

**30603**

REGISTRATION NUMBER <b>42650208289514</b>	AGREEMENT NUMBER <b>07-65118</b>
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- This Agreement is entered into between the State Agency and the Contractor named below:  
 STATE AGENCY'S NAME (Also referred to as CDHS, DHS, or the State)  
 California Department of Health Services  
 CONTRACTOR'S NAME (Also referred to as Contractor)  
 City of Long Beach Department of Health and Human Services
- The term of this Agreement is: July 1, 2007 through June 30, 2010
- The maximum amount of this Agreement is: \$ 163,173  
 One Hundred Sixty-Three Thousand One Hundred Seventy-Three Dollars
- 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	20 pages
Exhibit B – Budget Detail and Payment Provisions	3 pages
Exhibit B, Attachment I – Budget (Year 1)	1 page
Exhibit B, Attachment II – Budget (Year 2)	1 page
Exhibit B, Attachment III – Budget (Year 3)	1 page
Exhibit B, Attachment IV – Invoice Format	1 page
Exhibit C* – General Terms and Conditions	GTC 306
Exhibit D (S) – Special Terms and Conditions (Attached hereto as part of this agreement)	18 pages
Exhibit E – Additional Provisions	2 page
Exhibit F – Contractor's Release	1 page
Exhibit G – Travel Reimbursement Information	2 pages

**APPROVED AS TO FORM**

6/28, 2007  
**ROBERT E. SHANNON, City Attorney**  
 By *Howard Conway*  
 DEPUTY CITY ATTORNEY

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.ojs.dgs.ca.gov/Standard+Language>.

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

CONTRACTOR	
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) City of Long Beach Department of Health and Human Services	
BY (Authorized Signature) <u><i>Christine J. Shippin</i></u>	ASSISTANT DATE SIGNED (Do not type) <b>7-6-07</b>
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Christine J. Shippin, Assistant City Manager</b>	
ADDRESS City Hall 333 West Ocean Blvd Long Beach, CA 90802	
STATE OF CALIFORNIA	
AGENCY NAME California Department of Health Services	
BY (Authorized Signature) <u><i>Margie Sunahara</i></u>	DATE SIGNED (Do not type) <b>2/8/08</b>
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Margie Sunahara, Chief Contract Management Unit II</b>	
ADDRESS 1501 Capitol Avenue, Suite 71.2101, MS 1403, P.O. Box 997413 Sacramento, CA 95899-7413	

California Department of  
General Services Use Only

**APPROVED**

**FEB 25 2008**

DEPT OF GENERAL SERVICES

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Exempt per:

**Exhibit A**  
Scope of Work

**1. Service Overview**

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

Health and Safety Code Section 104770 – 104825, requires the annual implementation of a dental disease prevention program for school children from Kindergarten through 6<sup>th</sup> grade. In response to an RFA published 2006, the Contractor has been awarded funds to conduct a Children's Dental Disease Prevention Program for three years. The project will assist the State in meeting the Healthy People 2010 Oral Health Objectives to reduce the incidence of dental caries among low income, high-risk school aged children.

**2. Service Location**

The services shall be performed at the school sites within the Contractor's geographic region.

**3. Service Hours**

The services shall be provided during normal Contractor working hours, Monday through Friday, excluding national holidays.

**4. Project Representatives**

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

<b>Department of Health Services</b> Rosanna Jackson Telephone: (916) 552-9896 Fax: (916) 552-9910 E-mail: RJackso4@dhs.ca.gov	<b>City of Long Beach Department of Health and Human Services</b> Gerald R. Miller, City Manager Telephone: (562) 570-4011 Fax: (562) 570-4049 E-mail: Gerald_miller@longbeach.gov
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B. Direct all inquiries to:

<b>Department of Health Services</b> Office of Oral Health Attention: Rosanna Jackson MS 7210 P.O. Box 997413 Sacramento, CA 95899-7413  Telephone: (916) 552-9947 Fax: (916) 552-9910 E-mail: RJackso4@dhs.ca.gov	<b>City of Long Beach Department of Health and Human Services</b> Attention: Gerald R. Miller, City Manager City Hall 333 West Ocean Blvd Long Beach, CA 90802  Telephone: (562) 570-4011 Fax: (562) 570-4049 E-mail: Gerald_miller@longbeach.gov
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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.

**Exhibit A**  
Scope of Work

**5. Allowable Informal Scope of Work Changes**

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

**6. Local project Staff**

It is the responsibility of the Contractor to inform the State of personnel changes in the employment of the local coordinator position. The coordinator should meet the program requirements as stipulated in the "Program Guidelines" and must be at least 50% FTE.

- 7. See the following pages for a detailed description of the services to be performed.

**Exhibit A**  
Scope of Work

**COMPONENT I: Fluoride**

OBJECTIVES	ACTIVITIES TO ACCOMPLISH OBJECTIVES	TIMELINE	DOCUMENTATION OF ACTIVITIES
<p>1.1. Annually, children in grades K-6 will be targeted to receive fluoride. Those with parental permission will receive at least one of the following: weekly fluoride mouth rinse, twice yearly fluoride varnish, once a year professional strength fluoride or daily fluoride tablets.</p>	<p>1.1.1. Provide fluoride workshop to all new teachers to outline logistics and requirements of fluoride storage and activities prior to fluoride supplementation.</p>	<p>Annually by October 30</p>	<p>Signed and dated workshop attendance sheet, workshop agenda and outline.</p>
	<p>1.1.2. Deliver supplies (fluoride, cups, napkins, fluoride dispensers, or premixed fluoride packets, permission slips, and fluoride rosters) to each participating teacher.</p>	<p>Annually by October 15</p>	<p>Inventory control sheets signed by school contact person. Teacher evaluations acknowledging timely receipt of supplies.</p>
	<p>1.1.3. Provide monitoring and technical assistance to all participating schools to ensure consistent implementation of program.</p>	<p>Annually July 1 – June 30</p>	<p>Visit notes on school class roster sheets, compliance as documented by records.</p>
	<p>1.1.4. <i>Evaluation of Objective:</i> Determine if all targeted children in grades K-6 were participating in fluoride supplementation program by target date and received the required number of weeks and doses. Collect teacher evaluations, tablet/rinse records; analyze data and Report to State by July 31, 2008-10</p>	<p>Annually by June 30</p>	<p>Completed State required reporting forms due 30 days after the close of the fiscal year, July 31, 2008-10.</p>

