I. Protected Health Information means individually identifiable health information that is transmitted by electronic media, maintained in electronic media, or is transmitted or maintained in any other form or medium, as set forth under 45 CFR section 160.103.
- J. Required by law, as set forth under 45 CFR section 164.103, means a mandate contained in law that compels an entity to make a use or disclosure of PHI that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.
- K. Secretary means the Secretary of the U.S. Department of Health and Human Services ("HHS") or the Secretary's designee.
- L. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI or PI, or confidential data that is essential to the ongoing operation of the Business Associate's organization and intended for internal use; or interference with system operations in an information system.
- M. Security Rule shall mean the HIPAA regulation that is found at 45 CFR Parts 160 and 164.
- N. Unsecured PHI shall have the meaning given to such term under the HITECH Act, 42 U.S.C. section 17932(h), any guidance issued pursuant to such Act, and the HIPAA regulations.

III. Terms of Agreement

A. Permitted Uses and Disclosures of PHI by Business Associate

Permitted Uses and Disclosures. Except as otherwise indicated in this Addendum, Business Associate may use or disclose PHI only to perform functions, activities or services specified in this Agreement, for, or on behalf of DHCS, provided that such use or disclosure would not violate the HIPAA regulations, if done by DHCS. Any such use or disclosure must, to the extent practicable, be limited to the limited data

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set, as defined in 45 CFR section 164.514(e)(2), or, if needed, to the minimum necessary to accomplish the intended purpose of such use or disclosure, in compliance with the HITECH Act and any guidance issued pursuant to such Act, the HIPAA regulations, the Final Omnibus Rule and 42 CFR Part 2.

1. ***Specific Use and Disclosure Provisions.*** Except as otherwise indicated in this Addendum, Business Associate may:
 - a. ***Use and disclose for management and administration.*** Use and disclose PHI for the proper management and administration of the Business Associate provided that such disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.
 - b. ***Provision of Data Aggregation Services.*** Use PHI to provide data aggregation services to DHCS. Data aggregation means the combining of PHI created or received by the Business Associate on behalf of DHCS with PHI received by the Business Associate in its capacity as the Business Associate of another covered entity, to permit data analyses that relate to the health care operations of DHCS.

B. Prohibited Uses and Disclosures

1. Business Associate shall not disclose PHI about an individual to a health plan for payment or health care operations purposes if the PHI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full and the individual requests such restriction, in accordance with 42 U.S.C. section 17935(a) and 45 CFR section 164.522(a).
2. Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of DHCS and as permitted by 42 U.S.C. section 17935(d)(2).

C. Responsibilities of Business Associate

Business Associate agrees:

1. ***Nondisclosure.*** Not to use or disclose Protected Health Information (PHI) other than as permitted or required by this Agreement or as required by law.
2. ***Safeguards.*** To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI, including electronic PHI, that it creates, receives, maintains, uses or transmits on behalf of DHCS, in compliance with 45 CFR sections 164.308, 164.310 and 164.312, and to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall implement reasonable and appropriate policies and procedures to comply with the standards, implementation specifications and other requirements of 45 CFR section 164, subpart C, in compliance with 45 CFR section 164.316. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and which incorporates the requirements of section 3, Security, below. Business Associate will provide DHCS with its current and updated policies.

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3. **Security.** To take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI and/or PI, and to protect paper documents containing PHI and/or PI. These steps shall include, at a minimum:
- a. Complying with all of the data system security precautions listed in Attachment A, the Business Associate Data Security Requirements;
 - b. Achieving and maintaining compliance with the HIPAA Security Rule (45 CFR Parts 160 and 164), as necessary in conducting operations on behalf of DHCS under this Agreement;
 - c. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III - Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies; and
 - d. In case of a conflict between any of the security standards contained in any of these enumerated sources of security standards, the most stringent shall apply. The most stringent means that safeguard which provides the highest level of protection to PHI from unauthorized disclosure. Further, Business Associate must comply with changes to these standards that occur after the effective date of this Agreement.

Business Associate shall designate a Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of this section and for communicating on security matters with DHCS.

