



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



KAREN L. SMITH, MD, MPH
Director & State Health Officer

EDMUND G. BROWN JR.
Governor

3/8/2018

City of Long Beach
Attn: Carmon Linares
2525 Grand Avenue
Long Beach, CA 90815

Subject: Contract# 17-10325

34923

Enclosed for your records is a copy of the fully executed Grant Agreement between the California Department of Public Health and City of Long Beach with a term of 7/1/2017 through 6/30/2022.

Approval was obtained on 3/5/2018 which represents the commencement date of this agreement.

Public Contract Code 10116 requires state agencies to capture information on race, ethnicity, gender and sexual orientation of business owners on all awarded contracts and procurements.

- This information shall not be collected until after the contract has been awarded.
- The completion of the attached form is **strictly voluntary** and **shall be anonymous**.
The information on the completed data sheet shall remain **CONFIDENTIAL**

When applicable, Per Title 2, Section 8117.5 of the California Code of Regulations requires that we notify the Department of Fair Employment and Housing, Office of Compliance Programs of this agreement award of \$5,000 or more.

When applicable, Military and Veteran Code (MVC) 999.5(d), Government Code (GC) 14841 and California Code of Regulations (CCR) 1896.78 require that all Prime Contractors that used a Disabled Veteran Business Enterprise (DVBE) firm to perform an element of work for a given contract to report specific DVBE information, therefore, if DVBE subcontractors are utilized in performance of this contract/procurement, you must complete the attached CDPH 9095 form and return within 60 days from receipt of final payment.

You may fax either of these forms to (916) 319-8583 or mail to SB/DVBE Advocate at address below.

Please contact Program Support Branch, Contracts Management Unit, if you have any questions.

cc: CDPH Contract File

VOLUNTARY STATISTICAL DATA SHEET
Information to be used for reporting purposes only

Public Contract Code 10111 requires state agencies to capture information on ethnicity, race and gender (ERG) of business owners on all awarded contracts and procurements to the extent that the information has been voluntarily reported to the department. The awarding department is prohibited from using this data to discriminate or provide a preference in the solicitation or acceptance of bids, quotes, or estimates for goods, services, construction and/or information technology. This information shall not be collected until after the contract award is made. The completion of this form is **strictly voluntary**. The data you provide on this form should best describe the *ownership of your business*. Ownership of a business should be determined as follows:

- For a business that is an sole proprietorship, partnership, corporation, or joint venture at least 51 percent is owned by one or more individuals in a classification designated below or, in the case of any business whose stock is publicly held, at least 51 percent of the stock is owned by one or more individuals in a designated classification, or
- For other business entities, the owner is the person controlling management and daily operations and who "owns" the business.

For purposes of this report, respond only if the business has its home office in the United States and which is not a branch or subsidiary of a foreign corporation, firm, or other business.

Ethnicity/Minority Classification As defined in Public Contract Code Section 2051 (c)

- Asian-Indian** – a person whose origins are from India, Pakistan, or Bangladesh.
- Black** – a person having origins in any of the Black racial groups of Africa.
- Hispanic** – a person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish or Portuguese culture or origin regardless of race.
- Native American** – an American Indian, Eskimo, Aleut, or Native Hawaiian.
- Pacific Asian** – a person whose origins are from Japan, China, Taiwan, Korea, Vietnam, Laos, Cambodia, the Philippines, Samoa, Guam, or the United States Trust Territories of the Pacific including the Northern Marianas
- Other** – Any other group of natural persons identified as minorities in the respective project specifications of an awarding department or participating local agency.

Race Classification As defined by the Office of Management and Budget, Federal Register Notice, October 30, 1997, at <http://www.whitehouse.gov/omb/fedref/1997standards.html>

- | | |
|---|--|
| <input type="checkbox"/> American Indian or Alaska Native | <input type="checkbox"/> Asian |
| <input type="checkbox"/> Black or African American | <input type="checkbox"/> Native Hawaiian or Other Pacific Islander |
| <input type="checkbox"/> Other | <input type="checkbox"/> White |

Gender Classification

- Female Male

Sexual Orientation Classification As defined by Public Contract Code 10111(f)

- | | |
|----------------------------------|--------------------------------------|
| <input type="checkbox"/> Lesbian | <input type="checkbox"/> Bisexual |
| <input type="checkbox"/> Gay | <input type="checkbox"/> Transgender |

ITEMS BELOW TO BE COMPLETED BY STATE AGENCY/DEPARTMENT ONLY

- Goods Services Construction

Total Contract Purchase: 4,170,815 Contract Award Date: 3/5/18

34923

CALIFORNIA IMMUNIZATION PROGRAM

RFA # 17-10072 Immunization Local Assistance Grant

Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter “Department”

TO

City of Long Beach, hereinafter “Grantee”

Implementing the project, “To assist local health departments (LHDs) in preventing and controlling vaccine-preventable diseases (VPDs) in the local health jurisdiction (LHJ),” hereinafter “Project”

GRANT AGREEMENT NUMBER 17–10325

The Department awards this Grant and the Grantee accepts and agrees to use the Grant funds as follows:

AUTHORITY: The Department has authority to grant funds for the Project under Health and Safety Code, Section 120325-120380 of the Health & Safety Code, which requires immunizations against childhood diseases prior to school admittance and Federal Grant number 5NH23IP000717-05-00.

PURPOSE: The Department shall provide a grant to and for the benefit of the Grantee; the purpose of the Grant is to assist LHDs in preventing and controlling VPDs in the LHJ. The Grantee is to implement activities to:

- Assess and improve coverage levels in the jurisdiction of all vaccines recommended by the Advisory Committee on Immunization Practices (ACIP) to protect the population.
- Detect, report, and control vaccine-preventable diseases in the jurisdiction.

Related Statutes

California Health & Safety Code sections:

- 120130 requires the Local Health Officers to properly report to CDPH those diseases listed as reportable, which include vaccine-preventable diseases.
- 120175 requires the Local Health Officers to take measures as may be necessary to prevent the spread or occurrence of additional cases of reportable diseases (which includes reportable vaccine-preventable diseases).
- 120350 requires Local Health Officers to organize and maintain a program to make available the immunizations required for admittance to child care facilities and schools.

GRANT AMOUNT: The maximum amount payable under this Grant shall not exceed One Million One Hundred Seventy Thousand Eight Hundred Fifteen dollars (\$1,170,815).

TERM OF GRANT: The term of the Grant shall begin on July 1, 2017, and terminates on June 30, 2022. No funds may be requested or invoiced for work performed or costs incurred after June 30, 2022.

PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant will be:

| | |
|---|---|
| California Department of Public Health | Grantee: City of Long Beach |
| Immunization Branch Name: Robina Escalada | Name: Carmon Linares, RN II, Immunization Coordinator |
| Address: 850 Marina Bay Pkwy., Bldg. P, 2 nd Floor | Address: 2525 Grand Avenue |
| City, ZIP: Richmond, CA 94804 | City, ZIP: Long Beach, CA 90815 |
| Phone: (510) 620-3729 | Phone: (562) 570-4516 |
| Fax: (510) 620-3774 | Fax: (562) 570-4374 |
| E-mail: Robina.Escalada@cdph.ca.gov | E-mail: Carmon.Linares@longbeach.gov |

Direct all inquiries to:

| | |
|--|--|
| California Department of Public Health, Immunization Branch | Grantee: City of Long Beach |
| Attention: Laurel Fowler, Sr. Field Representative | Attention: Carmon Linares, RN II, Immunization Coor. |
| Address: 3530 Wilshire Blvd. Ste. 700 | Address: 2525 Grand Avenue |
| City, Zip: Los Angeles, CA 90010 | City, Zip: Long Beach, CA 90815 |
| Phone: (213) 351-7800 | Phone: (562) 570-4516 |
| Fax: (213)351-2780 | Fax: (562) 570-4374 |
| E-mail: lfowler@ph.lacounty.gov | E-mail: Carmon.Linares@longbeach.gov |

Either party may change its Project Representative upon written notice to the other party.

STANDARD PROVISIONS. The following exhibits are attached and made a part of this Grant by this reference:

- Exhibit A GRANT APPLICATION
(The Grant Application provides the description of the project and associated cost)
- Exhibit B BUDGET DETAIL AND PAYMENT PROVISIONS
The approved budget supersedes the proposed budget in the Grant Application

- Exhibit C STANDARD GRANT CONDITIONS

- Exhibit D REQUEST FOR APPLICATIONS #17-10072
 Including all the requirements and attachments contained therein

- Exhibit E ADDITIONAL PROVISIONS

- Exhibit F FEDERAL TERMS AND CONDITIONS

GRANTEE REPRESENTATIONS: The Grantee(s) accept all terms, provisions, and conditions of this grant, including those stated in the Exhibits incorporated by reference above. The Grantee(s) shall fulfill all assurances and commitments made in the application, declarations, other accompanying documents, and written communications (e.g., e-mail, correspondence) filed in support of the request for grant funding. The Grantee(s) shall comply with and require its contractors and subcontractors to comply with all applicable laws, policies, and regulations.

IN WITNESS THEREOF, the parties have executed this Grant on the dates set forth below.

Executed By:

Date: 1/24/18

PL West
Patrick W. West
City Manager
City of Long Beach
333 W. Ocean Blvd.
Long Beach, CA 90802

Date: 3/5/18

Jeff Mapes
Jeff Mapes, Chief
Contracts Management Unit
California Department of Public Health
1616 Capitol Avenue, Suite 74.262
P.O. Box 997377, MS 1800- 1804
Sacramento, CA 95899-7377

Jeff Mapes, Chief, Contracts Management Unit

APPROVED AS TO FORM

1/24, 2018
CHARLES PARKIN, City Attorney

By Linda T. Vu
LINDA T. VU
DEPUTY CITY ATTORNEY

City of Long Beach
Grant #17-10325
Total Pages: 26

EXHIBIT A

GRANT APPLICATION

CDPH Immunization Branch **Form 1**
Fiscal Year 2017-2022
APPLICATION COVER SHEET/CHECKLIST

| | |
|----------------------------|--|
| DATE OF SUBMISSION | May 18, 2017 |
| OFFICIAL ORGANIZATION NAME | City of Long Beach |
| AGREEMENT NUMBER | (Leave blank. Will be assigned by CDPH/IZ) |

Provide the name, phone number, and e-mail address of the person we can contact to confirm the date/time of the negotiation conference call.

| | |
|-----------------------------------|----------------------------|
| Contact Name: Sarady C. Kong | Phone Number: 562-570-4341 |
| E-mail: Sarady.Kong@longbeach.gov | |

Type of Application:

New
 Renewal
 Continuation
 Supplement
 Revision
 Supplement
 Revision

| | |
|--------------------------------------|-------------------------------------|
| Budget Period: | Total Amount Requested for 5 Years: |
| From: July 1, 2017 To: June 30, 2022 | \$ 1,170,815 |

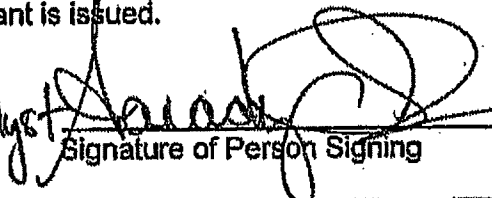
Board of Supervisors/Resolution meeting dates for the upcoming 6 months:

June 13, 2017
July 11, 2017
Aug. 8, 2017
Sept. 12, 2017
Oct. 10, 2017
Nov. 14, 2017
Dec. 12, 2017
Jan. 16, 2018
Feb. 13, 2018
Mar. 13, 2018

Federal Compliance Requirements of the Immunization Grant No. 5 NH23IP000717-05-00

This section requires LHD Grantee signature to acknowledge that the LHD Grantee has reviewed and understand the Federal Compliance Requirements of the Immunization Grant. See enclosed copy of the Award Attachments under which this grant is issued.

Sarady O. Kong, Analyst
Print Name and Title of Person Signing


Signature of Person Signing

5/18/2017
Date

APPLICATION CONTENTS:

Application Due by 5:00 p.m., (Pacific Standard Time), May 18, 2017

Please Check

- | | | |
|---------|---|-------------------------------------|
| Form 1: | Application Cover Sheet/Checklist | <input checked="" type="checkbox"/> |
| Form 2: | Grantee Information Form | <input checked="" type="checkbox"/> |
| Form 3: | Local Project Synopsis | <input checked="" type="checkbox"/> |
| Form 4: | CDPH Immunization Branch Scope of Work for Local Health Departments | <input checked="" type="checkbox"/> |
| Form 5: | Exhibit B – Budget | <input checked="" type="checkbox"/> |
| Form 6: | Payee Data Record | <input checked="" type="checkbox"/> |

NOTE: The above documents must be completed and submitted with this Application Cover Sheet/Checklist Form. E-mail completed application to izb.admin@cdph.ca.gov by the submission deadline.

**CDPH Immunization Branch
Grantee Information Form**

Date Form Completed: _____

| | |
|--|--|
| This is the information that will appear on your grant agreement cover page | |
| Organization | Federal Tax ID # [REDACTED] Contract/Grant# <u>(will be assigned by IZ/CDPH)</u> |
| | Data Universal Number System (DUNS) # <u>130009269</u> |
| | Official Organization Name <u>City of Long Beach</u> |
| | Mailing Address <u>2525 Grand Avenue, Long Beach, CA 90815</u> |
| | Street Address (If Different) _____ |
| | County <u>Los Angeles</u> |
| | Phone <u>562-570-4341</u> Fax _____ |
| | Website <u>http://www.longbeach.gov/health/</u> |
| The <i>Grant Signatory</i> has authority to sign the grant agreement cover | |
| Grant Signatory | Name <u>Patrick W. West</u> |
| | Title <u>City Manager</u> |
| | <i>If address(es) are the same as the organization above, just check this box and go to Phone</i> <input type="checkbox"/> |
| | Mailing Address <u>333 W. Ocean Blvd., Long Beach, CA 90802</u> |
| | Street Address (If Different) _____ |
| | Phone <u>562-570-6916</u> Fax _____ |
| E-mail <u>Patrick.West@longbeach.gov</u> | |
| The <i>Project Director</i> is responsible for all of the day-to-day activities of project implementation and for seeing that all grant requirements are met. This person will be in contact with State Immunization Branch staff, will receive all programmatic, budgetary, and accounting mail for the project and will be responsible for the proper dissemination of program information. | |
| Project Director | Name <u>Carmon Linares, RN II</u> |
| | Title <u>Immunization Coordinator</u> |
| | <i>If address(es) are the same as the organization above, just check this box and go to Phone</i> <input checked="" type="checkbox"/> |
| | Mailing Address _____ |
| | Street Address (If Different) _____ |
| | Phone <u>562-570-4516</u> Fax _____ |
| E-mail <u>Carmon.Linares@longbeach.gov</u> | |

| | | |
|------------------|---|---|
| Payment Receiver | All payments are sent to the attention of this person at the designated address. | |
| | Name | <u>Soo Park</u> |
| | Title | <u>Accountant III</u> |
| | If address(es) are the same as the organization above, just check this box and go to Phone <input checked="" type="checkbox"/> | |
| | Mailing Address | _____ |
| | Street Address (If Different) | _____ |
| | Phone | <u>562-570-4464</u> Fax <u>562-570-4049</u> |
| E-mail | <u>Soo.Park@longbeach.gov</u> | |
| Fiscal Reporter | The <i>Fiscal Reporter</i> prepares invoices, maintains fiscal documentation and serves as the primary contact for all related questions. | |
| | Name | <u>Aura Sok</u> |
| | Title | <u>Program Assistant</u> |
| | If address(es) are the same as the organization above, just check this box and go to Phone <input checked="" type="checkbox"/> | |
| | Mailing Address | _____ |
| | Street Address (If Different) | _____ |
| | Phone | <u>562-570-4546</u> Fax <u>562-570-4374</u> |
| E-mail | <u>Aura.Sok@longbeach.gov</u> | |
| Fiscal Signatory | The <i>Fiscal Signatory</i> has signature authority for invoices and all fiscal documentation reports. | |
| | Name | <u>Sarady Kong</u> |
| | Title | <u>Grant/Fiscal Analyst</u> |
| | If address(es) are the same as the organization above, just check this box and go to Phone <input checked="" type="checkbox"/> | |
| | Mailing Address | _____ |
| | Street Address (If Different) | _____ |
| | Phone | <u>562-570-4341</u> Fax <u>562-570-4374</u> |
| E-mail | <u>Sarady.Kong@longbeach.gov</u> | |

**CDPH Immunization Branch
Grant Application
Local Project Synopsis**

Form 3

Name of Grantee: City of Long Beach

1. DESCRIPTION OF SERVICES TO BE PROVIDED:

Narrative

The Immunization Assistance Project (IAP) supplements the routine activities of the Long Beach Department of Health and Human Services toward the goal of having 90% of children complete the basic pediatric vaccine series by age two and 95% of new school and child care enrollees meeting the legal requirements for entry to school. IAP activities include:

- Provide education and guidance to the LHD, HDAS and the medical community to facilitate compliance with current protocols, policies and procedures for vaccine availability, accountability and management
- Promote the use of the Immunization registry (CAIR) among private providers and support its continued use at public health and community clinic sites.
- Improve the quality and efficiency of immunization services and participate in QAR visits to assess adherence to the Standards for Child and Adolescent Immunization Practices. To include the development of the QAR report, implementation of corrective action plans, strategies to reduce missed opportunities for vaccination and linkage/referral to medical homes.
- Expand immunization services, promote best practices and improve coverage rates around children, adolescent and adults within the jurisdiction through the development of partnerships and collaborative activities. Provide resources and training to staff in schools, Head Start, childcare centers and licensed family care homes.
- Support local disease surveillance and outbreak control efforts.
- Conduct case management and provider outreach as directed by the Perinatal Hepatitis B Prevention Project to reduce the incidence of perinatal hepatitis B infection in the jurisdiction.
- Conduct seasonal flu clinics and participate pandemic flu planning activities.
- Support immunization clinic operations targeting VFC-eligible patients and underserved pediatric populations.