**Exhibit A**  
Scope of Work

COMPONENT II: Dental Sealants

OBJECTIVES	ACTIVITIES TO ACCOMPLISH OBJECTIVES	TIMELINE:	DOCUMENTATION OF ACTIVITIES
2.1. Annually, identify sealant program target schools within the County.	2.1.1. Analyze program screening data and current FSLP data from the California Dept. of Education.	Annually July 1 – September 30	Screening records, FSLP data.
	2.1.2. Obtain input from school nurse(s) and current dental educator(s) of the program at targeted schools.	Annually July 1 – September 30	Staff meeting agenda.
	2.1.3. <i>Evaluation of Objective:</i> Create a list of schools meeting criteria of low-income and high need for sealant intervention.	Annually June 30	School list.
2.2. Annually, provide educational information on dental sealants to teachers, parents and students.	2.2.1. Develop educational material or schedule educational session.	Annually September 30	School visit notes.
	2.2.2. Distribute educational material and/or provide educational session for teachers, parents and students.	Annually September 1 – June 30	School visit notes.
	2.2.3. Send educational sealant information home with sealant consent form.	Annually September 1 – June 30	Signed consent forms.
	2.2.4. <i>Evaluation of Objective:</i> Provide evaluation forms to teachers to determine if education was sufficient. Report to State by July 31, 2008-10	Annually June 30	Completed evaluation forms collected at year end from all teachers.

**Exhibit A**  
**Scope of Work**

**COMPONENT II: Dental Sealants**

OBJECTIVES	ACTIVITIES TO ACCOMPLISH OBJECTIVES	TIMELINE:	DOCUMENTATION OF ACTIVITIES
<p>2.3. Annually, children with parental permission will be screened to determine dental sealant eligibility.</p>	2.3.1. Schedule time at site.	Annually July 30 – June 1	Schedule of events.
	2.3.2. Recruit and notify volunteers.	Annually July 30 – June 1	Volunteer list.
	2.3.3. Coordinate event with teachers, site personnel and volunteers.	Annually July 30 – June 1	Schedule of events.
	2.3.4. <i>Evaluation of Objective:</i> Determine number of children eligible for sealants based on screening data. Report to State by July 31, 2008-10	Annually June 30	Completed State required reporting forms due 30 days after the close of the fiscal year, July 31, 2008-10.
<p>2.4. Annually, a dentist, dental hygienist or registered dental assistant will place sealants on a minimum of 3% of targeted children with signed parental consent forms.</p>	2.4.1. Schedule time at site.	Annually July 30 – June 1	Schedule of events.
	2.4.2. Recruit and notify volunteers.	Annually July 30 – June 1	Volunteer list.
	2.4.3. Coordinate event with teachers, sight personnel, and volunteers.	Annually July 30 – June 1	Schedule of events.
	2.4.4. Place sealants.	Annually July 30 – June 1	Treatment sheets.
	2.4.5. Send notice home with students noting if teeth were sealed and which ones.	Annually July 30 – June 1	Notices.
	2.4.6. <i>Evaluation of Objective:</i> Determine number of children that received sealants and the number of sealants per child. Follow up with teacher to determine if notices were sent home. Report to State	Annually June 30	Completed State required reporting forms due 30 days after the close of the fiscal year, July 31, 2008-10.

**Exhibit A**  
Scope of Work

COMPONENT II: Dental Sealants

OBJECTIVES	ACTIVITIES TO ACCOMPLISH OBJECTIVES	TIMELINE:	DOCUMENTATION OF ACTIVITIES
<p>2.5. Annually, complete sealant retention checks on a minimum of 10% of the children who received sealants during the fiscal year.</p>	<p>2.5.1. Schedule retention check visit.</p>	<p>Annually July 30 – June 1</p>	<p>School visit notes.</p>
	<p>2.5.2. Provide retention checks.</p>	<p>Annually July 30 – June 1</p>	<p>Follow-up screening form.</p>
	<p>2.5.3. Provide information to parents, if necessary to replace sealant(s).</p>	<p>Annually July 30 – June 1</p>	<p>Follow-up notice to parent. List to nurse.</p>
	<p>2.5.4. Provide the opportunity to replace sealants that are found to be missing.</p>	<p>Annually July 30 – June 1</p>	<p>Treatment sheets.</p>
	<p>2.5.5. <i>Evaluation of Objective:</i> Record number of original sealants remaining from original sealants placed, number of teeth previously sealed now having obvious decay and number needing to be replaced including tooth number and surface. Report to State by July 31, 2008-10</p>	<p>Annually by June 30</p>	<p>Completed State required reporting forms due 30 days after the close of the fiscal year, July 31, 2008-10.</p>

**Exhibit A**  
**Scope of Work**

**COMPONENT III: Oral Health Education**

OBJECTIVES	ACTIVITIES TO ACCOMPLISH OBJECTIVES	TIMELINE:	DOCUMENTATION OF ACTIVITIES
<p>3.1. Annually, targeted students in grades K-6 will receive at least one instructional visit on oral health, lasting at least 20 minutes, using appropriate scope and sequence principles. Multiple educational visits are encouraged if possible. The following subject areas may be included:</p> <ul style="list-style-type: none"> <li>• causes, processes, and effects of oral diseases;</li> <li>• plaque control;</li> <li>• nutrition and dentally healthy snacks;</li> <li>• use of preventive dental agents, including fluorides and sealants;</li> <li>• the need for regular dental care and preparation for visiting the dentist;</li> <li>• physical activity;</li> <li>• tobacco cessation; and</li> <li>• dental injury prevention.</li> </ul>	<p>3.1.1. Develop scope and sequence curriculum and culturally appropriate educational materials based on the California Department of Education Standards.</p> <p>3.1.2. Assign/schedule classroom visits.</p> <p>3.1.3. Develop, field-test, and deliver first lesson.</p> <p>3.1.4. Develop, field-test, and deliver second lesson.</p> <p>3.1.5. Develop, field-test, and deliver third lesson.</p> <p>3.1.6. <i>Evaluation of Objective:</i> Determine if all participating students had the appropriate scope and sequenced lessons. Report to State by July 31, 2008-10</p>	<p>Annually by September 30</p> <p>Annually by October 30</p> <p>Annually by October 30</p> <p>Annually by December 31</p> <p>Annually by February 1</p> <p>Annually by June 30</p>	<p>Lesson plans, handouts.</p> <p>School assignment lists.</p> <p>Scope and sequence, lesson plans, schedules of coordinator/educator.</p> <p>School visit records, schedules.</p> <p>School visit records.</p> <p>Completed State required reporting forms due 30 days after the close of the fiscal year, July 31, 2008-10.</p>
<p>3.2. Annually, students in a number of participating classes will demonstrate at least a 25% increase in scores on dental health knowledge and attitudes as measured by a pre/post test. (OPTIONAL)</p>	<p>3.2.1. If performed, develop and field-test pre/post-test. Administer pre-test to classes of students representative of the total participating population.</p> <p>3.2.2. If performed, administer post-test to the same classes of students representative of the total participating population.</p> <p>3.2.3. <i>Evaluation of Objective:</i> If performed, compile and analyze pre/post-test data. Determine whether the sample of classes demonstrated at least a 25% increase in scores on a pre/post-test. Report to State by July 31, 2008-10</p>	<p>Annually by October 30</p> <p>Annually by June 30</p> <p>Annually by June 30</p>	<p>If applicable: Pre/post-tests. Pre-test results.</p> <p>If applicable: Post-test results.</p> <p>If applicable: Data analysis of pre and post tests. Submit results of tests to state on the required State reporting forms.</p>