- D. Mitigation of Harmful Effects.** To mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate or its subcontractors in violation of the requirements of this Addendum.

E. Business Associate's Agents and Subcontractors.

1. To enter into written agreements with any agents, including subcontractors and vendors, to whom Business Associate provides PHI or PI received from or created or received by Business Associate on behalf of DHCS, that impose the same restrictions and conditions on such agents, subcontractors and vendors that apply to Business Associate with respect to such PHI and PI under this Addendum, and that comply with all applicable provisions of HIPAA, the HITECH Act the HIPAA regulations, and the Final Omnibus Rule, including the requirement that any agents, subcontractors or vendors implement reasonable and appropriate administrative, physical, and technical safeguards to protect such PHI and PI. Business associates are directly liable under the HIPAA Rules and subject to civil and, in some cases, criminal penalties for making uses and disclosures of protected health information that are not authorized by its contract or required by law. A business associate also is directly liable and subject to civil penalties for failing to safeguard electronic protected health information in accordance with the HIPAA Security Rule. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits protected health information on behalf of another business associate. Business Associate shall incorporate, when applicable, the relevant provisions of this Addendum into each subcontract or subaward to such agents, subcontractors and vendors, including the requirement that any security incidents or breaches of unsecured PHI or PI be reported to Business Associate.

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HIPAA Business Associate Addendum

2. In accordance with 45 CFR section 164.504(e)(1)(ii), upon Business Associate's knowledge of a material breach or violation by its subcontractor of the agreement between Business Associate and the subcontractor, Business Associate shall:
 - a. Provide an opportunity for the subcontractor to cure the breach or end the violation and terminate the agreement if the subcontractor does not cure the breach or end the violation within the time specified by DHCS; or
 - b. Immediately terminate the agreement if the subcontractor has breached a material term of the agreement and cure is not possible.

F. Availability of Information to DHCS and Individuals. To provide access and information:

1. To provide access as DHCS may require, and in the time and manner designated by DHCS (upon reasonable notice and during Business Associate's normal business hours) to PHI in a Designated Record Set, to DHCS (or, as directed by DHCS), to an Individual, in accordance with 45 CFR section 164.524. Designated Record Set means the group of records maintained for DHCS that includes medical, dental and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for DHCS health plans; or those records used to make decisions about individuals on behalf of DHCS. Business Associate shall use the forms and processes developed by DHCS for this purpose and shall respond to requests for access to records transmitted by DHCS within fifteen (15) calendar days of receipt of the request by producing the records or verifying that there are none.
2. If Business Associate maintains an Electronic Health Record with PHI, and an individual requests a copy of such information in an electronic format, Business Associate shall provide such information in an electronic format to enable DHCS to fulfill its obligations under the HITECH Act, including but not limited to, 42 U.S.C. section 17935(e).
3. If Business Associate receives data from DHCS that was provided to DHCS by the Social Security Administration, upon request by DHCS, Business Associate shall provide DHCS with a list of all employees, contractors and agents who have access to the Social Security data, including employees, contractors and agents of its subcontractors and agents.

G. Amendment of PHI. To make any amendment(s) to PHI that DHCS directs or agrees to pursuant to 45 CFR section 164.526, in the time and manner designated by DHCS.

H. Internal Practices. To make Business Associate's internal practices, books and records relating to the use and disclosure of PHI received from DHCS, or created or received by Business Associate on behalf of DHCS, available to DHCS or to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by DHCS or by the Secretary, for purposes of determining DHCS' compliance with the HIPAA regulations. If any information needed for this purpose is in the exclusive possession of any other entity or person and the other entity or person fails or refuses to furnish the information to Business Associate, Business Associate shall so certify to DHCS and shall set forth the efforts it made to obtain the information.