2. EVALUATION PLANS:

*All grantees participate in process evaluation per their Scope of Work activities.
Grantees must complete a quarterly grant report detailing their activities.*

The Immunization Assistance Project will use the following processes to evaluate their activities:

- Local Health Department Quarterly Progress Report submitted to the CDPH Immunization Branch four times per year.
- Influenza Vaccine Accountability Report submitted to the CDPH Immunization Branch annually.
- Annual Childcare / School Assessment.
- Annual Selective Review of Childcare / School Assessment.
- Conduct utilization reviews for compliance with VFC requirements including; client screening, inventory, storage and handling and training.

Form 4

CDPH Immunization Branch Scope of Work for Local Health Departments

Purpose

The purpose of this grant is to assist local health departments (LHDs) in preventing and controlling vaccine-preventable diseases in the local health jurisdiction (LHJ).

Related Statutes

California Health & Safety Code sections:

- 120130 requires the Local Health Officer to properly report to CDPH those diseases listed as reportable, which include vaccine-preventable diseases.
- 120175 requires the Local Health Officer to take measures as may be necessary to prevent the spread or occurrence of additional cases of reportable diseases (which includes reportable vaccine-preventable diseases).
- 120350 requires Local Health Officers to organize and maintain a program to make available the immunizations required for admittance to child care facilities and schools.

Services to be Performed by the Grantee

The Grantee is to implement activities to:

- Assess and improve coverage levels in the jurisdiction of all vaccines recommended by the Advisory Committee on Immunization Practices (ACIP) to protect the population.
- Detect, report, and control vaccine-preventable diseases in the jurisdiction.

The LHD must agree to the following inclusive objectives and conduct the following activities. Many of the services to be performed are also conditions for federal funding of the CDPH Immunization Branch (IZB) and/or statutory requirements of State and LHDs. The level of subvention grant funding to be awarded is not represented as sufficient for support of all the required activities; a significant amount of local support and funding is expected. Subvention grant funds must not be used to supplant (i.e., replace) local funds currently being expended for immunization services and activities.

Grantee agrees to assign the responsibility of monitoring each program component:

1) Vaccine Accountability and Management; 2) Improving Vaccine Access and Coverage Rates; 3) Immunization Information Systems; 4) Perinatal Hepatitis B Prevention; 5) Education, Information, Training, and Partnerships; 6) Prevention, Surveillance and Control of Vaccine Preventable Disease; 7) Assess and Improve Compliance with Childcare and School Immunization Entry Requirements; and 8) Improve and Maintain Preparedness for an Influenza Pandemic.

Grantee will monitor grant fund expenditures to maximize the utilization of the funding for achieving the goals and objectives. Grant invoices shall be reviewed and submitted quarterly to the CDPH Immunization Branch.

The Immunization Coordinator is required to participate in meetings, webinars, and conference calls as requested by the CDPH Immunization Branch including, but not limited to, the CDPH

Immunization Branch's Immunization Coordinators' Meeting, New Immunization Coordinator Orientation (offered annually and required for all new Immunization Coordinators), regional coordinators' meetings, and conference calls related to influenza, outbreak control, perinatal hepatitis B, changes in policies and procedures, and other important issues.

Components, Objectives, Activities

1) Vaccine Accountability and Management

Objective 1.1: With the assistance of the CDPH Immunization Branch, the grantee is to provide guidance to LHD facilities (if clinics are offered by LHD) and partners that receive Immunization Branch (IZB) supplied vaccine (317, Vaccines for Children [VFC], state general fund) to facilitate compliance with current protocols, policies, and procedures for vaccine management, including storage and handling in accordance with manufacturers' specifications and as stated in the following documents: *The VFC Program's Provider Participation Agreement and the Provider Agreement Addendum (VFC and 317 Vaccines)*.

a. Required Activities:

- i. Provide education and guidance to LHD facility and partner staff regarding the requirements stated in the above documents as needed. Ensure immunization services are provided directly by the LHD and/or identify, authorize and monitor community-based health care agencies to provide immunization services as described in the Clinic Services Document located on the Immunization Coordinator website (www.izcoordinators.org).
- ii. LHDs are responsible for ensuring that their community partners that receive IZB-supplied vaccine are in compliance with all storage and handling requirements.
- iii. Assist LHD facilities and partners receiving IZB-supplied vaccine in developing and implementing policies that specify no charge may be made to the patient, parent, guardian or third party payer for the cost of the IZB-supplied vaccine. If a vaccine administration fee is charged, it may not exceed the maximum established by local policy, and a sliding scale/fee waiver process must be in place. Signage must be posted in a prominent location which states that those persons eligible to receive IZB-supplied vaccine may not be denied vaccine for failure to pay the administration fee or make a donation to the provider.
- iv. In collaboration with LHD facilities and partners, monitor and facilitate compliance with requirements for the use of IZB-supplied vaccine.

b. Suggested Activities:

- i. Promote CDPH requirements and recommendations for the storage and handling of vaccines to the general provider community.
- ii. Conduct Immunization Skills Institute trainings for local provider staff.

c. Performance Measures:

- i. Thoroughness and timeliness of Quarterly Grant Reports submitted.
- ii. Documentation of guidance provided to community-based agencies receiving IZB-supplied vaccines from the LHD.

d. Reporting Requirements:

- i. Quarterly grant reports
- ii. VFC Recertification

Objective 1.2: The Grantee will provide guidance to LHD facilities and partners that receive IZB-supplied (317, VFC, state) vaccine to facilitate compliance with current protocols, policies, and procedures for vaccine accountability including: ordering, patient eligibility screening, administration, waste minimization, dose accountability and reporting, and annual recertification requirements, as stated in the following documents:

- The VFC Program's Provider Participation Agreement
- *The VFC Program's Provider Agreement Addendum (VFC and 317 Vaccines)*
- *Policy for Provision of IZB-supplied Vaccines to Privately Insured Patients by Local Health Department Jurisdictions* (posted on the Immunization Coordinator website (www.izcoordinators.org))
- *Vaccine Eligibility Guidelines for Health Department and CDPH Approved Health Department Partners* (posted on the Immunization Coordinator website (www.izcoordinators.org))

a. Required Activities:

- i. Provide education and guidance to LHD and partner facility staff regarding the requirements stated in the above documents as needed.
- ii. Facilitate the development and implementation of corrective action plans for vaccine loss/waste incidents due to negligence in LHD facilities and partners as requested by the CDPH Immunization Branch.
- iii. Notify the CDPH Immunization Branch of suspected situations of fraud and/or abuse of IZB-supplied vaccine within the jurisdiction.
- iv. Provide guidance to LHD and partner staff regarding requirements and processes for dose-level tracking/accountability and reporting of IZB-supplied vaccine.
- v. Ensure all doses of IZB-supplied vaccine are entered into California Immunization Registry (CAIR). (See also 3.1.a.ii.)
- vi. Ensure that LHD Immunization Clinics and partners are knowledgeable about and utilize the Vaccine Adverse Events Reporting System (VAERS)¹ for reporting adverse events following immunizations in accordance with CDPH Immunization Branch guidelines.
- vii. Ensure that LHD Immunization Clinics and partners are knowledgeable about and utilize the Vaccine Errors Reporting Program (VERP)² for reporting vaccine administration errors, so they can be identified and remedied to improve vaccine safety.
- viii. Ensure that IZB-supplied (317, VFC, state) vaccines are administered to eligible individuals following outlined eligibility guidelines for each vaccine funding source.
- ix. Adhere to protocols for the request and use of 317 supplied vaccine doses during a vaccine-preventable disease outbreak within the county. Notify the CDPH Immunization Branch and request approval for use of 317 supplied vaccines in all populations, prior to the initiation of any control or prevention

¹ <https://vaers.hhs.gov/index>

² <http://verp.ismp.org/>

vaccination activity. Submit a summary report of vaccination activities with 317 supplied vaccines 30 days after the conclusion of the event or effort.

b. Suggested Activities:

- i. Assist in the management of IZB-supplied vaccine within the jurisdiction by assisting providers with transferring excess inventory or short-dated vaccine to other providers who could utilize the vaccine and providing guidance on the transfer of the vaccine and required documentation.

c. Performance Measures:

For LHD immunization clinics and LHD partners

- i. Percentage of doses ordered by vaccine type that were deemed non-viable negligent losses due to expiration and/or improper storage and handling.
- ii. Number of vaccine storage and handling incidents and vaccine dose accountability reports.

d. Reporting Requirements:

- i. Storage and Handling Incident Reports.
- ii. Vaccine Returns and Wastage Reports.
- iii. Vaccine Administration Reports.
- iv. Local Health Department Authorization Request for 317 Vaccine Use during an Outbreak Response.
- v. Summary of Outbreak Response Activities.
- vi. Corrective action plans and implemented grant reports.

2) Improving Vaccine Access and Coverage Rates

(See section 4 for Perinatal hepatitis B prevention, section 7 for Compliance with school and child care immunization entry requirements, and section 8 for Influenza immunization.)

Objective 2.1: The grantee will promote access to and improve coverage level of ACIP-recommended vaccines for children, adolescents and adults throughout the jurisdiction, including in LHD facilities and partners.

a. Required Activities:

- i. Directly provide and/or work with community partners to implement special targeted vaccination initiatives as directed by the CDPH Immunization Branch such as new legislatively-required vaccines for school entry and mass vaccination.
- ii. Sustain an immunization safety net for the jurisdiction (even if the LHD provides only influenza and outbreak-related vaccination). This will include developing and maintaining a referral list of providers within the jurisdiction that offer no cost or low cost immunization services for adults, adolescents and children, based on insurance status.
- iii. Assist the public with questions and barriers regarding insurance, payment and access to immunization services. Use the *Frequently Asked Questions on Immunization in the Medi-Cal program* to assist Medi-Cal members in accessing immunization services (document can be found on the IZ Coordinators' website: www.izcoordinators.org). As needed, elevate access

problems to the Medi-Cal managed care plan. If unable to resolve at that level, work with the IZB Field Representative to resolve.

- iv. Work with Medi-Cal managed care plans operating in the local health jurisdiction to:
 - 1) Review at least annually (and revise as needed) the Memorandum of Understanding (MOU) between each Plan and the LHD³ (and related documents) regarding coordination of immunization services, exchange of medical information, Plan immunization coverage data, billing, and reimbursement.
 - 2) Review at least annually, the immunization coverage rates for Plan members and support Plan efforts to improve rates.
 - 3) Identify and resolve any barriers Plan members face in accessing immunization services.
- v. Promote adult immunization in the jurisdiction, including through the use of vaccine purchased by Federal 317 funds and provision of technical assistance to priority providers.
- vi. Utilize CAIR, existing local data and/or conduct assessments to identify low or lagging vaccination coverage levels for specific populations and/or specific vaccines (i.e., pockets of need) within the jurisdiction and develop and conduct activities to reduce these disparities. (See also 3.1.a.v.)
- vii. Ensure LHD clinics participating in the VFC Program comply with current immunization schedules, dosages, and contraindications established by the Advisory Committee on Immunization Practices (ACIP); ensure vaccine doses are offered in accordance to those agreed upon as part of the clinic's recertification agreements and populations served at each practice.

b. Suggested Activities:

- i. Promote participation in the VFC Program to other jurisdictional facilities that provide immunizations (e.g., new pediatric providers, primary care, juvenile halls, community and school-based clinics and private providers).
- ii. Promote use of the Adult Implementation Standards (<https://www.cdc.gov/vaccines/hcp/adults/for-practice/standards/index.html>) by adult immunization providers in the jurisdiction.

c. Performance Measures:

- i. Number of operating immunization clinics in LHD facilities, along with number of IZB-supplied immunizations administered at each location.
- ii. #s of individuals vaccinated with IZB-supplied vaccine offered by facilities.

d. Reporting Requirements:

- i. Number and hours of operation of LHD immunization clinic sites.
- ii. Number of immunizations provided by LHD immunization clinics with IZB-funded vaccines and costs to patient.

Objective 2.2: To improve the quality and efficiency of immunization services provided by

³Mandated by Department of Health Care Services. See Exhibit A, Attachment 8 (Section 12) and Attachment 12 of the boilerplate contract located at:
<http://www.dhcs.ca.gov/provgovpart/Documents/ImpRegSB2PlanBp32014.pdf>

LHD clinics and partners, participate or follow up on VFC Compliance Visits and Assessment, Feedback, Incentive, eXchange (AFIX) visits, as requested by CDPH staff, to assess and improve adherence to the CDC's Standards for Child and Adolescent Immunization Practices.

a. Required Activities:

- i. In conjunction with the CDPH Immunization Branch, participate in and support the compliance visits and AFIX for all LHD facilities within the jurisdiction and assist with the implementation of corrective action plans, strategies to reduce missed opportunities for vaccination, and linkage/referral to medical homes.
- ii. As directed by the CDPH Immunization Branch, conduct follow-up visits with LHD clinics and partners to provide assistance with implementation of mandatory corrective action plans.

b. Suggested Activities:

- i. Working with the IZB Field Representative, assist with conducting VFC compliance and educational visits at public and private VFC sites outside the LHD to improve the delivery and quality of immunization services within the jurisdiction.
- ii. Assist and support the VFC Program with conducting follow-up activities as requested.
- iii. Assist in the communication of key VFC Program initiatives, messages, or VFC Tips to local providers in the county as part of any provider community education effort.

c. Performance Measures:

- i. Immunization rates of specified cohorts.
- ii. Percentage of immunization rate assessments completed for those facilities designated for assessment.
- iii. Feedback sessions conducted with sites needing additional support.

d. Reporting Requirements:

- i. VFC Compliance Visit Reports and Coverage Reports submitted to the CDPH Immunization Branch Senior Field Representative.

3) Immunization Information Systems

Objective 3.1: The Grantee is to assist in the promotion and implementation of CAIR in the LHD and among providers in the jurisdiction.

a. Required Activities:

- i. Require LHD Immunization Clinics to enter all patients into CAIR either through timely direct entry or real time data exchange with the clinics' electronic health records (EHR).
- ii. All LHD clinics must enter all IZB-supplied vaccine doses administered into CAIR. LHDs may apply for a waiver for adult doses only (19+ years) if they are unable to enter influenza doses given at a mass vaccination clinic (either by themselves or a partner). Contact your IZB Field Representative. (See also 1.2.a.v.)

- iii. Assist with addressing CAIR issues in LHD Immunization Clinics including frequency of use, data quality, and adherence to policies and procedures.
 - iv. Refer participating CAIR providers needing assistance to the Local CAIR Representative or CAIR Help Desk for support.
 - v. Participate in CAIR Trainings and/or CAIR Update meetings.
 - vi. At least once per quarter, the Grantee will run CAIR2 reports to identify gaps in immunization coverage. Assessment may be broad based (e.g. all 2 year olds in the LHJ, by race/ethnicity) or focused (e.g. 2 year olds receiving care in Federally Qualified Health Centers [FQHCs], or participating in WIC). See also 2.1.a.vi.
- b. Suggested Activities:**
- i. Assist in promoting CAIR to other LHD-based facilities that give or look up immunizations including sexually transmitted disease clinics, juvenile halls/jails, primary care services, etc. Assist CDPH Immunization Branch with addressing implementation issues within these settings.
 - ii. Promote CAIR to VFC (including FQHCs) and non-VFC providers during general immunization outreach and education activities and refer interested providers to the CDPH Immunization Branch.
 - iii. Promote CAIR to adolescent and adult medical providers.
 - iv. Promote CAIR participation (look up) by non-medical sites such as WIC and Welfare agencies, and schools and child care centers within the jurisdiction.
 - v. Provide space for CAIR user trainings if available and requested by the CDPH Immunization Branch.
 - vi. Assist with distributing CAIR provider materials (e.g., Reminder/Recall postcards).
- c. Performance Measures:**
- i. Timeliness and completeness of LHD Immunization Clinics entering/submitting patients into CAIR.
 - ii. Participation in CAIR Trainings and/or CAIR Update meetings, if offered.
- d. Reporting Requirements:**
- i. Percentage of LHD clinics entering/submitting records into CAIR, along with timeframes of entry.