**Exhibit A**  
Scope of Work

COMPONENT IV : Plaque Control

OBJECTIVES	ACTIVITIES TO ACCOMPLISH OBJECTIVES	TIMELINE:	DOCUMENTATION OF ACTIVITIES
<p>4.1. Annually, students in grades K-6 targeted by the project will receive instruction and guided practice in tooth brushing, followed by daily home brushing.</p>	<p>4.1.1. Send toothbrushes and labeling supplies to participating schools.</p>	<p>Annually by September 30</p>	<p>Inventory control sheets.</p>
	<p>4.1.2. Send school contacts, school nurses and teachers a notice regarding the distribution of toothbrushes to participating classes. Instruct contacts or teachers to begin brushing immediately.</p>	<p>Annually by September 30</p>	<p>Copy of notice with list of who it was sent to.</p>
	<p>4.1.3. All classes will receive direct toothbrush instruction and specific feedback on skill development.</p>	<p>Annually by June 30</p>	<p>School visit records.</p>
	<p>4.1.4. School contacts will be reminded to continue to reinforce brushing throughout the year.</p>	<p>Annually from July 1 - June 30</p>	<p>School visit records.</p>
	<p>4.1.5. Home brushing calendars will be distributed to teachers with instruction to send them home for parents to sign and monitor their child's brushing throughout the year. Calendars will be returned to the teacher monthly and collected by the program coordinator at the end of the school year.</p>	<p>Annually from July 1 - June 30</p>	<p>Returned brushing calendars from each child collected at year-end.</p>
	<p>4.1.6. <i>Evaluation of Objective: Determine if all students received tooth-brushing instruction and guided practice and if students brushed for the entire school year. Collect and review tooth-brushing records, teacher evaluations and determine if students received appropriate daily tooth brushing. Report to State by July 31, 2008-10</i></p>	<p>Annually by June 30</p>	<p>Completed State required reporting forms due 30 days after the close of the fiscal year, July 31, 2008-10.</p>

**Exhibit A**  
**Scope of Work**

COMPONENT IV: Plaque Control

OBJECTIVES	ACTIVITIES TO ACCOMPLISH OBJECTIVES	TIMELINE:	DOCUMENTATION OF ACTIVITIES
<p>4.2. Annually, a number of participating classes will show 25% improvement in the number of students with satisfactory brushing skills, as measured by a pre/post practical tooth brushing skills test. (OPTIONAL)</p>	<p>4.2.1. If performed, a pre-test on tooth brushing skills will be administered to a sample of participating classes from different grade levels prior to tooth brushing instruction.</p>	<p>Annually by October 30</p>	<p>If applicable: Pre-test and summary of pre-tests.</p>
	<p>4.2.2. If performed, a post-test on tooth brushing skills will be administered to the same classes after tooth brushing instruction.</p>	<p>Annually by June 30</p>	<p>If applicable: If applicable: Post-test and analysis of pre/post test differences.</p>
	<p>4.2.3. <i>Evaluation of Objective:</i> If performed, compile and analyze pre/post-test data. Determine whether the sample classes demonstrated at least a 25% increase in scores on a pre/post-test. Report to State by July 31, 2008-10</p>	<p>Annually by June 30</p>	<p>Data analysis of pre and post tests. Submit results of tests to state on the required State reporting forms by July 31 each year.</p>

**Exhibit A**  
**Scope of Work**

**COMPONENT IV: Plaque Control**

OBJECTIVES	ACTIVITIES TO ACCOMPLISH OBJECTIVES	TIMELINE:	DOCUMENTATION OF ACTIVITIES
<p>4.3. Annually, all classes in grades 4-6, and in grades 1-3 as requested by teachers, will receive instruction and specific feedback on flossing technique and the opportunity to floss in class. (OPTIONAL)</p>	<p>4.3.1. If performed, schedule flossing lesson for all classes grades 4-6.</p>	<p>Annually by October 30</p>	<p>If applicable: Calendar of classroom visit.</p>
	<p>4.3.2. If performed, ask all teachers grades 1-3 if they would like their class to receive flossing instruction.</p>	<p>Annually by October 30</p>	<p>If applicable: Classroom visit logs and conversation logs with teachers.</p>
	<p>4.3.3. Schedule classes grades 1-3 as requested.</p>	<p>Annually September 1 - June 30</p>	<p>If applicable: Calendar of classroom visit.</p>
	<p>4.3.4. If performed, provide flossing instruction to classes.</p>	<p>Annually September 1 0 June 30</p>	<p>If applicable: Classroom visit records.</p>
	<p>4.3.5. <i>Evaluation of Objective:</i> If performed, determine if all classes' grades 4-6, and all classes' grades 1-3 that requested the flossing lesson, received the lesson. Report to State by July 31, 2008-10</p>	<p>Annually by June 30</p>	<p>If applicable: Analyze classroom visit records to determine completion of objective. Submit completed State required reporting forms by July 31.</p>