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HIPAA Business Associate Addendum

I. **Documentation of Disclosures.** To document and make available to DHCS or (at the direction of DHCS) to an Individual such disclosures of PHI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of PHI, in accordance with the HITECH Act and its implementing regulations, including but not limited to 45 CFR section 164.528 and 42 U.S.C. section 17935(c). If Business Associate maintains electronic health records for DHCS as of January 1, 2009, Business Associate must provide an accounting of disclosures, including those disclosures for treatment, payment or health care operations, effective with disclosures on or after January 1, 2014. If Business Associate acquires electronic health records for DHCS after January 1, 2009, Business Associate must provide an accounting of disclosures, including those disclosures for treatment, payment or health care operations, effective with disclosures on or after the date the electronic health record is acquired, or on or after January 1, 2011, whichever date is later. The electronic accounting of disclosures shall be for disclosures during the three years prior to the request for an accounting.

J. **Breaches and Security Incidents.** During the term of this Agreement, Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:

1. **Notice to DHCS.** (1) To notify DHCS **immediately** upon the discovery of a suspected security incident that involves data provided to DHCS by the Social Security Administration. This notification will be **by telephone call plus email or fax** upon the discovery of the breach. (2) To notify DHCS **within 24 hours by email or fax** of the discovery of unsecured PHI or PI in electronic media or in any other media if the PHI or PI was, or is reasonably believed to have been, accessed or acquired by an unauthorized person, any suspected security incident, intrusion or unauthorized access, use or disclosure of PHI or PI in violation of this Agreement and this Addendum, or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by Business Associate as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of Business Associate.

Notice shall be provided to the DHCS Program Contract Manager, the DHCS Privacy Officer and the DHCS Information Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves data provided to DHCS by the Social Security Administration, notice shall be provided by calling the DHCS EITS Service Desk. Notice shall be made using the "DHCS Privacy Incident Report" form, including all information known at the time. Business Associate shall use the most current version of this form, which is posted on the DHCS Privacy Office website (www.dhcs.ca.gov, then select "Privacy" in the left column and then "Business Use" near the middle of the page) or use this link:

<http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx>

Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PHI or PI, Business Associate shall take:

- a. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and
- b. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

Exhibit F
HIPAA Business Associate Addendum

2. **Investigation and Investigation Report.** To immediately investigate such security incident, breach, or unauthorized access, use or disclosure of PHI or PI. If the initial report did not include all of the requested information marked with an asterisk, then within 72 hours of the discovery, Business Associate shall submit an updated "DHCS Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer:
3. **Complete Report.** To provide a complete report of the investigation to the DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. If all of the required information was not included in either the initial report, or the Investigation Report, then a separate Complete Report must be submitted. The report shall be submitted on the "DHCS Privacy Incident Report" form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable provisions of HIPAA, the HITECH Act, the HIPAA regulations and/or state law. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If DHCS requests information in addition to that listed on the "DHCS Privacy Incident Report" form, Business Associate shall make reasonable efforts to provide DHCS with such information. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated "DHCS Privacy Incident Report" form. DHCS will review and approve or disapprove the determination of whether a breach occurred, is reportable to the appropriate entities, if individual notifications are required, and the corrective action plan.
4. **Notification of Individuals.** If the cause of a breach of PHI or PI is attributable to Business Associate or its subcontractors, agents or vendors, Business Associate shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and shall pay any costs of such notifications, as well as any costs associated with the breach. The notifications shall comply with the requirements set forth in 42 U.S.C. section 17932 and its implementing regulations, including, but not limited to, the requirement that the notifications be made without unreasonable delay and in no event later than 60 calendar days. The DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made.
5. **Responsibility for Reporting of Breaches.** If the cause of a breach of PHI or PI is attributable to Business Associate or its agents, subcontractors or vendors, Business Associate is responsible for all required reporting of the breach as specified in 42 U.S.C. section 17932 and its implementing regulations, including notification to media outlets and to the Secretary. If a breach of unsecured PHI involves more than 500 residents of the State of California or its jurisdiction, Business Associate shall notify the Secretary of the breach immediately upon discovery of the breach. If Business Associate has reason to believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents or vendors may report the breach or incident to DHCS in addition to Business Associate, Business Associate shall notify DHCS, and DHCS and Business Associate may take appropriate action to prevent duplicate reporting. The breach reporting requirements of this paragraph are in addition to the reporting requirements set forth in subsection 1, above.
6. **DHCS Contact Information.** To direct communications to the above referenced DHCS staff, the Contractor shall initiate contact as indicated herein. DHCS reserves the right to make changes to the

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contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Addendum or the Agreement to which it is incorporated.