4) Perinatal Hepatitis B Prevention

Objective 4.1: Reduce the incidence of perinatal hepatitis B virus (HBV) infection in the jurisdiction.

a. Required Activities:

- i. Send annual information to prenatal care providers (CDPH to provide template) on:
 - 1) Screening all pregnant women for hepatitis B surface antigen (HBsAg) as part of the first prenatal laboratory tests;
 - 2) Ordering HBV DNA testing on HBsAg-positive pregnant women and referring women with HBV DNA levels >20,000 IU/mL to a specialist;

- 3) Informing the planned delivery hospital of the mother's HBsAg-positive status at least one month prior to delivery date;
 - 4) Reporting HBsAg-positive pregnant women to the LHD within the timeline stated by current California codes and regulations;
 - 5) Educating HBsAg-positive pregnant women about the current ACIP recommendations on prevention of perinatal HBV transmission; and
 - 6) Enrollment of the birth hospital as a provider in the VFC program.
- ii. Send annual information to birth hospitals (CDPH to provide template) on:
- 1) Identifying all pregnant HBsAg-positive on hospital admission;
 - 2) Immediately testing pregnant women with unknown HBsAg status on admission;
 - 3) Developing written policies and procedures or standing orders for the prevention of perinatal HBV infection per the current ACIP recommendations, including administration of post-exposure prophylaxis (PEP) for infants of HBsAg-positive women; notification of the LHD if PEP is refused by the parents; and administration of a universal hepatitis B vaccine birth dose; and
 - 4) Optimizing their use of CAIR, including making CAIR disclosure to mothers a routine part of hospital pre-registration, and ensuring that birth hospital Electronic Health Records (EHRs) are successfully exchanging data with CAIR.
- iii. With LHD Communicable Disease staff, create a method to identify HBsAg-positive pregnant women through laboratory report review.
- iv. Contact and educate HBsAg-positive pregnant women about current ACIP recommendations on prevention of perinatal hepatitis B transmission.
- v. Follow-up with birth hospitals to ensure that infants of HBsAg-positive women received appropriate PEP at birth.
- vi. Follow-up with pediatrician to ensure that HBV vaccine series is given and document dates of receipt.
- vii. Follow-up with pediatrician to ensure that post vaccination serologic (PVS) testing occurs at 9 months and document the results.
- viii. Recommend that infected infants are referred to a gastroenterologist.

b. Suggested Activities:

- i. Work with Perinatal Hepatitis B staff at the CDPH Immunization Branch as appropriate on provider enrollment, quality assurance, and/or follow-up activities.

c. Performance Measures:

- i. Number and percentage of birth hospitals within the jurisdiction providing the universal hepatitis B birth dose in accordance with ACIP recommendations.
- ii. Birth hospitals not offering the universal hepatitis B birth dose have received education regarding the ACIP recommendations.
- iii. Number and percentage of infants born to HBV-infected mothers who have completed PVS testing.
- iv. Percentage of birth hospitals within the jurisdiction that deliver babies eligible for VFC vaccine that have enrolled in the VFC Program.

d. Reporting Requirements:

- i. Report the number and percentage of birthing hospitals that are compliant with ACIP recommendations for providing the universal hepatitis B birth dose.
- ii. Provide updates regarding education and assistance provided to birth hospitals that do not offer the universal hepatitis B birth dose.
- iii. Report the number and percentage of birth hospitals that have successfully enrolled and are actively participating in the VFC Program.
- iv. Report the CAIR provider IDs of all birth hospitals in the LHD (so CDPH can assess/improve data exchange quality).
- v. Report all
 - 1) HBsAg-positive pregnant women;
 - 2) Infants who did not receive appropriate PEP at birth, either due to a PEP error or due to parental refusal of PEP for the infant; and
 - 3) HBV-infected infants <24 months of age.

5) Education, Information, Training, and Partnerships

Objective 5.1: Develop partnerships and collaborative activities in order to expand immunization services, promote best practices, and improve coverage rates among children, adolescents and adults within the jurisdiction.

a. Required Activities:

- i. Develop and maintain partnerships and conduct collaborative activities with organizations, clinics, and community groups serving children, adolescents, adults to expand immunization services, promote best practices and improve coverage rates. Organizations include, but are not limited to, hospitals and birthing facilities, primary care providers, child care providers, schools, juvenile/adult correction facilities, (Women, Infants, and Children) WIC and other social service agencies, nursing homes, home health agencies, colleges/adult schools and medical associations/organizations.

b. Suggested Activities:

- i. Participate in local and state immunization coalitions, task forces and work groups such as the California Immunization Coalition (CIC).

c. Performance Measures:

- i. Number of new partnerships developed.
- ii. Number and type of activities conducted with new and existing partnerships coalitions, task forces and/or workgroups.

d. Reporting Requirements:

- i. Report the number of new partnerships developed.
- ii. Report by number and type of activities conducted with new and existing partnerships, coalitions, task forces and/or workgroups.

Objective 5.2: Provide and/or promote education and training opportunities, materials, and information to health care providers, schools and childcare centers, community

organizations, and the general public within the jurisdiction to promote best practices for immunization and raise awareness about the importance of immunizations.

a. Required Activities:

- i. Serve as the immunization expert and resource within the jurisdiction for healthcare providers, schools, community organizations and the general public.
- ii. Provide information on education and training resources available through the Centers for Disease Control and Prevention (CDC), State and local health department such as such as EZIZ resources and the Pink Book Webinar Series to facilitate the orientation and training of new LHD Immunization Program staff.
- iii. Promote and encourage providers/organizations to subscribe to the EZIZ listserv to receive information on upcoming educational/training opportunities and immunization-related news.
- iv. Collaborate with CDPH Immunization Branch to notify healthcare providers and other organizations within the jurisdiction about critical immunization information such as changes in the ACIP schedule and new laws/requirements.
- v. Order, stock and disseminate materials available through the Immunization Coordinators' website to providers (to non-VFC providers only if opting to promote VFC Materials Store), schools and other immunization stakeholders within the jurisdiction.
- vi. Conduct at least one annual provider or community-based-campaign to increase coverage of pediatric, adolescent, adults and/or seasonal influenza immunizations.

NOTE: A *campaign* is defined as coordinated efforts through various communications activities to inform your designated audience (i.e., pregnant women, parents of preteens, providers, etc.) of a given issue (e.g., seasonal influenza promotion, encourage Tdap vaccination among pregnant women, etc.). As recommended by the Community Preventative Services Task Force (see Community Guide), provider and/or community-based interventions should be implemented in combination (involve the use of two or more interventions). As an evidence-based approach to increase vaccination rates within a target population, the Task Force recommends implementing a combination of interventions to both 1) increase public demand and 2) enhance access to vaccination services (may include interventions aimed at providers).

A campaign is considered completed by conducting at least one of the communication activities to increase demand from List A, and at least one of the activities to enhance access to vaccination services in List B.

List A. Activities that increase public demand for vaccination

- Send educational e-mail(s) to immunization stakeholders, such as school nurses, provider groups, LHD staff, WIC, Head Start
- Contribute an article to newsletters/bulletins
- Distribute materials to stakeholders, such as schools, youth programs, providers, WIC, MCAH
- Distribute materials for use at community health fairs/events

- Post message(s) on social media, such as Facebook and Twitter
- Post a web banner on your website or other website where audience frequents
- Advertise your message (outdoor advertising, print, radio, TV, online, text message)
- Conduct a health fair or other community event
- Conduct a presentation/training during grand round/In-service for providers
- Speak at a school assembly, PTA meeting, classroom, or at a parent-teacher night
- Conduct a presentation for a community group (e.g., prenatal class)
- Conduct a press event
- Issue a press release
- Issue a proclamation
- Participate in a media interview
- Other _____

List B. Activities that enhance access to vaccination services (including interventions directed at providers).

- Conduct an on-site clinic
- Support or promote accessible transportation
- Reduce out-of-pocket costs for vaccine (i.e. voucher program)
- Increase clinic hours
- Educate providers (i.e. grand rounds presentation)
- Conduct provider assessment and feedback
- Other: _____

For additional activities, see Section 2 for Improving Vaccine Access and Coverage

b. Suggested Activities:

- i. Evaluate the campaign in terms of target population reached by the communication activities (List A above), and improvements in access to vaccination (List B), or resultant improvements in immunization coverage levels (see section 2 above).
- ii. Conduct presentations, workshops, trainings and/or contribute articles to provider newsletters on immunization-related topics to health care providers and other organizations about pediatric, adolescent and adult immunization issues including, but not limited to, ACIP recommendations, best practices, new vaccines, vaccine storage and handling, vaccine safety, VAERS reporting, or vaccination documentation requirements.
- iii. Promote and/or implement activities supporting official national and/or statewide immunization campaigns (observances) such as Preteen Vaccine Week (PVW), National Infant Immunization Week/Toddler Immunization Month (NIIW/TIM), National Adult Immunization Awareness Week (NAIAW), National Immunization Awareness Month (NIAM), and National Influenza Vaccine Week (NIVW).
- iv. Conduct education and awareness activities targeted to parents and the general public promoting vaccine safety, efficacy and importance of recommended immunizations.

- v. Promote VFC Materials Store among VFC providers to order and share print materials to their staff and patients.
- vi. Provide and regularly maintain accurate website content and web links on vaccine preventable disease and immunizations representing pediatric, adolescent and adult issues and resources.

c. Performance Measures:

- i. Number of new immunization program staff completing training, and types of training completed.
- ii. Number of LHD immunization clinic staff completing training, and types of training completed.
- iii. Number and type of notifications sent to health care providers and other organizations.
- iv. Number and type of presentations/workshops/trainings provided.
- v. Number and type of children, adolescent, adult and/or influenza campaigns conducted. Describe immunization issue, audience and communication activities conducted. Describe concordant effort to increase access to immunization services.

d. Reporting Requirements:

- i. Report the number of new immunization program staff completing training, and types of training completed.
- ii. Report the number of LHD immunization clinic staff completing training, and types of training completed.
- iii. Report the number and type of notifications sent to health care providers and other organizations.
- iv. Report the number and type of presentations/workshops/trainings provided.
- v. Report the number and type of children, adolescent, adult and/or influenza campaigns conducted.

6) Prevention, Surveillance and Control of Vaccine Preventable Disease (VPD)

Objective 6.1: Assist with the prevention, surveillance and control of VPD within the jurisdiction.

a. Required Activities:

- i. Support the maintenance of an effective system for identification and reporting of suspect, probable and confirmed cases of VPDs following the guidelines set forth by Title 17.
- ii. For reporting from LHDs to CDPH, follow these requirements:
http://izcoordinators.org/web_assets/files/resources/ReportingGuidanceLHJs2016.docx
- iii. Support the investigation and follow-up of reported suspect, probable and confirmed VPDs following the guidelines set forth by CDC and the CDPH Immunization Branch. Quick sheets can be located at:
www.getimmunizedca.org.
- iv. Support investigation of infant pertussis cases. Inform LHD Maternal, Child and Adolescent program of each new infant case, and work together to contact the mother's prenatal care provider to determine barriers to prenatal Tdap vaccination. Follow up and assist the provider to meet the standard of

care including providing strong recommendations for Tdap and a strong referral for Tdap (if Tdap is not offered on-site). See the prenatal Tdap program letter which sets forth a standard of care:

<http://eziz.org/assets/docs/CDPH-DHCSletterPrenatalTdap.pdf>

- v. Work collaboratively with LHD Communicable Disease Control staff and the CDPH Immunization Branch to address VPD outbreaks within the jurisdiction including: securing vaccine and assisting with the organization and implementation of efforts to vaccinate susceptible individuals; developing and disseminating messages to inform the public of the outbreak, prevention and availability of vaccine; organizing outreach events as needed; performing vaccine accountability and management; and reporting vaccine utilization.
- vi. For outbreak control activities, work with field representative and follow CDPH approval process for using 317 vaccines. Vaccine should only be administered for outbreak purposes if prior approval is given by CDPH.
- vii. For outbreak investigations that are multijurisdictional, ensure information on cases and exposed contacts is obtained in a timely matter and information on cases or contacts who reside in other jurisdictions is promptly provided to CDPH to provide to affected jurisdictions.

b. Performance Measures:

- i. Percentage of cases reported and followed up according to established timelines.

c. Reporting Requirements:

- i. Report on activities conducted as part of VPD outbreak control.
- ii. Report cases and suspected cases of VPDs to CDPH according to: http://izcoordinators.org/web_assets/files/resources/ReportingGuidanceLHJs2016.docx

7) Assess and Improve Compliance with Childcare and School Immunization Entry Requirements

Objective 7.1: Assist the CDPH Immunization Branch with assessing and improving compliance with Child Care and School Immunization Entry Requirements according to CDPH Immunization Branch guidelines and instructions.

a. Required Activities:

- i. In coordination with the CDPH Immunization Branch, provide guidance and encourage compliance with existing school and child care entry requirements and regulations by all child care centers and schools within the jurisdiction. The *Annual School Immunization Assessment Reporting and Follow-Up Policy* details LHD responsibilities (www.izcoordinators.org).
- ii. Promote child-care and school immunization entry requirements by conducting trainings and/or providing technical assistance for staff of child-care centers and schools, especially those reporting low rates of students with all required immunizations or demonstrating identified gaps or areas of improvement meeting immunization requirements, e.g., those schools with conditional entrant rates of 25% or greater.

- iii. Based on lists provided by the CDPH Immunization Branch, follow-up with childcare and school sites that do not complete the electronic Fall Assessment.
 - iv. As requested, conduct selective review site visits to a sample of child care centers, kindergartens, and/or seventh-grade schools (cohort will rotate annually) identified by the CDPH Immunization Branch including interviewing staff, reviewing randomly selected student records, providing guidance regarding noncompliant students, and completing and submitting requested documentation.
- b. Suggested Activities:**
- i. Assist the schools in following up on conditional entrants until the students are brought up to date.
 - ii. Provide guidance, including site visits as necessary, to address issues identified in schools grades pre-K through 12th.
- c. Performance Measures:**
- i. Percentage of school and child care sites in the jurisdiction which have completed the annual immunization assessment.
 - ii. Percentage of conditional entrants into kindergartens.
 - iii. Percentage of children with all required immunizations.
- d. Reporting Requirements:**
- i. Numbers of schools with whom the LHD worked to lower the proportions of conditional entrants or raise the proportions of students with all required immunizations.
 - ii. Percentage of late responders that submitted paperwork.
 - iii. Number of schools visited.

8) Improve and Maintain Preparedness for an Influenza Pandemic

Objective 8.1: Work with new and existing partners to increase demand for (and capacity to provide) seasonal influenza vaccine.

- a. Required Activities:**
- i. Utilize IZB-supplied influenza vaccine in accordance with State Influenza eligibility guidelines; promote and support the use of the vaccine throughout the jurisdiction by LHD facilities, community partners, or mass vaccination clinics.
 - ii. Operate or support mass influenza clinics that include immunization of school-aged children.
 - iii. Assist partners in using CAIR for submitting and viewing information on seasonal flu vaccine doses administered. Refer to 3.1.a.ii. regarding mandate to enter IZB-supplied flu vaccine doses into CAIR.
- b. Suggested Activities:**
- i. Utilize IZB-supplied 317 vaccines to support a mass immunization exercise, in conjunction with preparedness partners.

- ii. Support efforts of FQHCs, public hospital outpatient clinics, and other health facilities that serve uninsured adults and routinely assess their influenza vaccine coverage data. Support these partners in improving their flu vaccine performance measures, using approaches such as expanded clinic hours, pre-booking state funded flu vaccine, and using CAIR or their EHRs for reminder/recall for patients at high risk for influenza complications.
 - iii. Work with long-term care facilities to assess and improve flu immunization coverage levels of staff and residents, especially those that reported outbreaks in the prior flu season.
 - iv. Work with prenatal care providers in the LHJ to ensure they stock flu vaccine (or make strong referrals to accessible other sites, such as pharmacies), assess the flu vaccination coverage of their pregnant patients, and make any needed improvements.
 - v. Assist the IZB in follow up of VFC providers with inadequate flu vaccine ordering to cover their estimated patients' needs.
 - vi. Work with jail medical providers to expand and support flu vaccination efforts of inmates.
 - vii. Ensure flu vaccination messages are communicated via other organizations that reach persons at high risk of flu complications, such as WIC for pregnant women.
 - viii. Work with healthcare facilities such as hospitals and clinics to improve influenza coverage of healthcare personnel.
- c. Performance Measures:**
- i. Number of individuals vaccinated for influenza.
 - ii. Number of mass vaccination exercises completed. _____
- d. Reporting Requirements:**
- i. Number of influenza immunizations provided with state-funded vaccines and any administration fees or costs to patients.
 - ii. Upon request throughout and after the influenza season, the number of doses of influenza administered, age groups of recipients, clinic settings for mass influenza clinics, and doses remaining in inventory.

Glossary of Acronyms

| Abbreviation or term | Definition |
|-----------------------------|--|
| 317 vaccine | Vaccine provided to LHD clinics and partners for uninsured adults and for outbreak purposes. |
| ACIP | Advisory Committee on Immunization Practices |
| AFIX | Assessment, Feedback, Incentive, eXchange |
| CAIR | California Immunization Registry |
| CDPH | California Department of Public Health |
| EHR | Electronic Health Record |
| HBsAg | Hepatitis B Surface Antigen |
| HBV | Hepatitis B Vaccine |
| HDAS | Health Department Authorized Sites |
| IZB | Immunization Branch (of CDPH) |
| IZB-supplied vaccine | Vaccine ordered through the CDPH Immunization Branch and supplied to LHD clinics or partners using state or federal (VFC and 317) funding sources. |
| LHD | Local Health Department |
| LHJ | Local Health Jurisdiction |
| PEP | Post Exposure Prophylaxis |
| VFC | Vaccines for Children Program |
| VPDs | Vaccine-Preventable Disease(s) |
| WIC | Women, Infants, and Children |

**CDPH Immunization Branch
 Funding Application for Immunization Branch Subvention Grant Funds**

Exhibit B - Budget

| | Budget (Year 1) 07/01/2017 to 06/30/2018 | Budget (Year 2) 07/01/2018 to 06/30/2019 | Budget (Year 3) 07/01/2019 to 06/30/2020 | Budget (Year 4) 07/01/2020 to 06/30/2021 | Budget (Year 5) 07/01/2021 to 06/30/2022 |
|--------------------------|---|---|---|---|---|
| I. City of Long Beach | \$ 234,163 | \$ 234,163 | \$ 234,163 | \$ 234,163 | \$ 234,163 |
| II. (Subgrantee, if any) | \$ - | \$ - | \$ - | \$ - | \$ - |
| Total | \$ 234,163.00 | \$ 234,163.00 | \$ 234,163.00 | \$ 234,163.00 | \$ 234,163.00 |

*Year 1 Budget, FY 2017-18 is 100% Prevention and Public Health Funds (PPHF) Funded

**Program will provide funding source as it becomes available for the subsequent fiscal years.

| | |
|---------------------------------------|---------------------|
| Total Funding for 5-Year Term: | \$ 1,170,815 |
|---------------------------------------|---------------------|