**Exhibit A**  
Scope of Work

COMPONENT V: Oral Health Advisory Committee

OBJECTIVES	ACTIVITIES TO ACCOMPLISH OBJECTIVES	TIMELINE:	DOCUMENTATION OF ACTIVITIES
<p>5.1. Annually, the Oral Health Advisory Committee (OHAC) will hold at least two public meetings.</p>	<p>5.1.1. Schedule meeting dates; solicit agenda items from members.</p>	<p>Annually September 1 – June 1</p>	<p>Meeting announcements.</p>
	<p>5.1.2. Convene and staff meetings.</p>	<p>Annually September 1 – June 1</p>	<p>Meeting agendas, minutes.</p>
	<p>5.1.3. Distribute minutes.</p>	<p>Annually September 1 – June 1</p>	<p>Meeting minutes.</p>
	<p>5.1.4. <i>Evaluation of Objective:</i> Assess whether OHAC had at least two annual meetings. Report to State by July 31, 2008-10</p>	<p>Annually by June 30</p>	<p>Sign in sheets and roster of Advisory Committee members, including names, addresses, phones, agencies represented.</p>
<p>5.2. Annually, the Oral Health Advisory Committee (OHAC) will have its full complement of members, including representatives from at least education, the dental professions, and parent groups, as well as community members, physicians, etc.</p>	<p>5.2.1. Confirm participation of current members.</p>	<p>Annually September 1 – June 1</p>	<p>Meeting agendas, minutes.</p>
	<p>5.2.2. Recruit representatives from underrepresented groups to fill vacancies.</p>	<p>Annually September 1 – June 1</p>	<p>Roster of Advisory Committee members, minutes.</p>
	<p>5.2.3. <i>Evaluation of Objective:</i> Assess whether OHAC had representatives from at least education, dental professions and parent groups. Report to State by July 31, 2008-10</p>	<p>Annually by June 30</p>	<p>Sign in sheets and roster of OHAC members.</p>

**Exhibit A**  
**Scope of Work**

OBJECTIVES	ACTIVITIES TO ACCOMPLISH OBJECTIVES	TIMELINE:	DOCUMENTATION OF ACTIVITIES
<p>5.3. Annually, the Oral Health Advisory Committee (OHAC) will plan and implement one community project (e.g., assist in planning and providing an ECC training program for 10 WIC staff and 10 directors of State-funded preschools, in conjunction with other local oral health advocates). (OPTIONAL)</p>	<p>5.3.1. If performed, design training program with the input of WIC and State preschool representative.</p>	<p>Annually by September 30</p>	<p>If applicable: Summary of training.</p>
	<p>5.3.2. If performed, conduct "training of trainers" for WIC staff and State preschool directors.</p>	<p>Annually by June 1</p>	<p>If applicable: Attendance sheets.</p>
	<p>5.3.3. <i>Evaluation of Objective:</i> If performed, assure that the ECC training program has been given to 10 WIC staff and 10 directors of State funded preschools. Request feedback from those trained. Report to State by July 31, 2008-10</p>	<p>Annually by June 30</p>	<p>If applicable: Attendance sheets, project plans, evaluation of the activity and a report to the OHAC on the activity.</p>
<p>5.4. Annually, the Oral Health Advisory Committee (OHAC) will select one project to plan, implement, and evaluate to increase access to dental care for children in our county. (OPTIONAL)</p>	<p>5.4.1. If performed, conduct a needs assessment to determine areas of greatest need and to target population.</p>	<p>Annually by October 15</p>	<p>If applicable: Needs assessment, data collected, analysis and report.</p>
	<p>5.4.2. If performed, determine human, material and financial resources available.</p>	<p>Annually by November 30</p>	<p>If applicable: Subcommittee minutes.</p>
	<p>5.4.3. If performed, collaborate with CHDP, WIC, Head Start, school nurses and other groups to strategize and select the dental access project.</p>	<p>Annually by November 30</p>	<p>If applicable: Committee minutes.</p>
	<p>5.4.4. <i>Evaluation of Objective:</i> If performed, describe and assess project's plan and implementation to increase access to dental care. Report to State by July 31, 2008-10</p>	<p>Annually by June 30</p>	<p>If applicable: Project plans, evaluation of the activity and a project summary report to the OHAC on the activity.</p>

**Exhibit A**  
Scope of Work

OBJECTIVES	ACTIVITIES TO ACCOMPLISH OBJECTIVES	TIMELINE:	DOCUMENTATION OF ACTIVITIES
<p>5.5. By June 30, 2010, the Oral Health Advisory Committee (OHAC) will assist in reviewing and commenting on the local project application in response to the State RFA for 2010-2013.</p>	<p>5.5.1. Send out draft copies of 2010-2013 project application to each OHAC member, requesting their input.</p> <p>5.5.2. During the last annual meeting, discuss suggested revisions to draft; vote on final version.</p> <p>5.5.3. <i>Evaluation of Objective:</i> Have members sign letter verifying their participation in reviewing and commenting on the application; letter will be sent in with application. Report to State by July 31, 2008-10</p>	<p>By November 30, 2009</p> <p>By December 31, 2009</p> <p>By December 31, 2009</p>	<p>Draft application, cover letter.</p> <p>Meeting minutes.</p> <p>Letter signed by OHAC Chair and the final application to the State.</p>

**Exhibit A**  
**Scope of Work**

Component VI: Dental Screening

OBJECTIVES	ACTIVITIES TO ACCOMPLISH OBJECTIVES	TIMELINE:	DOCUMENTATION OF ACTIVITIES
<p>6.1. Annually, children with parental permission will receive a dental screening. (OPTIONAL)</p>	<p>6.1.1. If performed, send parent notices and dental insurance/referral form, forms for dental screening and screening recording form to targeted children for distribution and completion by parents.</p>	<p>Annually September 1 - June 1</p>	<p>If applicable: School data sheet.</p>
	<p>6.1.2. If performed, schedule children to receive dental screening.</p>	<p>Annually September 1 - June 1</p>	<p>If applicable: Calendar of school visits.</p>
	<p>6.1.3. If performed, screen children and send home follow-up forms, educational handout and low-cost insurance information, dental referral resource list to parents.</p>	<p>Annually September 1 - June 1</p>	<p>If applicable: Screening recording form.</p>
	<p>6.1.4. If performed, provide the school coordinator or school nurse with a list of children in need of dental care.</p>	<p>Annually September 1 - June 1</p>	<p>If applicable: Copy of screening form/recording form signed by school coordinator or nurse.</p>
	<p>6.1.5. <i>Evaluation of Objective:</i> If performed, determine if all children with parental permission received a dental screening and follow-up results. Determine if those children found to be in need of care received services. Report to State by July 31, 2008-10</p>	<p>Annually by June 30</p>	<p>If applicable: Screening records including the dental classification of each child screened. Documentation from the school nurse to determine if follow-up care was received.</p>