DHCS Program Contract Manager	DHCS Privacy Officer	DHCS Information Security Officer
See the Scope of Work exhibit for Program Contract Manager information	Privacy Officer c/o: Office of HIPAA Compliance Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413 Email: privacyofficer@dhcs.ca.gov Telephone: (916) 445-4646 Fax: (916) 440-7680	Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413 Email: iso@dhcs.ca.gov Fax: (916) 440-5537 Telephone: EITS Service Desk (916) 440-7000 or (800) 579-0874

K. Termination of Agreement. In accordance with Section 13404(b) of the HITECH Act and to the extent required by the HIPAA regulations, if Business Associate knows of a material breach or violation by DHCS of this Addendum, it shall take the following steps:

1. Provide an opportunity for DHCS to cure the breach or end the violation and terminate the Agreement if DHCS does not cure the breach or end the violation within the time specified by Business Associate; or
2. Immediately terminate the Agreement if DHCS has breached a material term of the Addendum and cure is not possible.

L. Due Diligence. Business Associate shall exercise due diligence and shall take reasonable steps to ensure that it remains in compliance with this Addendum and is in compliance with applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations, and that its agents, subcontractors and vendors are in compliance with their obligations as required by this Addendum.

M. Sanctions and/or Penalties. Business Associate understands that a failure to comply with the provisions of HIPAA, the HITECH Act and the HIPAA regulations that are applicable to Business Associate may result in the imposition of sanctions and/or penalties on Business Associate under HIPAA, the HITECH Act and the HIPAA regulations.

IV. Obligations of DHCS

DHCS agrees to:

A. Notice of Privacy Practices. Provide Business Associate with the Notice of Privacy Practices that DHCS produces in accordance with 45 CFR section 164.520, as well as any changes to such notice. Visit the DHCS Privacy Office to view the most current Notice of Privacy Practices at: <http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/default.aspx> or the DHCS website at www.dhcs.ca.gov (select "Privacy in the left column and "Notice of Privacy Practices" on the right side of the page).

B. Permission by Individuals for Use and Disclosure of PHI. Provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures.

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- C. *Notification of Restrictions.*** Notify the Business Associate of any restriction to the use or disclosure of PHI that DHCS has agreed to in accordance with 45 CFR section 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.
- D. *Requests Conflicting with HIPAA Rules.*** Not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA regulations if done by DHCS.

V. Audits, Inspection and Enforcement

- A.** From time to time, DHCS may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement and this Addendum. Business Associate shall promptly remedy any violation of any provision of this Addendum and shall certify the same to the DHCS Privacy Officer in writing. The fact that DHCS inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems and procedures does not relieve Business Associate of its responsibility to comply with this Addendum, nor does DHCS':
1. Failure to detect or
 2. Detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices constitute acceptance of such practice or a waiver of DHCS' enforcement rights under this Agreement and this Addendum.
- B.** If Business Associate is the subject of an audit, compliance review, or complaint investigation by the Secretary or the Office of Civil Rights, U.S. Department of Health and Human Services, that is related to the performance of its obligations pursuant to this HIPAA Business Associate Addendum, Business Associate shall notify DHCS and provide DHCS with a copy of any PHI or PI that Business Associate provides to the Secretary or the Office of Civil Rights concurrently with providing such PHI or PI to the Secretary. Business Associate is responsible for any civil penalties assessed due to an audit or investigation of Business Associate, in accordance with 42 U.S.C. section 17934(c).