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9)
BYD: 204 (Rev. 6/06)_CDPH

| | | | |
|--|--|---|---|
| 1 | <p>INSTRUCTIONS: Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement.</p> <p>NOTE: Governmental entities, federal, state, and local (including school districts), are not required to submit this form.</p> | | |
| 2 | <p>PAYEE'S LEGAL BUSINESS NAME (Type or Print) City of Long Beach</p> | | |
| | <p>SOLE PROPRIETOR—ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)</p> | <p>E-MAIL ADDRESS Nerissa Moljca@longbeach.gov</p> | |
| | <p>MAILING ADDRESS 2625 Grand Avenue, Suite 280</p> | <p>BUSINESS ADDRESS Same as mailing address</p> | |
| | <p>CITY, STATE, ZIP CODE Long Beach, CA 90815</p> | <p>CITY, STATE, ZIP CODE</p> | |
| 3 | <p>ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN) XXXXXXXXXX</p> | | <p>NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.</p> |
| <p>PAYEE ENTITY TYPE</p> <p>CHECK ONE BOX ONLY</p> | <p>CORPORATION:</p> <p><input type="checkbox"/> PARTNERSHIP</p> <p><input type="checkbox"/> MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.)</p> <p><input type="checkbox"/> ESTATE OR TRUST</p> <p><input type="checkbox"/> LEGAL (e.g., attorney services)</p> <p><input checked="" type="checkbox"/> EXEMPT (nonprofit)</p> <p><input type="checkbox"/> ALL OTHERS</p> | | |
| | <p><input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR</p> <p>ENTER SOCIAL SECURITY NUMBER: </p> <p style="text-align: center; font-size: small;">(SSN required by authority of California Revenue and Tax Code Section 18646)</p> | | |
| 4 | <p>PAYEE RESIDENCY TYPE</p> <p><input type="checkbox"/> California resident—qualified to do business in California or maintains a permanent place of business in California.</p> <p><input type="checkbox"/> California nonresident (see reverse side)—Payments to nonresidents for services may be subject to State income tax withholding.</p> <p style="margin-left: 40px;"><input type="checkbox"/> No services performed in California.</p> <p style="margin-left: 40px;"><input type="checkbox"/> Copy of Franchise Tax Board waiver of State withholding attached.</p> | | |
| 5 | <p>I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State agency below.</p> | | |
| | <p>AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print) Nerissa Moljca</p> | | <p>TITLE Financial Services Officer</p> |
| | <p>SIGNATURE: </p> | | <p>DATE 5/18/17</p> |
| | | | <p>TELEPHONE (562) 570-4088</p> |
| 6 | <p>Please return completed form to:</p> <p>Department/Office: California Department of Public Health</p> <p>Unit/Section: Immunization Branch</p> <p>Mailing Address: 850 Marina Bay Parkway, Bldg. P, 2nd Floor</p> <p>City/State/ZIP: Richmond, CA 94804</p> <p>Telephone: (510) 620-3737 FAX: (510) 620-3774</p> | | |

E-Mail Address:

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. Upon completion of project activities as provided in Exhibit A Grant Application, and upon receipt and approval of the invoices, the State agrees to reimburse the Grantee for activities performed and expenditures incurred in accordance with the costs specified herein.
- B. Invoices shall include the Grant Number and shall be submitted in triplicate not more frequently than quarterly in arrears to:

Robina Escalada
California Department of Public Health
Immunization Branch
850 Marina Bay Pkwy., Bldg. P, 2nd Floor
Richmond, CA 94804

C. Invoices shall:

- 1) Be prepared on Grantee letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent activities performed and are in accordance with Exhibit A Grant Application under this Grant.
- 2) Bear the Grantee's name as shown on the Grant.
- 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 Grant. Subject to the terms of this Grant, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable and approved by CDPH.

2. Budget Contingency Clause

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

3. Prompt Payment Clause

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

Exhibit B
Budget Detail and Payment Provisions

4. Amounts Payable

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

- 1) \$234,163 for the budget period of 07/01/2017 through 06/30/2018.
- 2) \$234,163 for the budget period of 07/01/2018 through 06/30/2019.
- 3) \$234,163 for the budget period of 07/01/2019 through 06/30/2020.
- 4) \$234,163 for the budget period of 07/01/2020 through 06/30/2021.
- 5) \$234,163 for the budget period of 07/01/2021 through 06/30/2022.

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

5. Timely Submission of Final Invoice

A. A final undisputed invoice shall be submitted for payment no more than sixty (60) calendar days following the expiration or termination date of this Grant, unless a later or alternate deadline is agreed to in writing by the program grant manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this Grant 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 Grantee fails to obtain prior written State approval of an alternate final invoice submission deadline.

6. Travel and Per Diem Reimbursement

Any reimbursement for necessary travel and per diem shall be at the rates currently in effect as established by the California Department of Human Resources (CalHR).

EXHIBIT C

STANDARD GRANT CONDITIONS

1. **APPROVAL:** This Grant is of no force or effect until signed by both parties and approved by the Department of General Services, if required. The Grantee may not commence performance until such approval has been obtained
2. **AMENDMENT:** No amendment or variation of the terms of this Grant shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or Agreement not incorporated in the Grant is binding on any of the parties. In no case shall the Department materially alter the scope of the Project set forth in Exhibit A.
3. **ASSIGNMENT:** This Grant is not assignable by the Grantee, either in whole or in part, without the written consent of the Grant Manager in the form of a written amendment to the Grant.
4. **AUDIT:** Grantee agrees that the Department, 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 this Grant. Grantee agrees to maintain such records for a possible audit for a minimum of three (3) years after final payment or completion of the project funded with this Grant, unless a longer period of records retention is stipulated. Grantee 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, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to the project.
5. **CONFLICT OF INTEREST:** Grantee certifies that it is in compliance with all applicable state and/or federal conflict of interest laws.
6. **INDEMNIFICATION:** Grantee 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 project, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of any activities related to the Project.
7. **FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of all grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of any applicable state or federal law, or the provisions of this Grant. Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.

8. **GOVERNING LAW:** This Grant is governed by and shall be interpreted in accordance with the laws of the State of California.
9. **INCOME RESTRICTIONS:** Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Grant shall be paid by the Grantee to the Department, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the Department under this Grant.
10. **INDEPENDENT CONTRACTOR:** Grantee, and its agents and employees of Grantee, in the performance of the Project, shall act in an independent capacity and not as officers, employees or agents of the Department.
11. **MEDIA EVENTS:** Grantee shall notify the Department's Grant Manager in writing at least twenty (20) working days before any public or media event publicizing the accomplishments and/or results of the Project and provide the opportunity for attendance and participation by Department's representatives.
12. **NO THIRD-PARTY RIGHTS:** The Department and Grantee do not intend to create any rights or remedies for any third- party as a beneficiary of this Grant or the project.
13. **NOTICE:** Grantee shall promptly notify the Department's Grant Manager in writing of any events, developments or changes that could affect the completion of the project or the budget approved for this Grant.
14. **PROFESSIONALS:** Grantee agrees that only licensed professionals will be used to perform services under this Grant where such services are called for.
15. **RECORDS:** Grantee certifies that it will maintain Project accounts in accordance with generally accepted accounting principles. Grantee further certifies that it will comply with the following conditions for a grant award as set forth in the Request for Applications (Exhibit D) and the Grant Application (Exhibit A).
 - A. Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
 - B. Establish separate accounts which will adequately and accurately depict all amounts received and expended on this Project, including all grant funds received under this Grant;
 - C. Establish separate accounts which will adequately depict all income received which is attributable to the Project, especially including any income attributable to grant funds disbursed under this Grant;
 - D. Establish an accounting system which will adequately depict final total costs of the Project, including both direct and indirect costs; and,
 - E. Establish such accounts and maintain such records as may be necessary for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations.

- 16. RELATED LITIGATION:** Under no circumstances may Grantee use funds from any disbursement under this Grant to pay for costs associated with any litigation between the Grantee and the Department.
- 17. RIGHTS IN DATA:** Grantee and the Department agree that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work submitted under Exhibit A in the performance of the Project funded by this Grant shall be in the public domain. Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Project, subject to appropriate acknowledgment of credit to the Department for financial support. Grantee shall not utilize the materials submitted to the Department (except data) for any profit making venture or sell or grant rights to a third-party who intends to do so. The Department has the right to use submitted data for all governmental purposes.
- 18. VENUE:** The Department and Grantee agree that any action arising out of this Grant shall be filed and maintained in the Superior Court, California. Grantee waives any existing sovereign immunity for the purposes of this Grant, if applicable.
- 19. STATE-FUNDED RESEARCH GRANTS:**
- A. Grantee shall provide for free public access to any publication of a department-funded invention or department-funded technology. Grantee further agrees to all terms and conditions required by the California Taxpayer Access to Publicly Funded Research Act (Chapter 2.5 (commencing with Section 13989) of Part 4.5 of Division 3 of Title 2 of the Government Code).
 - B. As a condition of receiving the research grant, Grantee agrees to the following terms and conditions which are set forth in Government Code section 13989.6 ("Section 13989.6"):
 - 1) Grantee is responsible for ensuring that any publishing or copyright agreements concerning submitted manuscripts fully comply with Section 13989.6.
 - 2) Grantees shall report to the Department the final disposition of the research grant, including, but not limited to, if it was published, when it was published, where it was published, when the 12-month time period expires, and where the manuscript will be available for open access.
 - 3) For a manuscript that is accepted for publication in a peer-reviewed journal, the Grantee shall ensure that an electronic version of the peer-reviewed manuscript is available to the department and on an appropriate publicly accessible database approved by the Department, including, but not limited to, the University of California's eScholarship Repository at the California Digital Library, PubMed Central, or the California Digital Open Source Library, to be made publicly available not later than 12 months after the official date of publication. Manuscripts submitted to the California Digital Open Source Library shall be exempt from the requirements in subdivision (b) of Section 66408 of the Education Code. Grantee shall make reasonable efforts to comply with this requirement by ensuring that their manuscript is accessible on an

approved publicly accessible database, and notifying the Department that the manuscript is available on a department-approved database. If Grantee is unable to ensure that their manuscript is accessible on an approved publicly accessible database, Grantee may comply by providing the manuscript to the Department not later than 12 months after the official date of publication.

- 4) For publications other than those described in paragraph B.3 above,, including meeting abstracts, Grantee shall comply by providing the manuscript to the Department not later than 12 months after the official date of publication.
- 5) Grantee is authorized to use grant money for publication costs, including fees charged by a publisher for color and page charges, or fees for digital distribution.

EXHIBIT D

REQUEST FOR APPLICATION #17-10072



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



KAREN L. SMITH, MD, MPH
Director and State Health Officer

EDMUND G. BROWN JR.
Governor

DATE: April 24, 2017

TO: Local Health Officers
Immunization Coordinators
Receiving Immunization Program Local Assistance Grants

FROM: Maria E. Volk, MPA, Assistant Branch Chief
Immunization Branch

SUBJECT: Request for Application
Immunization Local Assistance Grant Funds, Fiscal Year 2017-2022

GRANT AGREEMENT FUNDING ANNOUNCEMENT/RELEASE

The California Department of Public Health (CDPH), Immunization Branch, is pleased to release the Federal Grant subaward application process to Local Health Department (LHD) grantees for FY 2017-22. CDPH has authority to grant funds for the Project under Health and Safety Code, Section 120325-120380, which requires immunizations against childhood diseases prior to school admittance. The purpose of this grant is to assist LHDs in preventing and controlling vaccine-preventable diseases in the local health jurisdiction (LHJ).

RELATED STATUTES

California Health & Safety Code sections:

- 120130 requires the Local Health Officer to properly report to CDPH those diseases listed as reportable, which include vaccine-preventable diseases.
- 120175 requires the Local Health Officer to take measures as may be necessary to prevent the spread or occurrence of additional cases of reportable diseases (which includes reportable vaccine-preventable diseases).
- 120350 requires Local Health Officers to organize and maintain a program to make available the immunizations required for admittance to child care facilities and schools.

SERVICES TO BE PERFORMED BY THE GRANTEE

The Grantee is to implement activities to:

- Assess and improve coverage levels in the jurisdiction of all vaccines recommended by the Advisory Committee on Immunization Practices (ACIP) to protect the population.
- Detect, report, and control vaccine-preventable diseases in the jurisdiction.

OVERVIEW, GRANT TERMS, AND FUNDING

This letter provides an overview of the allocation of funding application process. The Immunization Branch has been awarded a Federal Grant through the Centers of Disease Control and Prevention (CDC). As in past years, your State Immunization Branch Field Representative will discuss the contractual dollar amount available to your Department for FY 2017-22. In addition,

your representative is available for assistance and consultation regarding any programmatic issues included in the grant and preparation of your proposed budget. For your reference, a copy of the Allowable/Non-Allowable Uses of 317 and Vaccines for Children (VFC) Federal Assistance (FA) Operations Funds are enclosed.

This year CDPH will be initiating local assistance grants with a five-year term. The award figure for each fiscal year within the five-year term is the same. Similar to prior years, the availability of federal local assistance grant funds is dependent upon funds received from CDC and, at CDPH's discretion, we may award additional funding if it becomes available. Should funding be reduced, we will promptly notify you of such changes, collaborate efforts and revise the budget to match available funds.

IMMUNIZATION BRANCH FEDERAL AWARD

Federal Grant Award No.: 5 NH23IP000717-05-00

Award Issue Date: 02/24/2017

Catalog of Federal Domestic Assistance (CFDA) Title: Immunization Cooperative Agreements

Catalog of Federal Domestic Assistance (CFDA) No.: 93.268

Data Universal Numbering Systems (DUNS) No.: 7991506150000

Total Federal Award to Date: \$38,866,993

Amount Made Available for Local Assistance Subrecipient Awards: \$17,100,000

Year 1 Budget, FY 2017-18: 100% Prevention and Public Health Funds (PPHF)

LHDs ELIGIBLE FOR LOCAL ASSISTANCE:

The Immunization Branch has determined that the following 60 LHDs are eligible to apply for available funding for Local Immunization Program which supports the State's objectives to control vaccine-preventable diseases.

County of Alameda
County of Alpine
County of Amador
City of Berkeley
County of Butte
County of Calaveras
County of Colusa
County of Contra Costa
County of Del Norte
County of El Dorado
County of Fresno
County of Glenn
County of Humboldt
County of Imperial
County of Inyo
County of Kern
County of Kings
County of Lake
County of Lassen
City of Long Beach

County of Los Angeles
County of Madera
County of Marin
County of Mariposa
County of Mendocino
County of Merced
County of Mono
County of Monterey
County of Napa
County of Nevada
County of Orange
City of Pasadena
County of Placer
County of Plumas
County of Riverside
County of Sacramento
County of San Benito
County of San Bernardino
County of San Diego
City & County of San Francisco

County of San Joaquin
County of San Luis Obispo
County of San Mateo
County of Santa Barbara
County of Santa Clara
County of Santa Cruz
County of Shasta
County of Sierra
County of Siskiyou
County of Solano
County of Sonoma
County of Stanislaus
County of Sutter
County of Tehama
County of Trinity
County of Tulare
County of Tuolumne
County of Ventura
County of Yolo
County of Yuba

Local Health Officers
Immunization Coordinators
Receiving Immunization Program Local Assistance Grants
April 24, 2017
Page 3 of 3

APPLICATION PROCEDURES AND DEADLINES:

Application must be submitted and received via email by the CDPH Immunization Branch by 5:00 p.m., (Pacific Standard Time), May 15, 2017. Email your application to: izb.admin@cdph.ca.gov, telephone number (510) 620-3737. A completed application must include the following:

- Form 1: Application Cover Sheet/Checklist
- Form 2: Grantee Information Form
- Form 3: Local Project Synopsis
- Form 4: CDPH Immunization Branch Scope of Work for Local Health Departments
- Form 5: Exhibit B – Budget
- Form 6: Payee Data Record

GRANT AWARD APPEALS PROCEDURES

An applicant who has submitted an application and was not funded may file an appeal with CDPH Immunization Branch. Appeals must state the reason, law, rule, regulation, or practice that the applicant believes has been improperly applied in regard to the evaluation or selection process. There is no dispute process for applications that are submitted late or are incomplete. Appeals shall be limited to the following grounds:

- a) The CDPH Immunization Branch failed to correctly apply the application review process, the format requirements or evaluating the applications as specified in the RFA.
- b) The CDPH Immunization Branch failed to follow the methods for evaluating and scoring the applications as specified in the RFA.

Appeals must be sent by email to Noemi.Marin@cdph.ca.gov and received within five (5) business days from the date you received notification that your grant application was denied. The CDPH Immunization Branch Chief, or her designee, will then come to a decision based on the written appeal letter. The decision of the CDPH Immunization Branch Chief, or her designee, shall be the final remedy. Appellants will be notified by email with 15 days of the consideration of the written appeal letter. CDPH Immunization Branch reserves the right to award the agreement when it believes all appeals have been resolved, withdrawn, or responded to the satisfaction of the CDPH Immunization Branch.

Thank you.