**Exhibit A**  
Scope of Work

COMPONENT VII: Fluoride

OBJECTIVES	ACTIVITIES TO ACCOMPLISH OBJECTIVES	TIMELINE:	DOCUMENTATION OF ACTIVITIES
<p>7.1. Annually, preschool children will be targeted to receive fluoride. Those with parental permission will receive at least one of the following: twice yearly fluoride varnish, daily fluoride tablets or will brush daily with fluoridated toothpaste.</p>	<p>7.1.1. Provide fluoride workshop to all new teachers to outline logistics and requirements of fluoride storage and activities prior to fluoride supplementation.</p>	<p>Annually by October 15</p>	<p>Signed and dated workshop attendance sheet, workshop agenda and outline.</p>
	<p>7.1.2. Deliver supplies (fluoride, cups, napkins, fluoride dispensers, or premixed fluoride packets, permission slips, and fluoride rosters) to each participating teacher.</p>	<p>Annually by October 15</p>	<p>Inventory control sheets signed by school contact person. Teacher evaluations acknowledging timely receipt of supplies.</p>
	<p>7.1.3. Provide monitoring and technical assistance to all participating schools to ensure consistent implementation of program.</p>	<p>Annually July 1-June 30</p>	<p>Visit notes on school class roster sheets, compliance as documented by records.</p>
	<p>7.1.4. <i>Evaluation of Objective:</i> Determine if all targeted preschool children were participating in fluoride supplementation program by target date and received the required number of weeks and doses. Collect teacher evaluations, tablet/rinse records; analyze data and Report to State by July 31, 2008-10</p>	<p>Annually by June 30</p>	<p>Fluoride use records – monthly calendars of intake. Completed State required reporting forms due 30 days after the close of the fiscal year, July 31, 2008-10.</p>



**Exhibit A**  
**Scope of Work**

**COMPONENT VIII: Plaque Control**

OBJECTIVES	ACTIVITIES TO ACCOMPLISH OBJECTIVES	TIMELINE:	DOCUMENTATION OF ACTIVITIES
<p>8.1. Annually, preschool students targeted by the project will receive instruction and guided practice in tooth brushing daily in class and will brush daily in class throughout the year.</p>	<p>8.1.1. Deliver toothbrushes and labeling supplies to participating preschools.</p>	<p>Annually by October 15</p>	<p>Inventory control sheets.</p>
	<p>8.1.2. Send a notice regarding the distribution of toothbrushes to participating classes. Instruct classrooms to begin brushing immediately. Send teachers a notice to pick up their toothbrushes and labeling supplies from the health office and begin brushing immediately.</p>	<p>Annually by October 15</p>	<p>Copy of notice with list of who it was sent to.</p>
	<p>8.1.3. All classes will receive direct toothbrush instruction and specific feedback on skill development.</p>	<p>Annually September 1-June 1</p>	<p>School visit records.</p>
	<p>8.1.4. School contacts will be reminded to continue to reinforce brushing throughout the year.</p>	<p>Annually July 1-June 1</p>	<p>School visit records.</p>
	<p>8.1.5. <i>Evaluation of Objective:</i> Determine if all students received tooth-brushing instruction and guided practice and if students brushed for the entire school year. Collect and review tooth-brushing records, teacher evaluations and determine if students received appropriate daily tooth brushing. Report to State by July 31, 2008-10</p>	<p>Annually by June 30</p>	<p>Teacher evaluation, school visits records. Completed State required reporting forms due 30 days after the close of the fiscal year, July 31, 2008-10.</p>

**Exhibit A**  
**Scope of Work**

**COMPONENT IX: Oral Health In-Service Training**

OBJECTIVES	ACTIVITIES TO ACCOMPLISH OBJECTIVES	TIMELINE:	DOCUMENTATION OF ACTIVITIES
<p>9.1. Annually, all targeted preschool teachers will receive an oral health in-service or program update, which shall include administration of an in-service evaluation.</p>	<p>9.1.1. Develop scope and sequence curriculum and culturally appropriate educational materials.</p>	<p>Annually by September 30</p>	<p>Lesson plans, handouts.</p>
	<p>9.1.2. Assign/schedule classroom visits or dates to provide training to all teachers at school.</p>	<p>Annually by September 30</p>	<p>School assignment lists.</p>
	<p>9.1.3. <i>Evaluation of Objective:</i> Determine if all teachers received an in-service. Report to the state the number of teachers receiving a program update and the number of teachers receiving a full in-service. Review the evaluations and modify the in-service as necessary.</p>	<p>Annually by June 30</p>	<p>In-service evaluations, evaluation summary. Completed State required reporting forms due 30 days after the close of the fiscal year, July 31, 2008-10.</p>

**Exhibit A**  
Scope of Work

COMPONENT X: Parental Education

OBJECTIVES	ACTIVITIES TO ACCOMPLISH OBJECTIVES	TIMELINE:	DOCUMENTATION OF ACTIVITIES
<p>10.1. Annually, all preschool parents will be offered an oral health education workshop. The following subject areas may include:</p> <ul style="list-style-type: none"> <li>• causes, processes, and effects of oral diseases;</li> <li>• plaque control;</li> <li>• nutrition;</li> <li>• use of preventive dental agents, including fluorides and sealants;</li> <li>• the need for regular dental care and preparation for visiting the dentist;</li> <li>• physical activity;</li> <li>• tobacco cessation; and</li> <li>• dental injury prevention.</li> </ul>	<p>10.1.1. Schedule workshop dates.</p> <p>10.1.2. Develop and deliver oral health education.</p> <p>10.1.3. <i>Evaluation of Objective:</i> Determine how many parents received oral health education. Report to State by July 31, 2008-10</p>	<p>Annually July 1- June 1</p> <p>Annually July 1 – June 1</p> <p>Annually by June 30</p>	<p>Workshop calendar.</p> <p>Oral health lesson plan.</p> <p>Sign-in sheets. Completed State required reporting forms due 30 days after the close of the fiscal year, July 31, 2008-10.</p>