VI. Termination

- A. *Term.*** The Term of this Addendum shall commence as of the effective date of this Addendum and shall extend beyond the termination of the contract and shall terminate when all the PHI provided by DHCS to Business Associate, or created or received by Business Associate on behalf of DHCS, is destroyed or returned to DHCS, in accordance with 45 CFR 164.504(e)(2)(ii)(I).
- B. *Termination for Cause.*** In accordance with 45 CFR section 164.504(e)(1)(ii), upon DHCS' knowledge of a material breach or violation of this Addendum by Business Associate, DHCS shall:
1. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by DHCS; or
 2. Immediately terminate this Agreement if Business Associate has breached a material term of this Addendum and cure is not possible.

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HIPAA Business Associate Addendum

- C. *Judicial or Administrative Proceedings.*** Business Associate will notify DHCS if it is named as a defendant in a criminal proceeding for a violation of HIPAA. DHCS may terminate this Agreement if Business Associate is found guilty of a criminal violation of HIPAA. DHCS may terminate this Agreement if a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the Business Associate is a party or has been joined.
- D. *Effect of Termination.*** Upon termination or expiration of this Agreement for any reason, Business Associate shall return or destroy all PHI received from DHCS (or created or received by Business Associate on behalf of DHCS) that Business Associate still maintains in any form, and shall retain no copies of such PHI. If return or destruction is not feasible, Business Associate shall notify DHCS of the conditions that make the return or destruction infeasible, and DHCS and Business Associate shall determine the terms and conditions under which Business Associate may retain the PHI. Business Associate shall continue to extend the protections of this Addendum to such PHI, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate.

VII. Miscellaneous Provisions

- A. *Disclaimer.*** DHCS makes no warranty or representation that compliance by Business Associate with this Addendum, HIPAA or the HIPAA regulations will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- B. *Amendment.*** The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon DHCS' request, Business Associate agrees to promptly enter into negotiations with DHCS concerning an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable laws. DHCS may terminate this Agreement upon thirty (30) days written notice in the event:
1. Business Associate does not promptly enter into negotiations to amend this Addendum when requested by DHCS pursuant to this Section; or
 2. Business Associate does not enter into an amendment providing assurances regarding the safeguarding of PHI that DHCS in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA regulations.
- C. *Assistance in Litigation or Administrative Proceedings.*** Business Associate shall make itself and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under this Agreement, available to DHCS at no cost to DHCS to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DHCS, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inactions or actions by the Business Associate, except where Business Associate or its subcontractor, employee or agent is a named adverse party.

Exhibit F
HIPAA Business Associate Addendum

- D. *No Third-Party Beneficiaries.*** Nothing express or implied in the terms and conditions of this Addendum is intended to confer, nor shall anything herein confer, upon any person other than DHCS or Business Associate and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- E. *Interpretation.*** The terms and conditions in this Addendum shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the HIPAA regulations and applicable state laws. The parties agree that any ambiguity in the terms and conditions of this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act and the HIPAA regulations.
- F. *Regulatory References.*** A reference in the terms and conditions of this Addendum to a section in the HIPAA regulations means the section as in effect or as amended.
- G. *Survival.*** The respective rights and obligations of Business Associate under Section VI.D of this Addendum shall survive the termination or expiration of this Agreement.
- H. *No Waiver of Obligations.*** No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

Exhibit F
HIPAA Business Associate Addendum

Attachment A

Business Associate Data Security Requirements

I. Personnel Controls

- A. *Employee Training.*** All workforce members who assist in the performance of functions or activities on behalf of DHCS, or access or disclose DHCS PHI or PI must complete information privacy and security training, at least annually, at Business Associate's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following contract termination.
- B. *Employee Discipline.*** Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.
- C. *Confidentiality Statement.*** All persons that will be working with DHCS PHI or PI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to DHCS PHI or PI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for DHCS inspection for a period of six (6) years following contract termination.
- D. *Background Check.*** Before a member of the workforce may access DHCS PHI or PI, a thorough background check of that worker must be conducted, with evaluation of the results to assure that there is no indication that the worker may present a risk to the security or integrity of confidential data or a risk for theft or misuse of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

II. Technical Security Controls

- A. *Workstation/Laptop encryption.*** All workstations and laptops that process and/or store DHCS PHI or PI must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the DHCS Information Security Office.
- B. *Server Security.*** Servers containing unencrypted DHCS PHI or PI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- C. *Minimum Necessary.*** Only the minimum necessary amount of DHCS PHI or PI required to perform necessary business functions may be copied, downloaded, or exported.
- D. *Removable media devices.*** All electronic files that contain DHCS PHI or PI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smartphones, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.