Enclosures: Allowable/Non-Allowable Uses of 317 and Vaccines for Children (VFC) Federal Assistance (FA) Operations Funds
Federal Compliance Requirements of the Immunization Grant No. 5 NH23IP000717-05-00

cc: Perinatal Hepatitis B Coordinators
State Immunization Branch Field Representatives
Ruby Escalada, CDPH, Immunization Branch
Noemi Marin, CDPH, Immunization Branch
Rossana Ordonez, CDPH, Immunization Branch
Roland Rafol, CDPH, Immunization Branch

**Allowable Uses of
317 and Vaccines for Children (VFC) Federal Assistance (FA) Operations Funds**

The Centers for Disease Control and Prevention (CDC) developed the following table to assist states and their sub-recipients in preparing budgets that are in compliance with federal grants policies and CDC award requirements. The table was developed using a combination of OMB Circular A-87, PHS Grants Policy Statement 9505, and POB-identified program priorities.

| Object Class Category/Expenses | Allowable with 317 operations funds |
|---|-------------------------------------|
| Personnel | |
| Salary/wages | X |
| Fringe | |
| Compensation/fringe benefits | X |
| Travel | |
| State/Local/Regional conference travel expenses | X |
| Local meetings/conferences (Ad hoc) (excluding meals) | X |
| In-state travel costs | X |
| Out of state travel costs (e.g. NIC, Hep B Coordinator's Meeting, Program Managers/PHA Meeting, ACIP meetings, AFIX and VFC trainings, Program Managers Orientation, and other CDC-sponsored immunization program meetings) | X |
| VFC-only site visits | X |
| AFIX-only site visits | X |
| Combined (AFIX & VFC site visits) | X |
| Perinatal hospital record reviews | X |
| Equipment* | |
| Fax machines for vaccine ordering | X |
| Vaccine storage equipment for VFC vaccine | X |
| Copy machines | X |
| *Equipment: an article of tangible nonexpendable personal property having useful life of more than one year and an acquisition cost of \$5,000 or more per unit. | |

**Allowable Uses of
317 and Vaccines for Children (VFC) Federal Assistance (FA) Operations Funds**

| | |
|---|---|
| Supplies | |
| Vaccine administration supplies (including, but not limited to, nasal pharyngeal swabs, syringes for emergency vaccination clinics) | X |
| Office supplies-computers, general office (pens, paper, paper clips, etc.), ink cartridges, calculators | X |
| Personal computers/Laptops/Tablets | X |
| Pink Books, Red Books, Yellow Books | X |
| Printers | X |
| Laboratory supplies (influenza cultures and PCRs, cultures and molecular, lab media serotyping) | X |
| Digital data logger with valid certificate of calibration/validation/testing report | X |
| Vaccine shipping supplies (storage containers, ice packs, bubble wrap, etc.) | X |
| Contractual | |
| State/Local conferences expenses (conference site, materials printing, hotel accommodations expenses, speaker fees). Food is not allowable. | X |
| Regional/Local meetings | X |
| General contractual services (e.g., IAPs, local health departments, contractual staff, advisory committee media, provider trainings) | X |
| GSA Contractual services | X |
| Other IIS contractual agreements (support, enhancement, upgrades) | X |
| FA | |
| Non-CDC Contract vaccines | X |
| Indirect | |
| Indirect costs | X |
| Miscellaneous | |
| Accounting services | X |
| Advertising (restricted to recruitment of staff or trainees, procurement of goods and services, disposal of scrap or surplus materials) | X |
| Audit Fees | X |
| BRFSS Survey | X |
| Committee meetings (room rental, equipment rental, etc.) | X |

**Allowable Uses of
317 and Vaccine for Children (VFC) Federal Assistance (FA) Operations Funds**

| | |
|---|---|
| Communication (electronic/computer transmittal, messenger, postage, local and long distance telephone) | X |
| Consumer information activities | X |
| Consumer/provider board participation (travel reimbursement) | X |
| Data processing | X |
| Laboratory services (tests conducted for immunization programs) | X |
| Local service delivery activities | X |
| Maintenance operation/repairs | X |
| Malpractice insurance for volunteers | X |
| Memberships/subscriptions | X |
| NIS Oversampling | X |
| Pagers/cell phones | X |
| Printing of vaccine accountability forms | X |
| Professional service costs directly related to immunization activities (limited term staff), Attorney General Office services | X |
| Public relations | X |
| Publication/printing costs (all other immunization related publication and printing expenses) | X |
| Rent (requires explanation of why these costs are not included in the indirect cost rate agreement or cost allocation plan) | X |
| Shipping (other than vaccine) | X |
| Shipping (vaccine) | X |
| Software license/Renewals (ORACLE, etc.) | X |
| Stipend Reimbursements | X |
| Toll-free phone lines for vaccine ordering | X |
| Training costs -- Statewide, staff, providers | X |
| Translations (translating materials) | X |
| Vehicle lease (restricted to awardees with policies that prohibit local travel reimbursement) | X |
| VFC enrollment materials | X |
| VFC provider feedback surveys | X |
| VIS camera-ready copies | X |

**Non-Allowable Uses of
 317 and Vaccines for Children (VFC) Federal Assistance (FA) Operations Funds**

| Expense | NOT allowable with federal immunization funds |
|--|---|
| Honoraria | X |
| Advertising costs (e.g., conventions, displays, exhibits, meetings, memorabilia, gifts, souvenirs) | X |
| Alcoholic beverages | X |
| Building purchases, construction, capital improvements | X |
| Land purchases | X |
| Legislative/lobbying activities | X |
| Bonding | X |
| Depreciation on use charges | X |
| Research | X |
| Fundraising | X |
| Interest on loans for the acquisition and/or modernization of an existing building | X |
| Clinical care (non-immunization services) | X |
| Entertainment | X |
| Payment of bad debt | X |
| Dry cleaning | X |
| Vehicle Purchase | X |
| Promotional Materials (e.g., plaques, clothing and commemorative items such as pens, mugs/cups, | X |
| Purchase of food (unless part of required travel per diem costs) | X |

Other restrictions which must be taken into account while writing the budget:

Funds may be spent only for activities and personnel costs that are directly related to the Immunization Agreement. Funding requests not directly related to immunization activities are outside the scope of this cooperative agreement program and will not be funded.

AWARD ATTACHMENTS

CALIFORNIA DEPARTMENT OF PUBLIC HEALTH

5 NH23IP000717-05-00

1. Terms and Conditions— California - IP000717-05

Funding Opportunity Announcement (FOA) Number: CDC-RFA-IP13-130105CONTPPHF17 Award Number: Non-PPHF - 5H23IP000717-05

Award Type: Cooperative Agreement

National Center for Immunization and Respiratory Diseases (NCIRD)

Applicable Cost Principles: 45 CFR Part 75, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards

FUNDING RESTRICTIONS AND LIMITATIONS

Cost Limitations as Stated in the Consolidated Appropriations Act, and Further Continuing and Security Assistance Appropriations Act, 2017 (Items A through E)

A. Cap on Salaries (Division H, Title II, General Provisions, Sec. 202): None of the funds appropriated in this title shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II.

Notes: The salary rate limitation does not restrict the salary that an organization may pay an individual working under an HHS contract or order; it merely limits the portion of that salary that may be paid with Federal funds.

B. Gun Control Prohibition (Div. H, Title II, Sec. 210): None of the funds made available in this title may be used, in whole or in part, to advocate or promote gun control.

C. Lobbying Restrictions (Div. H, Title V, Sec. 503):

- 503(a): No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation of the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
- 503 (b): No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than normal and recognized executive legislative relationships or participation by an agency or officer of an State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- 503(c): The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

For additional information, see Additional Requirement 12 at <http://www.cdc.gov/grants/additionalrequirements/index.html> and Anti Lobbying Restrictions for CDC

Grantees at http://www.cdc.gov/grants/documents/Anti-Lobbying_Restrictions_for_CDC_Grantees_July_2012.pdf

D. Needle Exchange (Div. H, Title V, Sec. 520): Notwithstanding any other provision of this Act, no funds appropriated in this Act shall be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

E. Blocking access to pornography (Div. H, Title V, Sec. 521): (a) None of the funds made available in this Act may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography; (b) Nothing in subsection (a) shall limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

REPORTING REQUIREMENTS

Audit Requirement: Domestic Organizations: An organization that expends \$750,000 or more in a fiscal year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of 45 CFR Part 75. The audit period is an organization's fiscal year. The audit must be completed along with a data collection form (SF-SAC), and the reporting package shall be submitted within the earlier of 30 days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. The audit report must be sent to:

Federal Audit Clearing House Internet Data Entry System **Electronic Submission:**
[https://harvester.census.gov/facides/\(S\(0vkw1zaelvzjlbnaqca5i0\)\)/account/login.aspx](https://harvester.census.gov/facides/(S(0vkw1zaelvzjlbnaqca5i0))/account/login.aspx)

AND

Office of Grants Services, Financial Assessment and Audit Resolution Unit
Electronic Copy to: OGS.Audit.Resolution@cdc.gov

Audit requirements for Subrecipients to whom 45 CFR 75 Subpart F applies: The grantee must ensure that the subrecipients receiving CDC funds also meet these requirements. The grantee must also ensure to take appropriate corrective action within six months after receipt of the subrecipient audit report in instances of non-compliance with applicable Federal law and regulations (45 CFR 75 Subpart F and HHS Grants Policy Statement). The grantee may consider whether subrecipient audits necessitate adjustment of the grantee's own accounting records. If a subrecipient is not required to have a program-specific audit, the grantee is still required to perform adequate monitoring of subrecipient activities. The grantee shall require each subrecipient to permit the independent auditor access to the subrecipient's records and financial statements. The grantee must include this requirement in all subrecipient contracts.

Federal Funding Accountability and Transparency Act (FFATA): In accordance with 2 CFR Chapter 1, Part 170 Reporting Sub-Award And Executive Compensation Information, Prime Awardees awarded a federal grant are required to file a FFATA sub-award report by the end of the month following the month in which the prime awardee awards any sub-grant equal to or greater than \$25,000.

Pursuant to 45 CFR Part 75, §75.502, a grant sub-award includes the provision of any commodities (food and non-food) to the sub-recipient where the sub-recipient is required to abide by terms and conditions regarding the use or future administration of those goods. If the sub-awardee merely consumes or utilizes the goods, the commodities are not in and of themselves considered sub-awards.

2 CFR Part 170: http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr170_main_02.tpl

FFATA: www.fars.gov

Reporting of First-Tier Sub-awards

Applicability: Unless you are exempt (gross income from all sources reported in last tax return is under \$300,000), you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a sub-award to an entity.

Reporting: Report each obligating action of this award term to www.fers.gov. For sub-award information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010). You must report the information about each obligating action that the submission instructions posted at www.fers.gov specify.

Total Compensation of Recipient Executives: You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if:

- The total Federal funding authorized to date under this award is \$25,000 or more;
- In the preceding fiscal year, you received—
 - 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR Part 170.320 (and sub-awards); and
 - \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR Part 170.320 (and sub-awards); and
 - The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. Part 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm?explorer.event=true>).

Report executive total compensation as part of your registration profile at <http://www.sem.gov>. Reports should be made at the end of the month following the month in which this award is made and annually thereafter.

Total Compensation of Sub-recipient Executives: Unless you are exempt (gross income from all sources reported in last tax return is under \$300,000), for each first-tier sub-recipient under this award, you must report the names and total compensation of each of the sub-recipient's five most highly compensated executives for the sub-recipient's preceding completed fiscal year, if:

- In the sub-recipient's preceding fiscal year, the sub-recipient received—
 - 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR Part 170.320 (and sub-awards); and
 - \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and sub-awards); and
 - The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. Part 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>).

You must report sub-recipient executive total compensation to the grantee by the end of the month following the month during which you make the sub-award. For example, if a sub-award is obligated on any date during the month of October of a given year (i.e., between October 1st and 31st), you must report any required compensation information of the sub-recipient by November 30th of that year.

Definitions:

- Entity means all of the following, as defined in 2 CFR Part 25 (Appendix A, Paragraph(C)(3)):
 - Governmental organization, which is a State, local government, or Indian tribe;
 - Foreign public entity;
 - Domestic or foreign non-profit organization;
 - Domestic or foreign for-profit organization;
 - Federal agency, but only as a sub-recipient under an award or sub-award to a non-Federal entity.
- Executive means officers, managing partners, or any other employees in management positions.
- Sub-award: a legal instrument to provide support to an eligible sub-recipient for the performance of any portion of the substantive project or program for which the grantee received this award. The term does not include the grantees procurement of property and services needed to carry out the project or program (for further explanation, see 45 CFR Part 75). A sub-award may be provided through any legal agreement, including an agreement that the grantee or a sub-recipient considers a contract.
- Sub-recipient means an entity that receives a sub-award from you (the grantee) under this award; and is accountable to the grantee for the use of the Federal funds provided by the sub-award.
- Total compensation means the cash and non-cash dollar value earned by the executive during the grantee's or sub-recipient's preceding fiscal year and includes the following (for more information see 17 CFR Part 229.402(c)(2)):
 - Salary and bonus
 - Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - Above-market earnings on deferred compensation which is not tax-qualified.
 - Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

Prevention Fund Reporting Requirements: This award requires the grantee to complete projects or activities which are funded under the Prevention and Public Health Fund (PPHF) (Section 4002 of Public Law 111-148) and to report on use of PPHF funds provided through this award. Information from these reports will be made available to the public.

Grantees awarded a grant, cooperative agreement, or contract from such funds with a value of \$25,000 or more shall produce reports on a semi-annual basis with a reporting cycle of January 1 - June 30 and July 1 - December 31; and email such reports to the CDC website (template and point of contact to be provided after award) no later than 20 calendar days after the end of each reporting period (i.e. July 20 and January 20, respectively). Grantee reports must reference the NoA number and title of the grant, and include a summary of the activities undertaken and identify any sub-awards (including the purpose of the award and the identity of each sub-recipient).

Responsibilities for Informing Sub-recipients: Grantees agree to separately identify each sub-recipient, document the execution date sub-award, date(s) of the disbursement of funds, the Federal award number, any special CFDA number assigned for PPHF fund purposes, and the amount of PPHF funds. When a grantee

awards PPHF funds for an existing program, the information furnished to sub-recipients shall distinguish the sub-awards of incremental PPHF funds from regular sub-awards under the existing program.

GENERAL REQUIREMENTS

Travel Cost: In accordance with HHS Grants Policy Statement, travel costs are allowable when the travel will provide a direct benefit to the project or program. To prevent disallowance of cost, the grantee is responsible for ensuring travel costs are clearly stated in their budget narrative and are applied in accordance with their organization's established travel policies and procedures. The grantee's established travel policies and procedures must also meet the requirements of 45 CFR Part 75.474.

Food and Meals: Costs associated with food or meals are allowable when consistent with applicable federal regulations and HHS policies. In addition, costs must be clearly stated in the budget narrative and be consistent with organization approved policies. Grantees must make a determination of reasonableness and organization approved policies must meet the requirements of 45 CFR Part 75.432.

Inventions: Acceptance of grant funds obligates grantees to comply with the standard patent rights clause in 37 CFR Part 401.14.

Publications: Publications, journal articles, etc. produced under a CDC grant support project must bear an acknowledgment and disclaimer, as appropriate, for example:

This publication (journal article, etc.) was supported by the Grant or Cooperative Agreement Number, IP000717, funded by the Centers for Disease Control and Prevention. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Centers for Disease Control and Prevention or the Department of Health and Human Services.

Acknowledgment Of Federal Support: When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all awardees receiving Federal funds, including and not limited to State and local governments and grantees of Federal research grants, shall clearly state:

- percentage of the total costs of the program or project which will be financed with Federal money
- dollar amount of Federal funds for the project or program, and
- percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

Copyright Interests Provision: This provision is intended to ensure that the public has access to the results and accomplishments of public health activities funded by CDC. Pursuant to applicable grant regulations and CDC's Public Access Policy, Recipient agrees to submit into the National Institutes of Health (NIH) Manuscript Submission (NIHMS) system an electronic version of the final, peer-reviewed manuscript of any such work developed under this award upon acceptance for publication, to be made publicly available no later than 12 months after the official date of publication. Also at the time of submission, Recipient and/or the Recipient's submitting author must specify the date the final manuscript will be publicly accessible through PubMed Central (PMC). Recipient and/or Recipient's submitting author must also post the manuscript through PMC within twelve (12) months of the publisher's official date of final publication; however the author is strongly encouraged to make the subject manuscript available as soon as possible. The recipient must obtain prior approval from the CDC for any exception to this provision.

The author's final, peer-reviewed manuscript is defined as the final version accepted for journal publication, and includes all modifications from the publishing peer review process, and all graphics and supplemental material associated with the article. Recipient and its submitting authors working under this award are responsible for ensuring that any publishing or copyright agreements concerning submitted articles reserve adequate right to fully comply with this provision and the license reserved by CDC. The manuscript will be hosted in both PMC and the CDC Stacks institutional repository system. In progress reports for this award, recipient must identify publications subject to the CDC Public Access Policy by using the applicable NIHMS identification number for

up to three (3) months after the publication date and the PubMed Central identification number (PMCID) thereafter.

Disclaimer for Conference/Meeting/Seminar Materials: Disclaimers for conferences/meetings, etc. and/or publications: If a conference/meeting/seminar is funded by a grant, cooperative agreement, sub-grant and/or a contract the grantee must include the following statement on conference materials, including promotional materials, agenda, and internet sites:

Funding for this conference was made possible (in part) by the Centers for Disease Control and Prevention. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services, nor does the mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.

Logo Use for Conference and Other Materials: Neither the Department of Health and Human Services (HHS) nor the CDC logo may be displayed if such display would cause confusion as to the funding source or give false appearance of Government endorsement. Use of the HHS name or logo is governed by U.S.C. Part 1320b-10, which prohibits misuse of the HHS name and emblem in written communication. A non-federal entity is unauthorized to use the HHS name or logo governed by U.S.C. Part 1320b-10. The appropriate use of the HHS logo is subject to review and approval of the HHS Office of the Assistant Secretary for Public Affairs (OASPA). Moreover, the HHS Office of the Inspector General has authority to impose civil monetary penalties for violations (42 CFR Part 1003).

Accordingly, neither the HHS nor the CDC logo can be used by the grantee without the express, written consent of CDC. The Project Officer or Grants Management Officer/Specialist detailed in the CDC Staff Contact section can assist with facilitating such a request. It is the responsibility of the grantee to request consent for use of the logo in sufficient detail to ensure a complete depiction and disclosure of all uses of the Government logos. In all cases for utilization of Government logos, the grantee must ensure written consent is received. Further, the HHS and CDC logo cannot be used by the grantee without a license agreement setting forth the terms and conditions of use.

Equipment and Products: To the greatest extent practicable, all equipment and products purchased with CDC funds should be American-made. CDC defines equipment as tangible non-expendable personal property (including exempt property) charged directly to an award having a useful life of more than one year AND an acquisition cost of \$5,000 or more per unit. However, consistent with grantee policy, a lower threshold may be established. Please provide the information to the Grants Management Officer to establish a lower equipment threshold to reflect your organization's policy.

The grantee may use its own property management standards and procedures, provided it observes provisions of applicable grant regulations found at 45 CFR Part 75.