**Exhibit A**  
Scope of Work

COMPONENT XI: Oral Health Education

OBJECTIVES	ACTIVITIES TO ACCOMPLISH OBJECTIVES	TIMELINE:	DOCUMENTATION OF ACTIVITIES
<p>11.1. Annually, preschool students targeted by the project will receive at least one instructional visit on oral health, lasting a minimum of 20 minutes, using appropriate scope and sequence principles. The following subject areas may be included: causes, processes, and effects of oral diseases; plaque control; nutrition; use of preventive dental agents, including fluorides and sealants; the need for regular dental care and preparation for visiting the dentist; physical activity; tobacco cessation; and dental injury prevention.</p>	<p>11.1.1. Develop scope and sequence curriculum and culturally appropriate educational materials.</p> <p>11.1.2. Assign/schedule classroom visits.</p> <p>11.1.3. Develop field-test, and deliver lesson(s).</p> <p>11.1.4. <i>Evaluation of Objective:</i> Determine if all participating students had at least one appropriate scope and sequenced lesson. Report to State by July 31, 2008-10</p>	<p>Annually by September 30</p> <p>Annually July 1 – June 1</p> <p>Annually July 1 – June 1</p> <p>Annually by June 1</p>	<p>Lesson plans, handouts.</p> <p>School assignment lists.</p> <p>Scope and sequence, lesson plans, schedules of coordinator/educator.</p> <p>School visit records, schedules. Completed State required reporting forms due 30 days after the close of the fiscal year, July 31, 2008-10.</p>

**Exhibit A**  
Scope of Work

## COMPONENT XII: Dental Screening

OBJECTIVES	ACTIVITIES TO ACCOMPLISH OBJECTIVES	TIMELINE:	DOCUMENTATION OF ACTIVITIES
12.1. Annually, children with parental permission will receive a dental screening. (OPTIONAL)	12.1.1. If performed, send parent notices and dental insurance/referral form, forms for dental screening and screening recording form to targeted children for distribution and completion by parents	If applicable: Annually September 1 - June 1	If applicable: School data sheet
	12.1.2. If performed, schedule children to receive dental screening.	If applicable: Annually September 1 - June 1	If applicable: Calendar of school visits.
	12.1.3. If performed, screen children and send home follow-up forms, educational handout and low-cost insurance information, dental referral resource list to parents.	If applicable: Annually September 1 - June 1	If applicable: Screening recording form.
	12.1.4. If performed, provide the school coordinator or school nurse with a list of children in need of dental care.	If applicable: Annually September 1 - June 1	If applicable: Copy of screening form/recording form signed by school coordinator or nurse
	12.1.5. <i>Evaluation of Objective:</i> If performed, determine if all children with parental permission received a dental screening and follow-up results. Determine if those children found to be in need of care received services. Report to State by July 31, 2008-10	If applicable: Annually by June 30	If applicable: Screening records including the dental classification of each child screened. Documentation from the school nurse to determine if follow-up care was received.

**Exhibit B**  
Budget Detail and Payment Provisions

**1. Invoicing and Payment**

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the contractor for the 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 arrears to:

Rosanna Jackson  
Department of Health Services  
Office of Oral Health  
MS 7210  
P.O. Box 997413  
Sacramento, CA 95899-7413

The State, 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 the State and shall not require an amendment to this agreement.

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

**2. Budget Contingency Clause**

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

**Exhibit B**  
Budget Detail and Payment Provisions

**3. Prompt Payment Clause**

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

**4. Accounts Payable**

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

- 1) \$54,391 for the budget period of 7/01/07 through 6/30/08
- 2) \$54,391 for the budget period of 7/01/08 through 6/30/09
- 3) \$54,391 for the budget period of 7/01/09 through 6/30/10

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

**5. Timely Submission of Final Invoice**

A. A final undisputed invoice shall be submitted for payment no more than ninety (90) calendar days following the expiration or termination date of this Agreement, unless a later or alternate deadline is agreed to in writing by the program contract manager. Said invoice should be clearly marked "Final Invoice," thus indicating that all payment obligations of the State under this agreement have ceased and that no further payments are due or outstanding.

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

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

**6. Allowable Line Item Shifts**

A. *Cumulative line item shifts of up to \$10,000 per line item may be made provided no line item is increased or decreased by more than \$10,000 and the annual agreement total is not changed.*

B. Line item shifts meeting these criteria shall not require a formal agreement mending.

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

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

**Exhibit B**  
Budget Detail and Payment Provisions

**7. Expense Allowability / Fiscal Documentation**

- A. Invoices, received from a Contractor and accepted and/or submitted for payment by the State, shall not be deemed evidence of allowable agreement costs.
- B. Contractor shall maintain for review and audit and supply to DHS upon request, adequate documentation of all expenses claimed pursuant to this agreement to permit a determination of expense allowability.
- C. If the allowability or appropriateness of an expense cannot be determined by the State because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed and payment may be withheld by the State. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.
- D. If travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures. For more information on allowable travel and per diem expenses and required documentation, see Exhibit G entitled, "Travel Reimbursement Information".

**8. Expense Savings Reports**

Program savings incurred during the term of the contract must be communicated to the Office of Oral Health in writing when the program accountants determine the savings.



**Exhibit B, Attachment I**  
Budget  
(Year 1)  
(07/01/07 through 06/30/08)

Personnel	\$24,165
Fringe Benefits	\$9,666
Operating Expenses	\$6,177
Equipment	\$0
Travel	\$1,000
Subcontracts	\$10,000
Other Costs	\$0
Indirect Costs (10% based on Personnel)	\$3,383
<b>Total</b>	<b>\$54,391</b>

**Exhibit B, Attachment II**  
Budget  
(Year 2)  
(07/01/08 through 06/30/09)

Personnel	\$24,165
Fringe Benefits	\$9,666
Operating Expenses	\$6,177
Equipment	\$0
Travel	\$1,000
Subcontracts	\$10,000
Other Costs	\$0
Indirect Costs (10% based on Personnel)	\$3,383
<b>Total</b>	<b>\$54,391</b>

**Exhibit B, Attachment III**  
Budget  
(Year 3)  
(07/01/09 through 06/30/10)

Personnel	\$24,165
Fringe Benefits	\$9,666
Operating Expenses	\$6,177
Equipment	\$0
Travel	\$1,000
Subcontracts	\$10,000
Other Costs	\$0
Indirect Costs (10% based on Personnel)	\$3,383
<b>Total</b>	<b>\$54,391</b>

**Exhibit B, Attachment IV**

State of California

California Department of Health Services

**Invoice**

Mail to: Office of Oral Health  
Children's Dental Disease Prevention Program  
P. O. Box 997413 MS 7210  
Sacramento, CA 95899-7413

Contractor's Name: \_\_\_\_\_ Contact Name: \_\_\_\_\_  
Billing Address: \_\_\_\_\_ Telephone Number: \_\_\_\_\_  
\_\_\_\_\_  
Invoice Period: \_\_\_\_\_  
Contract Number: \_\_\_\_\_ Invoice #: \_\_\_\_\_

Category	Budget	Amount Billed This Period	Balance
Personnel			
Fringe Benefits			
Operating Expenses			
Equipment			
Travel			
Subcontracts			
Other Costs			
Indirect Costs			
<b>Total Costs</b>			

I hereby certify under penalty of perjury, that accounts, as contained herein are properly payable and that such payments are authorized in the amount, for the period and to the respective payees as indicated, under governing laws and regulations.