Exhibit F**HIPAA Business Associate Addendum**

- E. **Antivirus software.** All workstations, laptops and other systems that process and/or store DHCS PHI or PI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- F. **Patch Management.** All workstations, laptops and other systems that process and/or store DHCS PHI or PI must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.
- G. **User IDs and Password Controls.** All users must be issued a unique user name for accessing DHCS PHI or PI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within 24 hours. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:
- Upper case letters (A-Z)
 - Lower case letters (a-z)
 - Arabic numerals (0-9)
 - Non-alphanumeric characters (punctuation symbols)
- H. **Data Destruction.** When no longer needed, all DHCS PHI or PI must be cleared, purged, or destroyed consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization such that the PHI or PI cannot be retrieved.
- I. **System Timeout.** The system providing access to DHCS PHI or PI must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.
- J. **Warning Banners.** All systems providing access to DHCS PHI or PI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.
- K. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for DHCS PHI or PI, or which alters DHCS PHI or PI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If DHCS PHI or PI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
- L. **Access Controls.** The system providing access to DHCS PHI or PI must use role based access controls for all user authentications, enforcing the principle of least privilege.

Exhibit F
HIPAA Business Associate Addendum

- M. *Transmission encryption.*** All data transmissions of DHCS PHI or PI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing PHI can be encrypted. This requirement pertains to any type of PHI or PI in motion such as website access, file transfer, and E-Mail.
- N. *Intrusion Detection.*** All systems involved in accessing, holding, transporting, and protecting DHCS PHI or PI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

III. Audit Controls

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

IV. Business Continuity / Disaster Recovery Controls

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

V. Paper Document Controls

- A. *Supervision of Data.*** DHCS PHI or PI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. DHCS PHI or PI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
- B. *Escorting Visitors.*** Visitors to areas where DHCS PHI or PI is contained shall be escorted and DHCS PHI or PI shall be kept out of sight while visitors are in the area.

Exhibit F

HIPAA Business Associate Addendum

- C. Confidential Destruction.** DHCS PHI or PI must be disposed of through confidential means, such as cross cut shredding and pulverizing.
- D. Removal of Data.** DHCS PHI or PI must not be removed from the premises of the Contractor except with express written permission of DHCS.
- E. Faxing.** Faxes containing DHCS PHI or PI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.
- F. Mailing.** Mailings of DHCS PHI or PI shall be sealed and secured from damage or inappropriate viewing of PHI or PI to the extent possible. Mailings which include 500 or more individually identifiable records of DHCS PHI or PI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of DHCS to use another method is obtained.

Travel Reimbursement Information
(Lodging and Per Diem Reimbursement Increase – Effective for travel on/after January 1, 2017)

1. The following rate policy is to be applied for reimbursing the travel expenses of persons under contract. The terms "contract" and/or "subcontract" have the same meaning as "grantee" and/or "subgrantee" where applicable.
 - a. Reimbursement for travel and/or per diem shall be at the rates established for nonrepresented/excluded state employees. Exceptions to California Department of Human Resources (CalHR) lodging rates may be approved by the Department of Health Care Services (DHCS) upon the receipt of a statement on/with an invoice indicating that State employee travel 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 document 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
All counties (except the counties identified below)	\$ 90.00 plus tax
Counties of Sacramento, Napa, Riverside	\$ 95.00 plus tax
Marin	\$110.00 plus tax
Counties of Los Angeles (except City of Santa Monica), Orange, Ventura and Edwards AFB	\$120.00 plus tax
Counties of Monterey and San Diego	\$125.00 plus tax
Counties of Alameda, San Mateo, and Santa Clara	\$140.00 plus tax
City of Santa Monica	\$150.00 plus tax
San Francisco	\$250.00 plus tax