Federal Information Security Management Act (FISMA): All information systems, electronic or hard copy, that contain federal data must be protected from unauthorized access. This standard also applies to information associated with CDC grants. Congress and the OMB have instituted laws, policies and directives that govern the creation and implementation of federal information security practices that pertain specifically to grants and contracts. The current regulations are pursuant to the Federal Information Security Management Act (FISMA), Title III of the E-Government Act of 2002, PL 107-347.

FISMA applies to CDC grantees only when grantees collect, store, process, transmit or use information on behalf of HHS or any of its component organizations. In all other cases, FISMA is not applicable to recipients of grants, including cooperative agreements. Under FISMA, the grantee retains the original data and intellectual property, and is responsible for the security of these data, subject to all applicable laws protecting security, privacy, and research. If/When information collected by a grantee is provided to HHS, responsibility for the protection of the HHS copy of the information is transferred to HHS and it becomes the agency's responsibility to protect that information and any derivative copies as required by FISMA. For the full text of the requirements under Federal Information Security Management Act (FISMA), Title III of the E-Government Act of 2002 Pub. L. No. 107-347, please review the following website:

http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=107_cong_public_laws&docid=f:publ347.107.pdf

Pilot Program for Enhancement of Contractor Employee Whistleblower Protections: Grantees are hereby given notice that the 48 CFR section 3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Employee Whistleblower Protections," of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. 112-239, enacted January 2, 2013), applies to this award.

Federal Acquisition Regulations

As promulgated in the Federal Register, the relevant portions of 48 CFR section 3.908 read as follows (note that use of the term "contract," "contractor," "subcontract," or "subcontractor" for the purpose of this term and condition, should be read as "grant," "grantee," "subgrant," or "subgrantee"):

3.908 Pilot program for enhancement of contractor employee whistleblower

protections. 3.908-1 Scope of section.

(a) This section implements 41 U.S.C. 4712.

(b) This section does not apply to-

(1) DoD, NASA, and the Coast Guard; or

(2) Any element of the intelligence community, as defined in section 3(4) of the National Security Act of 1947 (50 U.S.C. 3003(4)). This section does not apply to any disclosure made by an employee of a contractor or subcontractor of an element of the intelligence community if such disclosure-

(i) Relates to an activity of an element of the intelligence community; or

(ii) Was discovered during contract or subcontract services provided to an element of the intelligence community.

3.908-2 Definitions.

As used in this section-

"Abuse of authority" means an arbitrary and capricious exercise of authority that is inconsistent with the mission of the executive agency concerned or the successful performance of a contract of such agency.

"Inspector General" means an Inspector General appointed under the Inspector General Act of 1978 and any Inspector General that receives funding from, or has oversight over contracts awarded for, or on behalf of, the executive agency concerned.

3.908-3 Policy.

(a) Contractors and subcontractors are prohibited from discharging, demoting, or otherwise discriminating against an employee as a reprisal for disclosing, to any of the entities listed at paragraph (b) of this subsection, information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract, a gross waste of Federal funds, an abuse of authority relating to a Federal contract, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract). A reprisal is prohibited even if it is undertaken at the request of an executive branch official, unless the request takes the form of a non-discretionary directive and is within the authority of the executive branch official making the request.

(b) Entities to whom disclosure may be made.

(1) A Member of Congress or a representative of a committee of Congress.

(2) An Inspector General.

(3) The Government Accountability Office.

(4) A Federal employee responsible for contract oversight or management at the relevant agency.

(5) An authorized official of the Department of Justice or other law enforcement agency.

(6) A court or grand jury.

(7) A management official or other employee of the contractor or subcontractor who has the responsibility to investigate, discover, or address misconduct.

(c) An employee who initiates or provides evidence of contractor or subcontractor misconduct in any judicial or administrative proceeding relating to waste, fraud, or abuse on a Federal contract shall be deemed to have made a disclosure.

3.908-9 Contract clause.

Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (Sept. 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

CDPH Immunization Branch **Form 1**
Fiscal Year 2017-2022
APPLICATION COVER SHEET/CHECKLIST

| | |
|----------------------------|---|
| DATE OF SUBMISSION | |
| OFFICIAL ORGANIZATION NAME | (Please indicate the official county/organization name) |
| AGREEMENT NUMBER | (Leave blank. Will be assigned by CDPH/IZ) |

Provide the name, phone number, and e-mail address of the person we can contact to confirm the date/time of the negotiation conference call.

| | |
|----------------------|----------------------|
| Contact Name: | Phone Number: |
| E-mail: | |

Type of Application:

New
 Renewal
 Continuation
 Supplement
 Revision
 Supplement
 Revision

| | |
|-----------------------|--|
| Budget Period: | Total Amount Requested for 5 Years: |
| From: _____ To: _____ | \$ _____ |

Board of Supervisors/Resolution meeting dates for the upcoming 6 months:

Federal Compliance Requirements of the Immunization Grant No. 5 NH23IP000717-05-00

This section requires LHD Grantee signature to acknowledge that the LHD Grantee has reviewed and understand the Federal Compliance Requirements of the Immunization Grant. See enclosed copy of the Award Attachments under which this grant is issued.

Print Name and Title of Person Signing

Signature of Person Signing

Date

APPLICATION CONTENTS:

Application Due by 5:00 p.m., (Pacific Standard Time), May 15, 2017

Please Check

- | | | |
|---------|--|--------------------------|
| Form 1: | Application Cover Sheet/Checklist | <input type="checkbox"/> |
| Form 2: | Grantee Information Form | <input type="checkbox"/> |
| Form 3: | Local Project Synopsis | <input type="checkbox"/> |
| Form 4: | CDPH Immunization Branch Scope of Work for Local Health Departments | <input type="checkbox"/> |
| Form 5: | Exhibit B – Budget | <input type="checkbox"/> |
| Form 6: | Payee Data Record | <input type="checkbox"/> |

NOTE: The above documents must be completed and submitted with this Application Cover Sheet/Checklist Form. E-mail completed application to izb.admin@cdph.ca.gov by the submission deadline.

CDPH Immunization Branch Grantee Information Form

Date Form Completed: _____

This is the information that will appear on your grant agreement cover page.

Organization

Federal Tax ID # _____ Contract/Grant# (will be assigned by IZ/CDPH) _____
Data Universal Number System (DUNS) # _____
Official Organization Name _____
Mailing Address _____
Street Address (If Different) _____
County _____
Phone _____ Fax _____
Website _____

Grant Signatory

The Grant Signatory has authority to sign the grant agreement cover page.

Name _____
Title _____
If address(es) are the same as the organization above, just check this box and go to Phone
Mailing Address _____
Street Address (If Different) _____
Phone _____ Fax _____
E-mail _____

Project Director

The Project Director is responsible for all of the day-to-day activities of project implementation and for seeing that all grant requirements are met. This person will be in contact with State Immunization Branch staff, will receive all programmatic, budgetary, and accounting mail for the project and will be responsible for the proper dissemination of program information.

Name _____
Title _____
If address(es) are the same as the organization above, just check this box and go to Phone
Mailing Address _____
Street Address (If Different) _____
Phone _____ Fax _____
E-mail _____

| | | |
|------------------|---|-------|
| Payment Receiver | All payments are sent to the attention of this person at the designated address. | |
| | Name | _____ |
| | Title | _____ |
| | <i>If address(es) are the same as the organization above, just check this box and go to Phone</i> <input type="checkbox"/> | |
| | Mailing Address | _____ |
| | Street Address (If Different) | _____ |
| | Phone _____ Fax _____ | _____ |
| E-mail | _____ | |
| Fiscal Reporter | The <i>Fiscal Reporter</i> prepares invoices, maintains fiscal documentation and serves as the primary contact for all related questions. | |
| | Name | _____ |
| | Title | _____ |
| | <i>If address(es) are the same as the organization above, just check this box and go to Phone</i> <input type="checkbox"/> | |
| | Mailing Address | _____ |
| | Street Address (If Different) | _____ |
| | Phone _____ Fax _____ | _____ |
| E-mail | _____ | |
| Fiscal Signatory | The <i>Fiscal Signatory</i> has signature authority for invoices and all fiscal documentation reports. | |
| | Name | _____ |
| | Title | _____ |
| | <i>If address(es) are the same as the organization above, just check this box and go to Phone</i> <input type="checkbox"/> | |
| | Mailing Address | _____ |
| | Street Address (If Different) | _____ |
| | Phone _____ Fax _____ | _____ |
| E-mail | _____ | |

**CDPH Immunization Branch
Grant Application
Local Project Synopsis**

Form 3

Name of Grantee:

1. DESCRIPTION OF SERVICES TO BE PROVIDED:

Narrative

2. EVALUATION PLANS:

*All grantees participate in process evaluation per their Scope of Work activities.
Grantees must complete a quarterly grant report detailing their activities.*



CDPH Immunization Branch Scope of Work for Local Health Departments

Purpose

The purpose of this grant is to assist local health departments (LHDs) in preventing and controlling vaccine-preventable diseases in the local health jurisdiction (LHJ).

Related Statutes

California Health & Safety Code sections:

- 120130 requires the Local Health Officer to properly report to CDPH those diseases listed as reportable, which include vaccine-preventable diseases.
- 120175 requires the Local Health Officer to take measures as may be necessary to prevent the spread or occurrence of additional cases of reportable diseases (which includes reportable vaccine-preventable diseases).
- 120350 requires Local Health Officers to organize and maintain a program to make available the immunizations required for admittance to child care facilities and schools.

Services to be Performed by the Grantee

The Grantee is to implement activities to:

- Assess and improve coverage levels in the jurisdiction of all vaccines recommended by the Advisory Committee on Immunization Practices (ACIP) to protect the population.
- Detect, report, and control vaccine-preventable diseases in the jurisdiction.

The LHD must agree to the following inclusive objectives and conduct the following activities. Many of the services to be performed are also conditions for federal funding of the CDPH Immunization Branch (IZB) and/or statutory requirements of State and LHDs. The level of subvention grant funding to be awarded is not represented as sufficient for support of all the required activities; a significant amount of local support and funding is expected. Subvention grant funds must not be used to supplant (i.e., replace) local funds currently being expended for immunization services and activities.

Grantee agrees to assign the responsibility of monitoring each program component:

- 1) Vaccine Accountability and Management;
- 2) Improving Vaccine Access and Coverage Rates;
- 3) Immunization Information Systems;
- 4) Perinatal Hepatitis B Prevention;
- 5) Education, Information, Training, and Partnerships;
- 6) Prevention, Surveillance and Control of Vaccine Preventable Disease;
- 7) Assess and Improve Compliance with Childcare and School Immunization Entry Requirements; and
- 8) Improve and Maintain Preparedness for an Influenza Pandemic.

Grantee will monitor grant fund expenditures to maximize the utilization of the funding for achieving the goals and objectives. Grant invoices shall be reviewed and submitted quarterly to the CDPH Immunization Branch.

The Immunization Coordinator is required to participate in meetings, webinars, and conference calls as requested by the CDPH Immunization Branch including, but not limited to, the CDPH

Immunization Branch's Immunization Coordinators' Meeting, New Immunization Coordinator Orientation (offered annually and required for all new Immunization Coordinators), regional coordinators' meetings, and conference calls related to influenza, outbreak control, perinatal hepatitis B, changes in policies and procedures, and other important issues.

Components, Objectives, Activities

1) Vaccine Accountability and Management

Objective 1.1: With the assistance of the CDPH Immunization Branch, the grantee is to provide guidance to LHD facilities (if clinics are offered by LHD) and partners that receive immunization Branch (IZB) supplied vaccine (317, Vaccines for Children [VFC], state general fund) to facilitate compliance with current protocols, policies, and procedures for vaccine management, including storage and handling in accordance with manufacturers' specifications and as stated in the following documents: *The VFC Program's Provider Participation Agreement and the Provider Agreement Addendum (VFC and 317 Vaccines)*.

a. **Required Activities:**

- i. Provide education and guidance to LHD facility and partner staff regarding the requirements stated in the above documents as needed. Ensure immunization services are provided directly by the LHD and/or identify, authorize and monitor community-based health care agencies to provide immunization services as described in the Clinic Services Document located on the Immunization Coordinator website (www.lzcoordinators.org).
- ii. LHDs are responsible for ensuring that their community partners that receive IZB-supplied vaccine are in compliance with all storage and handling requirements.
- iii. Assist LHD facilities and partners receiving IZB-supplied vaccine in developing and implementing policies that specify no charge may be made to the patient, parent, guardian or third party payer for the cost of the IZB-supplied vaccine. If a vaccine administration fee is charged, it may not exceed the maximum established by local policy, and a sliding scale/fee waiver process must be in place. Signage must be posted in a prominent location which states that those persons eligible to receive IZB-supplied vaccine may not be denied vaccine for failure to pay the administration fee or make a donation to the provider.
- iv. In collaboration with LHD facilities and partners, monitor and facilitate compliance with requirements for the use of IZB-supplied vaccine.

b. **Suggested Activities:**

- i. Promote CDPH requirements and recommendations for the storage and handling of vaccines to the general provider community.
- ii. Conduct Immunization Skills Institute trainings for local provider staff.

c. **Performance Measures:**

- i. Thoroughness and timeliness of Quarterly Grant Reports submitted.
- ii. Documentation of guidance provided to community-based agencies receiving IZB-supplied vaccines from the LHD.

d. Reporting Requirements:

- i. Quarterly grant reports
- ii. VFC Recertification

Objective 1.2: The Grantee will provide guidance to LHD facilities and partners that receive IZB-supplied (317, VFC, state) vaccine to facilitate compliance with current protocols, policies, and procedures for vaccine accountability including: ordering, patient eligibility screening, administration, waste minimization, dose accountability and reporting, and annual recertification requirements, as stated in the following documents:

- The VFC Program's Provider Participation Agreement
- The VFC Program's Provider Agreement Addendum (VFC and 317 Vaccines)
- Policy for Provision of IZB-supplied Vaccines to Privately Insured Patients by Local Health Department Jurisdictions (posted on the Immunization Coordinator website (www.lzcoordinators.org))
- Vaccine Eligibility Guidelines for Health Department and CDPH Approved Health Department Partners (posted on the Immunization Coordinator website (www.lzcoordinators.org))

a. Required Activities:

- i. Provide education and guidance to LHD and partner facility staff regarding the requirements stated in the above documents as needed.
- ii. Facilitate the development and implementation of corrective action plans for vaccine loss/waste incidents due to negligence in LHD facilities and partners as requested by the CDPH Immunization Branch.
- iii. Notify the CDPH Immunization Branch of suspected situations of fraud and/or abuse of IZB-supplied vaccine within the jurisdiction.
- iv. Provide guidance to LHD and partner staff regarding requirements and processes for dose-level tracking/accountability and reporting of IZB-supplied vaccine.
- v. Ensure all doses of IZB-supplied vaccine are entered into California Immunization Registry (CAIR). (See also 3.1.a.ii.)
- vi. Ensure that LHD Immunization Clinics and partners are knowledgeable about and utilize the Vaccine Adverse Events Reporting System (VAERS)¹ for reporting adverse events following immunizations in accordance with CDPH Immunization Branch guidelines.
- vii. Ensure that LHD Immunization Clinics and partners are knowledgeable about and utilize the Vaccine Errors Reporting Program (VERP)² for reporting vaccine administration errors, so they can be identified and remedied to improve vaccine safety.
- viii. Ensure that IZB-supplied (317, VFC, state) vaccines are administered to eligible individuals following outlined eligibility guidelines for each vaccine funding source.
- ix. Adhere to protocols for the request and use of 317 supplied vaccine doses during a vaccine-preventable disease outbreak within the county. Notify the CDPH Immunization Branch and request approval for use of 317 supplied vaccines in all populations, prior to the initiation of any control or prevention

¹ <https://vaers.hhs.gov/index>

² <http://verp.ismp.org/>

vaccination activity. Submit a summary report of vaccination activities with 317 supplied vaccines 30 days after the conclusion of the event or effort.

b. Suggested Activities:

- i. Assist in the management of IZB-supplied vaccine within the jurisdiction by assisting providers with transferring excess inventory or short-dated vaccine to other providers who could utilize the vaccine and providing guidance on the transfer of the vaccine and required documentation.

c. Performance Measures:

For LHD immunization clinics and LHD partners

- i. Percentage of doses ordered by vaccine type that were deemed non-viable negligent losses due to expiration and/or improper storage and handling.
- ii. Number of vaccine storage and handling incidents and vaccine dose accountability reports.

d. Reporting Requirements:

- i. Storage and Handling Incident Reports.
- ii. Vaccine Returns and Wastage Reports.
- iii. Vaccine Administration Reports.
- iv. Local Health Department Authorization Request for 317 Vaccine Use during an Outbreak Response.
- v. Summary of Outbreak Response Activities.
- vi. Corrective action plans and implemented grant reports.

2) Improving Vaccine Access and Coverage Rates

(See section 4 for Perinatal hepatitis B prevention, section 7 for Compliance with school and child care immunization entry requirements, and section 8 for Influenza immunization.)

Objective 2.1: The grantee will promote access to and improve coverage level of ACIP-recommended vaccines for children, adolescents and adults throughout the jurisdiction, including in LHD facilities and partners.

a. Required Activities:

- i. Directly provide and/or work with community partners to implement special targeted vaccination initiatives as directed by the CDPH Immunization Branch such as new legislatively-required vaccines for school entry and mass vaccination.
- ii. Sustain an immunization safety net for the jurisdiction (even if the LHD provides only influenza and outbreak-related vaccination). This will include developing and maintaining a referral list of providers within the jurisdiction that offer no cost or low cost immunization services for adults, adolescents and children, based on insurance status.
- iii. Assist the public with questions and barriers regarding insurance, payment and access to immunization services. Use the *Frequently Asked Questions on Immunization in the Medi-Cal program* to assist Medi-Cal members in accessing immunization services (document can be found on the IZ Coordinators' website: www.izcoordinators.org). As needed, elevate access

problems to the Medi-Cal managed care plan. If unable to resolve at that level, work with the IZB Field Representative to resolve.