Print Name \_\_\_\_\_ Signed \_\_\_\_\_ Date \_\_\_\_\_

THIS BOX FOR STATE USE ONLY:

Approved: \_\_\_\_\_  
Date: \_\_\_\_\_

Cal Stars Coding  
51375-4533-702-03  
(07) (08) (09)

EXHIBIT C

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 1005 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



## Special Terms and Conditions

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

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

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 the agreement, the provisions are superseded by an alternate provision appearing elsewhere in the agreement, or the applicable conditions do not exist.

### Index of Special Terms and Conditions

1. Travel and Per Diem Reimbursement
2. Procurement Rules
3. Equipment Ownership / Inventory / Disposition
4. Subcontract Requirements
5. Income Restrictions
6. Audit and Record Retention
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## 1. Travel and Per Diem Reimbursement

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

Reimbursement for travel and per diem expenses from the California Department of Health Services (CDHS) under this agreement shall, unless otherwise specified in this agreement, be at the rates currently in effect, as established by the California Department of Personnel Administration (DPA), for nonrepresented state employees as stipulated in CDHS' Travel Reimbursement Information Exhibit. If the DPA rates change during the term of the agreement, the new rates shall apply upon their effective date and no amendment to this agreement shall be necessary. Exceptions to DPA rates may be approved by CDHS 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 CDHS. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

## 2. Procurement Rules

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

### a. Equipment definitions

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

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

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

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

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

To secure equipment above the annual maximum limit of \$50,000, the Contractor shall make arrangements through the appropriate CDHS program contract manager, to have all remaining equipment purchased through CDHS' Purchasing Unit. The cost of equipment purchased by or through CDHS shall be deducted from the funds available in this agreement. Contractor shall submit to the CDHS program contract manager a list of equipment specifications for those items that the State must procure. The State may pay the vendor

directly for such arranged equipment purchases and title to the equipment will remain with CDHS. The equipment will be delivered to the Contractor's address, as stated on the face of the agreement, unless the Contractor notifies the CDHS program contract manager, in writing, of an alternate delivery address.

- (2) All equipment purchases are subject to Paragraphs d through h of Provision 2. Paragraph b of Provision 2 shall also apply, if equipment purchases are delegated to subcontractors that are either a government or public entity.
- (3) Nonprofit organizations and commercial businesses, shall use a procurement system that meets the following standards:
  - (a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement contract in which, to his or her knowledge, he or she has a financial interest.
  - (b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.
  - (c) Procurements shall be conducted in a manner that provides for all of the following:
    - [1] Avoid purchasing unnecessary or duplicate items.
    - [2] Equipment solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.
    - [3] Take positive steps to utilize small and veteran owned businesses.
- d. Unless waived or otherwise stipulated in writing by CDHS, prior written authorization from the appropriate CDHS program contract manager will be required before the Contractor will be reimbursed for any purchase of \$5,000 or more for commodities, supplies, equipment, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by CDHS, 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 CDHS (e.g., when CDHS has a need to monitor certain purchases, etc.), CDHS may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. CDHS reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that CDHS 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. CDHS may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under Paragraphs b and/or c of Provision 2 by giving the Contractor no less than 30 calendar days written notice.

### 3. Equipment Ownership / Inventory / Disposition

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

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

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

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

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

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

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

- (b) Submit the inventory report to CDHS according to the instructions appearing on the form or issued by the CDHS program contract manager.

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

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

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

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

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

- e. Unless otherwise stipulated by the program funding this agreement, equipment and/or miscellaneous property purchased/reimbursed with agreement funds or furnished by CDHS under the terms of this agreement, shall only be used for performance of this agreement or another CDHS agreement.
- f. Within sixty (60) calendar days prior to the termination or end of this agreement, the Contractor shall provide a final inventory report of equipment and/or miscellaneous property to the CDHS program contract manager and shall, at that time, query CDHS as to the requirements, including the manner and method, of returning state equipment and/or miscellaneous property to CDHS. Final disposition of equipment and/or miscellaneous property shall be at CDHS expense and according to CDHS instructions. Equipment and/or miscellaneous property disposition instructions shall be issued by CDHS immediately after receipt of the final inventory report. At the termination or conclusion of this agreement, CDHS may at its discretion, authorize the continued use of state equipment and/or miscellaneous property for performance of work under a different CDHS agreement.

**g. Motor Vehicles**

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

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

**Automobile Liability Insurance**

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

- (c) The Contractor and/or Subcontractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this agreement or until such time as the motor vehicle is returned to CDHS.
- (d) The Contractor and/or Subcontractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.
- (e) The Contractor and/or Subcontractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:
  - [1] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State (California Department of Health Services).
  - [2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this agreement and any extension or continuation of this agreement.
  - [3] The insurance carrier shall notify the California Department of Health Services, in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to the agreement number for which the insurance was obtained.
- (f) The Contractor and/or Subcontractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Contractor shall be notified by CDHS, 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, CDHS may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event.

#### 4. Subcontract Requirements

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

- a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing \$5,000 or more. Except as indicated in Paragraph a(3) herein, when securing subcontracts for services exceeding \$5,000, the Contractor shall obtain at least three bids or justify a sole source award.
  - (1) The Contractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.
  - (2) The State may identify the information needed to fulfill this requirement.
  - (3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:
    - (a) A local governmental entity or the federal government,
    - (b) A State college or university from any State,
    - (c) A Joint Powers Authority,

- (d) An auxiliary organization of a California State University or a California community college,
  - (e) A foundation organized to support the Board of Governors of the California Community Colleges,
  - (f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,
  - (g) Entities of any type that will provide subvention aid or direct services to the public,
  - (h) Entities and/or service types identified as exempt from advertising in State Administrative Manual Section 1233 subsection 3. View this publication at the following Internet address: <http://sam.dgs.ca.gov>.
- b. CDHS 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 CDHS 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 CDHS.
- 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 CDHS. CDHS may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by CDHS.
- d. Contractor shall maintain a copy of each subcontract entered into in support of this agreement and shall, upon request by CDHS, make copies available for approval, inspection, or audit.
- e. CDHS assumes no responsibility for the payment of subcontractors used in the performance of the 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 CDHS to the Contractor, to permit CDHS 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 CDHS, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this agreement.
- j. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 17.