Reimbursement for actual lodging expenses that exceed the above amounts may be allowed with the advance approval of the Deputy Director of DHCS 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 substantiating receipts, a contractor may claim actual expenses incurred up to the following maximum reimbursement rates 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 DHCS 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 document.
 - f. No meal or lodging expenses will be reimbursed for any period of travel that occurs within normal working hours, unless expenses are incurred at least 50 miles from headquarters.
2. If any of the reimbursement rates stated herein is changed by CalHR, no formal contract amendment will be required to incorporate the new rates. However, DHCS shall inform the contractor, in writing, of the revised travel reimbursement rates and the applicable effective date of any rate change.
- At DHCS' discretion, changes or revisions made by DHCS to this exhibit, excluding travel reimbursement policies established by CalHR may be applied retroactively to any agreement to which a Travel Reimbursement Information exhibit is attached, incorporated by reference, or applied by DHCS program policy. Changes to the travel reimbursement rates stated herein may not be applied earlier than the date a rate change is approved by CalHR.
3. For transportation expenses, the contractor must retain receipts for parking; taxi, airline, bus, or rail tickets; car rental; or any other travel receipts pertaining to each trip for attachment to an invoice as substantiation for reimbursement. Reimbursement may be requested for commercial carrier fares; private car mileage; parking fees; bridge tolls; taxi, bus, or streetcar fares; and auto rental fees when substantiated by a receipt.
 4. **Auto mileage reimbursement:** If a contractor uses his/her or a company car for transportation, the rate of reimbursement will be **0.535 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 funding the contract to obtain specific invoicing procedures.

Per Diem Reimbursement Guide

Length of travel period	And this condition exists...	Meal allowed with receipt
Less than 24 hours	▶ Trip begins at or before 6:00 a.m. and ends at or after 9:00 a.m.....	Breakfast
	▶ Trip ends at least one hour after the regularly scheduled workday ends or begins at or before 4:00 p.m. and ends after 7:00 p.m.	Dinner
	<i>Lunch or incidentals cannot be claimed on one-day trips.</i>	
24 hours or more	▶ Trip begins at or before 6:00 a.m.	Breakfast
	▶ Trip begins at or before 11:00 a.m.	Lunch
	▶ Trip begins at or before 5:00 p.m.	dinner
More than 24 hours	▶ Trip ends at or after 8:00 a.m.	Breakfast
	▶ Trip ends at or after 2:00 p.m.	Lunch
	▶ Trip ends at or after 7:00 p.m.	Dinner
The following meals may not be claimed for reimbursement: 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/or continental breakfasts such as rolls, juice, and coffee are not considered to be a meal. No meal expense may be claimed for reimbursement more than once in any given 24-hour period.		

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** 17-94297 entered into between the Department of Health Care Services (DHCS) 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 DHCS or purchased with or reimbursed by contract funds)

Unless DHCS has approved the continued use and possession of State equipment (as defined in the above referenced contract) for use in connection with another DHCS agreement, Contractor agrees to promptly initiate arrangements to account for and return said equipment to DHCS, at DHCS' 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 IT TO THE FINAL INVOICE

Contractor's Legal Name (as on contract): _____

Signature of Contractor or Official Designee: _____ Date: _____

Printed Name/Title of Person Signing: _____

Distribution: Accounting (Original) Program

CCC 04/2017

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> County of Mendocino		<i>Federal ID Number</i> 94-6000520
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> John McCowen, Chairperson		
<i>Date Executed</i> SEP 15 2017		<i>Executed in the County of</i> Mendocino

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 11102) (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 of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

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.

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract over \$100,000 on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS:** For contracts over \$100,000 executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES:** For contracts over \$100,000 executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.		<i>Federal ID Number</i>
<i>Proposer/Bidder Firm Name (Printed)</i> County of Mendocino		94-6000520
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> John McCowen, Chairperson		
<i>Date Executed</i> SEP 15 2017	<i>Executed in the County and State of</i> Mendocino	