- iv. Work with Medi-Cal managed care plans operating in the local health jurisdiction to:
 - 1) Review at least annually (and revise as needed) the Memorandum of Understanding (MOU) between each Plan and the LHD^B (and related documents) regarding coordination of immunization services, exchange of medical information, Plan immunization coverage data, billing, and reimbursement.
 - 2) Review at least annually, the immunization coverage rates for Plan members and support Plan efforts to improve rates.
 - 3) Identify and resolve any barriers Plan members face in accessing immunization services.
- v. Promote adult immunization in the jurisdiction, including through the use of vaccine purchased by Federal 317 funds and provision of technical assistance to priority providers.
- vi. Utilize CAIR, existing local data and/or conduct assessments to identify low or lagging vaccination coverage levels for specific populations and/or specific vaccines (i.e., pockets of need) within the jurisdiction and develop and conduct activities to reduce these disparities. (See also 3.1.a.v.)
- vii. Ensure LHD clinics participating in the VFC Program comply with current immunization schedules, dosages, and contraindications established by the Advisory Committee on Immunization Practices (ACIP); ensure vaccine doses are offered in accordance to those agreed upon as part of the clinic's recertification agreements and populations served at each practice.

b. Suggested Activities:

- i. Promote participation in the VFC Program to other jurisdictional facilities that provide immunizations (e.g., new pediatric providers, primary care, juvenile halls, community and school-based clinics and private providers).
- ii. Promote use of the Adult Implementation Standards (<https://www.cdc.gov/vaccines/hcp/adults/for-practice/standards/index.html>) by adult immunization providers in the jurisdiction.

c. Performance Measures:

- i. Number of operating immunization clinics in LHD facilities, along with number of IZB-supplied immunizations administered at each location.
- ii. #s of individuals vaccinated with IZB-supplied vaccine offered by facilities.

d. Reporting Requirements:

- i. Number and hours of operation of LHD immunization clinic sites.
- ii. Number of immunizations provided by LHD immunization clinics with IZB-funded vaccines and costs to patient.

Objective 2.2: To improve the quality and efficiency of immunization services provided by

^BMandated by Department of Health Care Services. See Exhibit A, Attachment 8 (Section 12) and Attachment 12 of the boilerplate contract located at:
<http://www.dhcs.ca.gov/provgovpart/Documents/ImpRegSB2PlanBp32014.pdf>

LHD clinics and partners, participate or follow up on VFC Compliance Visits and Assessment, Feedback, Incentive, eXchange (AFIX) visits, as requested by CDPH staff, to assess and improve adherence to the CDC's Standards for Child and Adolescent Immunization Practices.

a. Required Activities:

- i. In conjunction with the CDPH Immunization Branch, participate in and support the compliance visits and AFIX for all LHD facilities within the jurisdiction and assist with the implementation of corrective action plans, strategies to reduce missed opportunities for vaccination, and linkage/referral to medical homes.
- ii. As directed by the CDPH Immunization Branch, conduct follow-up visits with LHD clinics and partners to provide assistance with implementation of mandatory corrective action plans.

b. Suggested Activities:

- i. Working with the IZB Field Representative, assist with conducting VFC compliance and educational visits at public and private VFC sites outside the LHD to improve the delivery and quality of immunization services within the jurisdiction.
- ii. Assist and support the VFC Program with conducting follow-up activities as requested.
- iii. Assist in the communication of key VFC Program initiatives, messages, or VFC Tips to local providers in the county as part of any provider community education effort.

c. Performance Measures:

- i. Immunization rates of specified cohorts.
- ii. Percentage of immunization rate assessments completed for those facilities designated for assessment.
- iii. Feedback sessions conducted with sites needing additional support.

d. Reporting Requirements:

- i. VFC Compliance Visit Reports and Coverage Reports submitted to the CDPH Immunization Branch Senior Field Representative:

3) Immunization Information Systems

Objective 3.1: The Grantee is to assist in the promotion and implementation of CAIR in the LHD and among providers in the jurisdiction.

a. Required Activities:

- i. Require LHD Immunization Clinics to enter all patients into CAIR either through timely direct entry or real time data exchange with the clinics' electronic health records (EHR).
- ii. All LHD clinics must enter all IZB-supplied vaccine doses administered into CAIR. LHDs may apply for a waiver for adult doses only (19+ years) if they are unable to enter influenza doses given at a mass vaccination clinic (either by themselves or a partner). Contact your IZB Field Representative. (See also

1.2.a.v.)

- iii. Assist with addressing CAIR issues in LHD Immunization Clinics including frequency of use, data quality, and adherence to policies and procedures.
- iv. Refer participating CAIR providers needing assistance to the Local CAIR Representative or CAIR Help Desk for support.
- v. Participate in CAIR Trainings and/or CAIR Update meetings.
- vi. At least once per quarter, the Grantee will run CAIR2 reports to identify gaps in immunization coverage. Assessment may be broad based (e.g. all 2 year olds in the LHJ, by race/ethnicity) or focused (e.g. 2 year olds receiving care in Federally Qualified Health Centers [FQHCs], or participating in WIC). See also 2.1.a.vi.

b. Suggested Activities:

- i. Assist in promoting CAIR to other LHD-based facilities that give or look up immunizations including sexually transmitted disease clinics, juvenile halls/jails, primary care services, etc. Assist CDPH Immunization Branch with addressing implementation issues within these settings.
- ii. Promote CAIR to VFC (including FQHCs) and non-VFC providers during general immunization outreach and education activities and refer interested providers to the CDPH Immunization Branch.
- iii. Promote CAIR to adolescent and adult medical providers.
- iv. Promote CAIR participation (look up) by non-medical sites such as WIC and Welfare agencies, and schools and child care centers within the jurisdiction.
- v. Provide space for CAIR user trainings if available and requested by the CDPH Immunization Branch.
- vi. Assist with distributing CAIR provider materials (e.g., Reminder/Recall postcards).

c. Performance Measures:

- i. Timeliness and completeness of LHD Immunization Clinics entering/submitting patients into CAIR.
- ii. Participation in CAIR Trainings and/or CAIR Update meetings, if offered.

d. Reporting Requirements:

- i. Percentage of LHD clinics entering/submitting records into CAIR, along with timeframes of entry.

4) Perinatal Hepatitis B Prevention

Objective 4.1: Reduce the incidence of perinatal hepatitis B virus (HBV) infection in the jurisdiction.

a. Required Activities:

- i. Send annual information to prenatal care providers (CDPH to provide template) on:
 - 1) Screening all pregnant women for hepatitis B surface antigen (HBsAg) as part of the first prenatal laboratory tests;
 - 2) Ordering HBV DNA testing on HBsAg-positive pregnant women and

- referring women with HBV DNA levels >20,000 IU/mL to a specialist;
 - 3) Informing the planned delivery hospital of the mother's HBsAg-positive status at least one month prior to delivery date;
 - 4) Reporting HBsAg-positive pregnant women to the LHD within the timeline stated by current California codes and regulations;
 - 5) Educating HBsAg-positive pregnant women about the current ACIP recommendations on prevention of perinatal HBV transmission; and
 - 6) Enrollment of the birth hospital as a provider in the VFC program.
- ii. Send annual information to birth hospitals (CDPH to provide template) on:
- 1) Identifying all pregnant HBsAg-positive on hospital admission;
 - 2) Immediately testing pregnant women with unknown HBsAg status on admission;
 - 3) Developing written policies and procedures or standing orders for the prevention of perinatal HBV infection per the current ACIP recommendations, including administration of post-exposure prophylaxis (PEP) for infants of HBsAg-positive women; notification of the LHD if PEP is refused by the parents; and administration of a universal hepatitis B vaccine birth dose; and
 - 4) Optimizing their use of CAIR, including making CAIR disclosure to mothers a routine part of hospital pre-registration, and ensuring that birth hospital Electronic Health Records (EHRs) are successfully exchanging data with CAIR.
- iii. With LHD Communicable Disease staff, create a method to identify HBsAg-positive pregnant women through laboratory report review.
- iv. Contact and educate HBsAg-positive pregnant women about current ACIP recommendations on prevention of perinatal hepatitis B transmission.
- v. Follow-up with birth hospitals to ensure that infants of HBsAg-positive women received appropriate PEP at birth.
- vi. Follow-up with pediatrician to ensure that HBV vaccine series is given and document dates of receipt.
- vii. Follow-up with pediatrician to ensure that post vaccination serologic (PVS) testing occurs at 9 months and document the results.
- viii. Recommend that infected infants are referred to a gastroenterologist.

b. Suggested Activities:

- i. Work with Perinatal Hepatitis B staff at the CDPH Immunization Branch as appropriate on provider enrollment, quality assurance, and/or follow-up activities.

c. Performance Measures:

- i. Number and percentage of birth hospitals within the jurisdiction providing the universal hepatitis B birth dose in accordance with ACIP recommendations.
- ii. Birth hospitals not offering the universal hepatitis B birth dose have received education regarding the ACIP recommendations.
- iii. Number and percentage of infants born to HBV-infected mothers who have completed PVS testing.
- iv. Percentage of birth hospitals within the jurisdiction that deliver babies eligible for VFC vaccine that have enrolled in the VFC Program.

d. Reporting Requirements:

- i. Report the number and percentage of birthing hospitals that are compliant with ACIP recommendations for providing the universal hepatitis B birth dose.
- ii. Provide updates regarding education and assistance provided to birth hospitals that do not offer the universal hepatitis B birth dose.
- iii. Report the number and percentage of birth hospitals that have successfully enrolled and are actively participating in the VFC Program.
- iv. Report the CAIR provider IDs of all birth hospitals in the LHD (so CDPH can assess/improve data exchange quality).
- v. Report all
 - 1) HBsAg-positive pregnant women;
 - 2) Infants who did not receive appropriate PEP at birth, either due to a PEP error or due to parental refusal of PEP for the infant; and
 - 3) HBV-infected infants <24 months of age.

5) Education, Information, Training, and Partnerships

Objective 5.1: Develop partnerships and collaborative activities in order to expand immunization services, promote best practices, and improve coverage rates among children, adolescents and adults within the jurisdiction.

a. Required Activities:

- i. Develop and maintain partnerships and conduct collaborative activities with organizations, clinics, and community groups serving children, adolescents, adults to expand immunization services, promote best practices and improve coverage rates. Organizations include, but are not limited to, hospitals and birthing facilities, primary care providers, child care providers, schools, juvenile/adult correction facilities, (Women, Infants, and Children) WIC and other social service agencies, nursing homes, home health agencies, colleges/adult schools and medical associations/organizations.

b. Suggested Activities:

- i. Participate in local and state immunization coalitions, task forces and work groups such as the California Immunization Coalition (CIC).

c. Performance Measures:

- i. Number of new partnerships developed.
- ii. Number and type of activities conducted with new and existing partnerships coalitions, task forces and/or workgroups.

d. Reporting Requirements:

- i. Report the number of new partnerships developed.
- ii. Report by number and type of activities conducted with new and existing partnerships, coalitions, task forces and/or workgroups.

Objective 5.2: Provide and/or promote education and training opportunities, materials, and information to health care providers, schools and childcare centers, community organizations, and the general public within the jurisdiction to promote best practices for immunization and raise awareness about the importance of immunizations.

a. Required Activities:

- i. Serve as the immunization expert and resource within the jurisdiction for healthcare providers, schools, community organizations and the general public.
- ii. Provide information on education and training resources available through the Centers for Disease Control and Prevention (CDC), State and local health department such as such as EZIZ resources and the Pink Book Webinar Series to facilitate the orientation and training of new LHD Immunization Program staff.
- iii. Promote and encourage providers/organizations to subscribe to the EZIZ listserv to receive information on upcoming educational/training opportunities and immunization-related news.
- iv. Collaborate with CDPH Immunization Branch to notify healthcare providers and other organizations within the jurisdiction about critical immunization information such as changes in the ACIP schedule and new laws/requirements.
- v. Order, stock and disseminate materials available through the Immunization Coordinators' website to providers (to non-VFC providers only if opting to promote VFC Materials Store), schools and other immunization stakeholders within the jurisdiction.
- vi. Conduct at least one annual provider or community-based-campaign to increase coverage of pediatric, adolescent, adults and/or seasonal influenza immunizations.

NOTE: A *campaign* is defined as coordinated efforts through various communications activities to inform your designated audience (i.e., pregnant women, parents of preteens, providers, etc.) of a given issue (e.g., seasonal influenza promotion, encourage Tdap vaccination among pregnant women, etc.). As recommended by the Community Preventative Services Task Force (see Community Guide), provider and/or community-based interventions should be implemented in combination (involve the use of two or more interventions). As an evidence-based approach to increase vaccination rates within a target population, the Task Force recommends implementing a combination of interventions to both 1) increase public demand and 2) enhance access to vaccination services (may include interventions aimed at providers).

A campaign is considered completed by conducting at least one of the communication activities to increase demand from List A, and at least one of the activities to enhance access to vaccination services in List B.

List A. Activities that increase public demand for vaccination

- Send educational e-mail(s) to immunization stakeholders, such as school nurses, provider groups, LHD staff, WIC, Head Start
- Contribute an article to newsletters/bulletins
- Distribute materials to stakeholders, such as schools, youth programs,

- providers, WIC, MCAH
- Distribute materials for use at community health fairs/events
 - Post message(s) on social media, such as Facebook and Twitter
 - Post a web banner on your website or other website where audience frequents
 - Advertise your message (outdoor advertising, print, radio, TV, online, text message)
 - Conduct a health fair or other community event
 - Conduct a presentation/training during grand round/In-service for providers
 - Speak at a school assembly, PTA meeting, classroom, or at a parent-teacher night
 - Conduct a presentation for a community group (e.g., prenatal class)
 - Conduct a press event
 - Issue a press release
 - Issue a proclamation
 - Participate in a media interview
 - Other _____

List B. Activities that enhance access to vaccination services (including interventions directed at providers).

- Conduct an on-site clinic
- Support or promote accessible transportation
- Reduce out-of-pocket costs for vaccine (i.e. voucher program)
- Increase clinic hours
- Educate providers (i.e. grand rounds presentation)
- Conduct provider assessment and feedback
- Other: _____

For additional activities, see Section 2 for Improving Vaccine Access and Coverage

b. Suggested Activities:

- i. Evaluate the campaign in terms of target population reached by the communication activities (List A above), and improvements in access to vaccination (List B), or resultant improvements in immunization coverage levels (see section 2 above).
- ii. Conduct presentations, workshops, trainings and/or contribute articles to provider newsletters on immunization-related topics to health care providers and other organizations about pediatric, adolescent and adult immunization issues including, but not limited to, ACIP recommendations, best practices, new vaccines, vaccine storage and handling, vaccine safety, VAERS reporting, or vaccination documentation requirements.
- iii. Promote and/or implement activities supporting official national and/or statewide immunization campaigns (observances) such as Preteen Vaccine Week (PVW), National Infant Immunization Week/Toddler Immunization Month (NIW/TIM), National Adult Immunization Awareness Week (NAIAW), National Immunization Awareness Month (NIAM), and National Influenza Vaccine Week (NIVW).

- iv. Conduct education and awareness activities targeted to parents and the general public promoting vaccine safety, efficacy and importance of recommended immunizations.
- v. Promote VFC Materials Store among VFC providers to order and share print materials to their staff and patients.
- vi. Provide and regularly maintain accurate website content and web links on vaccine preventable disease and immunizations representing pediatric, adolescent and adult issues and resources.

c. Performance Measures:

- i. Number of new immunization program staff completing training, and types of training completed.
- ii. Number of LHD immunization clinic staff completing training, and types of training completed.
- iii. Number and type of notifications sent to health care providers and other organizations.
- iv. Number and type of presentations/workshops/trainings provided.
- v. Number and type of children, adolescent, adult and/or influenza campaigns conducted. Describe immunization issue, audience and communication activities conducted. Describe concordant effort to increase access to immunization services.

d. Reporting Requirements:

- i. Report the number of new immunization program staff completing training, and types of training completed.
- ii. Report the number of LHD immunization clinic staff completing training, and types of training completed.
- iii. Report the number and type of notifications sent to health care providers and other organizations.
- iv. Report the number and type of presentations/workshops/trainings provided.
- v. Report the number and type of children, adolescent, adult and/or influenza campaigns conducted.

6) Prevention, Surveillance and Control of Vaccine Preventable Disease (VPD)

Objective 6.1: Assist with the prevention, surveillance and control of VPD within the jurisdiction.

a. Required Activities:

- i. Support the maintenance of an effective system for identification and reporting of suspect, probable and confirmed cases of VPDs following the guidelines set forth by Title 17.
- ii. For reporting from LHDs to CDPH, follow these requirements:
<http://www.cdph.ca.gov/HealthInfo/Documents/VPDReportingFromLHDsToCDPH.pdf>
- iii. Support the investigation and follow-up of reported suspect, probable and confirmed VPDs following the guidelines set forth by CDC and the CDPH Immunization Branch. Quick sheets can be located at:
www.getimmunizedca.org.