## 5. Income Restrictions

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

## 6. Audit and Record Retention

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

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

## 7. Site Inspection

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



## 8. Intellectual Property Rights

### a. Ownership

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

**c. Copyright**

- (1) Contractor agrees that for purposes of copyright law, all works [as defined in Section a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to CDHS to any work product made, conceived, derived from, or reduced to practice by Contractor or CDHS 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 CDHS and which result directly or indirectly from this agreement, shall include CDHS' notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2006, etc.], California Department of Health Services. This material may not be reproduced or disseminated without prior written permission from the California Department of Health Services." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

**d. Patent Rights**

With respect to inventions made by Contractor in the performance of this agreement, which did not result from research and development specifically included in the agreement's scope of work, Contractor hereby grants to CDHS 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 CDHS, without additional compensation, all its right, title and interest in and to such inventions and to assist CDHS 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 CDHS' prior written approval; and (ii) granting to or obtaining for CDHS, 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 CDHS 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 CDHS.

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

**i. Survival**

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

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

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

## 10. Confidentiality of Information

- a. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this agreement or persons whose names or identifying information become available or are disclosed to the Contractor, his/her employees, agents, or subcontractors as a result of services performed under this agreement, except for statistical information not identifying any such person.
- b. The Contractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this agreement.
- c. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDHS 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 CDHS without prior written authorization from the CDHS 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.

## 11. Documents, Publications and Written Reports

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

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

## 12. Dispute Resolution Process

- a. A Contractor grievance exists whenever there is a dispute arising from CDHS' action in the administration of an agreement. If there is a dispute or grievance between the Contractor and CDHS, the Contractor must seek resolution using the procedure outlined below.
  - (1) The Contractor should first informally discuss the problem with the CDHS 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. Should the

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

- (2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.
- b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5, commencing with Section 251, California Code of Regulations.)
- c. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.
- d. Unless otherwise stipulated in writing by CDHS, all dispute, grievance and/or appeal correspondence shall be directed to the CDHS program contract manager.
- e. There are organizational differences within CDHS' 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 CDHS 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.

### 13. Financial and Compliance Audit Requirements

- a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.
- b. Direct service contract means a contract for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code section 38020). Direct service contracts shall not include contracts, grants, or subventions to other governmental agencies or units of government nor contracts with regional centers or area agencies on aging (See H&S Code section 38030).
- c. The Contractor, as indicated below, agrees to obtain one of the following audits:
  - (1) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives \$25,000 or more from any State agency under a direct service contract; the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, and/or
  - (2) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives less than \$25,000 per year from any State agency under a direct service contract, the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this

agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, and/or

- (3) If the Contractor is a State or Local Government entity or Nonprofit organization (as defined by the Federal Office of Management and Budget [OMB] Circular A-133) and expends \$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 CDHS 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 CDHS 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 CDHS program contract manager shall forward the audit report to CDHS' Audits and Investigations Unit if the audit report was submitted under Section 13C(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 CDHS program funding this agreement must provide advance written approval of the specific amount allowed for said audit expenses.
  - f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.
  - g. Nothing in this agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.
  - h. Nothing in this provision limits the authority of the State to make audits of this contract, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.
  - i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.

#### 14. Novation Requirements

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

**15. Payment Withholds**

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

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

**16. Performance Evaluation**

(Not applicable to grant agreements.)

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

**17. Officials Not to Benefit**

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

**18. Four-Digit Date Compliance**

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

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

**19. Union Organizing**

(Applicable only to grant agreements.)

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

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



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

(Applicable only to nonprofit organizations.)

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

- a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.
- b. As used herein, fringe benefits do not include:
  - (1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.
  - (2) Director's and executive committee member's fees.
  - (3) Incentive awards and/or bonus incentive pay.
  - (4) Allowances for off-site pay.
  - (5) Location allowances.
  - (6) Hardship pay.
  - (7) Cost-of-living differentials
- c. Specific allowable fringe benefits include:
  - (1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.
- d. To be an allowable fringe benefit, the cost must meet the following criteria:
  - (1) Be necessary and reasonable for the performance of the agreement.
  - (2) Be determined in accordance with generally accepted accounting principles.
  - (3) Be consistent with policies that apply uniformly to all activities of the Contractor.
- e. Contractor agrees that all fringe benefits shall be at actual cost.
- f. Earned/Accrued Compensation
  - (1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See Provision f (3)(a) for an example.
  - (2) For multiple year contracts, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the agreement. Holidays cannot be carried over from one contract year to the next. See f Provision (3)(b) for an example.
  - (3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.
  - (a) **Example No. 1:**

If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a contract

period of one year. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of the agreement, the Contractor during a one-year agreement term may only claim up to three weeks of vacation and twelve days of sick leave actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the agreement are not an allowable cost.

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

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

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

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

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

**1. Additional Incorporated Exhibits**

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

1) Work Plan

**2. 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, unless otherwise stated elsewhere in this agreement. No amendment will be considered binding on either party until it is formally approved by the State.

**3. 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 CDHS, Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent contract costs.
- C. Contractor shall be entitled to payment for all allowable costs authorized under this agreement, including authorized non-cancelable obligations incurred up to the date of termination or cancellation, provided such expenses do not exceed the stated maximum amounts payable.

**4. Freeze Exemptions**

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

**Exhibit E**  
Additional Provisions

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

### 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 \_\_\_\_\_ entered into between the State of California Department of Health Services (CDHS) 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 CDHS or purchased with or reimbursed by contract funds)

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

#### Patents / Other Issues

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

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

Contractor's Legal Name (as on contract): \_\_\_\_\_

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

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

CDHS Distribution: Accounting (Original) Program

**T. Travel Reimbursement Information**

(Mileage Reimbursement Rate Increase Effective January 1, 2007)

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

(1) Lodging (with receipts\*):

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

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

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

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

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

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

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

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

- 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.
- Note on use of autos:** If a contractor uses his/her or a company car for transportation, the rate of reimbursement will be **48.5 cents** maximum per mile. If a contractor uses his/her or a company car "in lieu of" airfare, the air coach fare will be the maximum paid by the State. The contractor must provide a cost comparison upon request by the State. Gasoline and routine automobile repair expenses are not reimbursable.
- 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.
- Contractors are to consult with the program with which the contract is held to obtain specific invoicing procedures.

**Per Diem Reimbursement Guide**

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