- iv. Support investigation of infant pertussis cases. Inform LHD Maternal, Child and Adolescent program of each new infant case, and work together to contact the mother's prenatal care provider to determine barriers to prenatal Tdap vaccination. Follow up and assist the provider to meet the standard of care including providing strong recommendations for Tdap and a strong referral for Tdap (if Tdap is not offered on-site). See the prenatal Tdap program letter which sets forth a standard of care:
<http://www.cdph.ca.gov/HealthInfo/discond/Documents/CDPH-DHCSletterPrenatalTdap.pdf>
- v. Work collaboratively with LHD Communicable Disease Control staff and the CDPH Immunization Branch to address VPD outbreaks within the jurisdiction including: securing vaccine and assisting with the organization and implementation of efforts to vaccinate susceptible individuals; developing and disseminating messages to inform the public of the outbreak, prevention and availability of vaccine; organizing outreach events as needed; performing vaccine accountability and management; and reporting vaccine utilization.
- vi. For outbreak control activities, work with field representative and follow CDPH approval process for using 317 vaccines. Vaccine should only be administered for outbreak purposes if prior approval is given by CDPH.
- vii. For outbreak investigations that are multijurisdictional, ensure information on cases and exposed contacts is obtained in a timely matter and information on cases or contacts who reside in other jurisdictions is promptly provided to CDPH to provide to affected jurisdictions.

b. Performance Measures:

- i. Percentage of cases reported and followed up according to established timelines.

c. Reporting Requirements:

- i. Report on activities conducted as part of VPD outbreak control.
- ii. Report cases and suspected cases of VPDs to CDPH according to:
<http://www.cdph.ca.gov/HealthInfo/Documents/VPDReportingFromLHDsToCDPH.pdf>

7) Assess and Improve Compliance with Childcare and School Immunization Entry Requirements

Objective 7.1: Assist the CDPH Immunization Branch with assessing and improving compliance with Child Care and School Immunization Entry Requirements according to CDPH Immunization Branch guidelines and instructions.

a. Required Activities:

- i. In coordination with the CDPH Immunization Branch, provide guidance and encourage compliance with existing school and child care entry requirements and regulations by all child care centers and schools within the jurisdiction. The *Annual School Immunization Assessment Reporting and Follow-Up Policy* details LHD responsibilities (www.izcoordinators.org).

- ii. Promote child-care and school immunization entry requirements by conducting trainings and/or providing technical assistance for staff of child-care centers and schools, especially those reporting low rates of students with all required immunizations or demonstrating identified gaps or areas of improvement meeting immunization requirements, e.g., those schools with conditional entrant rates of 25% or greater.
- iii. Based on lists provided by the CDPH Immunization Branch, follow-up with childcare and school sites that do not complete the electronic Fall Assessment.
- iv. As requested, conduct selective review site visits to a sample of child care centers, kindergartens, and/or seventh-grade schools (cohort will rotate annually) identified by the CDPH Immunization Branch including interviewing staff, reviewing randomly selected student records, providing guidance regarding noncompliant students, and completing and submitting requested documentation.

b. Suggested Activities:

- i. Assist the schools in following up on conditional entrants until the students are brought up to date.
- ii. Provide guidance, including site visits as necessary, to address issues identified in schools grades pre-K through 12th.

c. Performance Measures:

- i. Percentage of school and child care sites in the jurisdiction which have completed the annual immunization assessment.
- ii. Percentage of conditional entrants into kindergartens.
- iii. Percentage of children with all required immunizations.

d. Reporting Requirements:

- i. Numbers of schools with whom the LHD worked to lower the proportions of conditional entrants or raise the proportions of students with all required immunizations.
- ii. Percentage of late responders that submitted paperwork.
- iii. Number of schools visited.

8) Improve and Maintain Preparedness for an Influenza Pandemic

Objective 8.1: Work with new and existing partners to increase demand for (and capacity to provide) seasonal influenza vaccine.

a. Required Activities:

- i. Utilize IZB-supplied influenza vaccine in accordance with State Influenza eligibility guidelines; promote and support the use of the vaccine throughout the jurisdiction by LHD facilities, community partners, or mass vaccination clinics.
- ii. Operate or support mass influenza clinics that include immunization of school-aged children.
- iii. Assist partners in using CAIR for submitting and viewing information on seasonal flu vaccine doses administered. Refer to 3.1.a.ii. regarding mandate

to enter IZB-supplied flu vaccine doses into CAIR.

b. Suggested Activities:

- i. Utilize IZB-supplied 317 vaccines to support a mass immunization exercise, in conjunction with preparedness partners.
- ii. Support efforts of FQHCs, public hospital outpatient clinics, and other health facilities that serve uninsured adults and routinely assess their influenza vaccine coverage data. Support these partners in improving their flu vaccine performance measures, using approaches such as expanded clinic hours, pre-booking state funded flu vaccine, and using CAIR or their EHRs for reminder/recall for patients at high risk for influenza complications.
- iii. Work with long-term care facilities to assess and improve flu immunization coverage levels of staff and residents, especially those that reported outbreaks in the prior flu season.
- iv. Work with prenatal care providers in the LHJ to ensure they stock flu vaccine (or make strong referrals to accessible other sites, such as pharmacies), assess the flu vaccination coverage of their pregnant patients, and make any needed improvements.
- v. Assist the IZB in follow up of VFC providers with inadequate flu vaccine ordering to cover their estimated patients' needs.
- vi. Work with jail medical providers to expand and support flu vaccination efforts of inmates.
- vii. Ensure flu vaccination messages are communicated via other organizations that reach persons at high risk of flu complications, such as WIC for pregnant women.
- viii. Work with healthcare facilities such as hospitals and clinics to improve influenza coverage of healthcare personnel.

c. Performance Measures:

- i. Number of individuals vaccinated for influenza.
- ii. Number of mass vaccination exercises completed.

d. Reporting Requirements:

- i. Number of influenza immunizations provided with state-funded vaccines and any administration fees or costs to patients.
- ii. Upon request throughout and after the influenza season, the number of doses of influenza administered, age groups of recipients, clinic settings for mass influenza clinics, and doses remaining in inventory.

Glossary of Acronyms

| Abbreviation or term | Definition |
|----------------------|--|
| 317 vaccine | Vaccine provided to LHD clinics and partners for uninsured adults and for outbreak purposes. |
| ACIP | Advisory Committee on Immunization Practices |
| AFIX | Assessment, Feedback, Incentive, eXchange |
| CAIR | California Immunization Registry |
| CDPH | California Department of Public Health |
| EHR | Electronic Health Record |
| HBsAg | Hepatitis B Surface Antigen |
| HBV | Hepatitis B Vaccine |
| HDAS | Health Department Authorized Sites |
| IZB | Immunization Branch (of CDPH) |
| IZB-supplied vaccine | Vaccine ordered through the CDPH Immunization Branch and supplied to LHD clinics or partners using state or federal (VFC and 317) funding sources. |
| LHD | Local Health Department |
| LHJ | Local Health Jurisdiction |
| PEP | Post Exposure Prophylaxis |
| VFC | Vaccines for Children Program |
| VPDs | Vaccine-Preventable Disease(s) |
| WIC | Women, Infants, and Children |

**CDPH Immunization Branch
 Funding Application for Immunization Branch Subvention Grant Funds**

Exhibit B - Budget

| | Budget (Year 1) 07/01/2017 to 06/30/2018 | Budget (Year 2) 07/01/2018 to 06/30/2019 | Budget (Year 3) 07/01/2019 to 06/30/2020 | Budget (Year 4) 07/01/2020 to 06/30/2021 | Budget (Year 5) 07/01/2021 to 06/30/2022 |
|--------------------------|---|---|---|---|---|
| I. County of _____ | \$ - | \$ - | \$ - | \$ - | \$ - |
| II. (Subgrantee, if any) | \$ - | \$ - | \$ - | \$ - | \$ - |
| Total | \$ - | \$ - | \$ - | \$ - | \$ - |

**Year 1 Budget, FY 2017-18 is 100% Prevention and Public Health Funds (PPHF) Funded*

***Program will provide funding source as it becomes available for the subsequent fiscal years.*

| | |
|---------------------------------------|-------------|
| Total Funding for 5-Year Term: | \$ - |
|---------------------------------------|-------------|

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9)
STD. 204 (Rev. 5/05) CDPH

| | | | | | | | | | |
|--|---|---|---|--|----------------|-----------------|------------------|-----------------------|-----------------------|
| 1 | <p>INSTRUCTIONS: Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement.</p> <p>NOTE: Governmental entities, federal, state, and local (including school districts), are not required to submit this form.</p> | | | | | | | | |
| 2 | <p>PAYEE'S LEGAL BUSINESS NAME (Type or Print)</p> <hr/> <table style="width:100%; border: none;"> <tr> <td style="width:50%; border: none;">SOLE PROPRIETOR—ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)</td> <td style="width:50%; border: none;">E-MAIL ADDRESS</td> </tr> <tr> <td style="border: none;">MAILING ADDRESS</td> <td style="border: none;">BUSINESS ADDRESS</td> </tr> <tr> <td style="border: none;">CITY, STATE, ZIP CODE</td> <td style="border: none;">CITY, STATE, ZIP CODE</td> </tr> </table> | | | SOLE PROPRIETOR—ENTER NAME AS SHOWN ON SSN (Last, First, M.I.) | E-MAIL ADDRESS | MAILING ADDRESS | BUSINESS ADDRESS | CITY, STATE, ZIP CODE | CITY, STATE, ZIP CODE |
| SOLE PROPRIETOR—ENTER NAME AS SHOWN ON SSN (Last, First, M.I.) | E-MAIL ADDRESS | | | | | | | | |
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| CITY, STATE, ZIP CODE | CITY, STATE, ZIP CODE | | | | | | | | |
| 3 | <p>ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): <input type="text" value="1"/> - <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/></p> <p>PAYEE ENTITY TYPE</p> <p><input type="checkbox"/> PARTNERSHIP</p> <p><input type="checkbox"/> ESTATE OR TRUST</p> <p><input type="checkbox"/> INDIVIDUAL OR SOLE PROPRIETOR</p> <p>CHECK ONE BOX ONLY</p> | <p>CORPORATION:</p> <p><input type="checkbox"/> MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.)</p> <p><input type="checkbox"/> LEGAL (e.g., attorney services)</p> <p><input type="checkbox"/> EXEMPT (nonprofit)</p> <p><input type="checkbox"/> ALL OTHERS</p> | <p>NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.</p> | | | | | | |
| | <p>ENTER SOCIAL SECURITY NUMBER: <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> - <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> - <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/> <input type="text" value=""/></p> <p style="text-align: center;">(SSN required by authority of California Revenue and Tax Code Section 18646)</p> | | | | | | | | |
| 4 | <p>PAYEE RESIDENCY TYPE</p> <p><input type="checkbox"/> California resident—qualified to do business in California or maintains a permanent place of business in California.</p> <p><input type="checkbox"/> California nonresident (see reverse side)—Payments to nonresidents for services may be subject to State income tax withholding.</p> <p><input type="checkbox"/> No services performed in California.</p> <p><input type="checkbox"/> Copy of Franchise Tax Board waiver of State withholding attached.</p> | | | | | | | | |
| 5 | <p>I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State agency below.</p> <table style="width:100%; border: none;"> <tr> <td style="width:50%; border: none;">AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)</td> <td style="width:50%; border: none;">TITLE</td> </tr> <tr> <td style="border: none;">SIGNATURE</td> <td style="border: none;">DATE</td> </tr> <tr> <td></td> <td style="border: none;">TELEPHONE ()</td> </tr> </table> | | | AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print) | TITLE | SIGNATURE | DATE | | TELEPHONE () |
| AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print) | TITLE | | | | | | | | |
| SIGNATURE | DATE | | | | | | | | |
| | TELEPHONE () | | | | | | | | |
| 6 | <p>Please return completed form to:</p> <p>Department/Office: <u>California Department of Public Health</u></p> <p>Unit/Section: <u>Immunization Branch</u></p> <p>Mailing Address: <u>850 Marina Bay Parkway, Bldg. P, 2nd Floor</u></p> <p>City/State/ZIP: <u>Richmond, CA 94804</u></p> <p>Telephone: <u>(510) 620-3737</u> FAX: <u>(510) 620-3774</u></p> | | | | | | | | |

E-Mail Address: _____

PAYEE DATA RECORD

STD. 204 (Rev. 8/08)_CDPH (Page 2)

| | | | | | | | |
|---|---|--|----------------|--|--------------------------------------|----------------|---|
| 1 | <p>Requirement to Complete Payee Data Record, STD. 204</p> <p>A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies.</p> <p>Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.</p> | | | | | | |
| 2 | <p>Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.</p> | | | | | | |
| 3 | <p>Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).</p> <p>The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).</p> | | | | | | |
| 4 | <p><u>Are you a California resident or nonresident?</u></p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:</p> <table border="0" data-bbox="180 1291 1534 1354"> <tr> <td>Withholding Services and Compliance Section:</td> <td>1-888-792-4900</td> <td>E-mail address: wscs.gen@ftb.ca.gov</td> </tr> <tr> <td>For hearing impaired with TDD, call:</td> <td>1-800-822-6268</td> <td>Website: www.ftb.ca.gov</td> </tr> </table> | Withholding Services and Compliance Section: | 1-888-792-4900 | E-mail address: wscs.gen@ftb.ca.gov | For hearing impaired with TDD, call: | 1-800-822-6268 | Website: www.ftb.ca.gov |
| Withholding Services and Compliance Section: | 1-888-792-4900 | E-mail address: wscs.gen@ftb.ca.gov | | | | | |
| For hearing impaired with TDD, call: | 1-800-822-6268 | Website: www.ftb.ca.gov | | | | | |
| 5 | <p>Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p> | | | | | | |
| 6 | <p>This section must be completed by the State agency requesting the STD. 204.</p> | | | | | | |
| <p>Privacy Statement</p> <p>Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.</p> <p>It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000.</p> <p>You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business.</p> <p>All questions should be referred to the requesting State agency listed on the bottom front of this form.</p> | | | | | | | |

Exhibit E
Additional Provisions

1. Cancellation / Termination

- A. This Grant may be cancelled by CDPH without cause upon thirty (30) calendar days advance written notice to the Grantee.
- B. CDPH reserves the right to cancel or terminate this Grant immediately for cause. The Grantee may submit a written request to terminate this Grant only if CDPH substantially fails to perform its responsibilities as provided herein.
- C. The term "for cause" shall mean that the Grantee fails to meet the terms, conditions, and/or responsibilities of this agreement. Causes for termination include, but are not limited to the following occurrences:
 - 1) If the Grantee knowingly furnishes any statement, representation, warranty, or certification in connection with the agreement, which representation is materially false, deceptive, incorrect, or incomplete.
 - 2) If the Grantee fails to perform any material requirement of this Grant or defaults in performance of this agreement.
 - 3) If the Grantee files for bankruptcy, or if CDPH determines that the Grantee becomes financially incapable of completing this agreement.
- D. Grant termination or cancellation shall be effective as of the date indicated in CDPH's notification to the Grantee. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. In the event of early termination or cancellation, the Grantee shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this Grant.
- F. In the event of termination, and at the request of CDPH, the Grantee shall furnish copies of all proposals, specifications, designs, procedures, layouts, copy, and other materials related to the services or deliverables provided under this Grant, whether finished or in progress on the termination date.
- G. The Grantee will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to this agreement after the effective date of termination.
- H. Upon receipt of notification of termination of this Grant, and except as otherwise specified by CDPH, the Grantee shall:
 - 1) Place no further order or subgrants for materials, services, or facilities.
 - 2) Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants.

Exhibit E
Additional Provisions

- 3) Upon the effective date of termination of the Grant and the payment by CDPH of all items properly changeable to CDPH hereunder, Grantee shall transfer, assign and make available to CDPH all property and materials belonging to CDPH, all rights and claims to any and all reservations, grants, and arrangements with owners of media/PR materials, or others, and shall make available to CDPH all written information regarding CDPH's media/PR materials, and no extra compensation is to be paid to Grantee for its services.
 - 4) Take such action as may be necessary, or as CDPH may specify, to protect and preserve any property related to this agreement which is in the possession of the Grantee and in which CDPH has or may acquire an interest.
- I. CDPH may, at its discretion, require the Grantee to cease performance of certain components of the Scope of Work as designated by CDPH and complete performance of other components prior to the termination date of the Grant.

2. Avoidance of Conflicts of Interest by Grantee

- A. CDPH intends to avoid any real or apparent conflict of interest on the part of the Grantee, subgrants, or employees, officers and directors of the Grantee or subgrants. Thus, CDPH reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Grantee to submit additional information or a plan for resolving the conflict, subject to CDPH review and prior approval.
- B. Conflicts of interest include, but are not limited to:
- 1) An instance where the Grantee or any of its subgrants, or any employee, officer, or director of the Grantee or any subgrant or has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the grant would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the grant.
 - 2) An instance where the Grantee's or any subgrant's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.
- C. If CDPH is or becomes aware of a known or suspected conflict of interest, the Grantee will be given an opportunity to submit additional information or to resolve the conflict. A Grantee with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by CDPH to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, the conflict will be grounds for terminating the grant. CDPH may, at its discretion upon receipt of a written request from the Grantee, authorize an extension of the timeline indicated herein.

Exhibit E
Additional Provisions

3. Dispute Resolution Process

- A. A Grantee grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Grantee and CDPH, the Grantee must seek resolution using the procedure outlined below.
- 1) The Grantee should first informally discuss the problem with the CDPH Program Grant Manager. If the problem cannot be resolved informally, the Grantee 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 Grantee'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 Grantee. The Branch Chief shall respond in writing to the Grantee indicating the decision and reasons therefore. If the Grantee disagrees with the Branch Chief's decision, the Grantee may appeal to the second level.
 - 2) When appealing to the second level, the Grantee must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Grantee shall include with the appeal a copy of the Grantee'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 Grantee 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 Grantee within twenty (20) working days of receipt of the Grantee's second level appeal.
- B. If the Grantee wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Grantee shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).
- C. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.
- D. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Grant Manager.
- E. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Grantee shall be notified in writing by the CDPH Grant Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

**Exhibit F
Federal Terms and Conditions**

(For Federally Funded Grant Agreements)

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

This exhibit contains provisions that require strict adherence to various contracting laws and policies.

Index of Special Terms and Conditions

1. Federal Funds
2. Federal Equal Employment Opportunity Requirements
3. Debarment and Suspension Certification
4. Covenant Against Contingent Fees
5. Air or Water Pollution Requirements
6. Lobbying Restrictions and Disclosure Certification
7. Additional Restrictions
8. Human Subjects Use Requirements
9. Financial and Compliance Audit Requirements
10. Audit and Record Retention
11. Federal Requirements

1. Federal Funds

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

- a. It is mutually understood between the parties that this Grant may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Grant were executed after that determination was made.
- b. This Grant is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Grant. In addition, this Grant is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Grant in any manner.
- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Grant shall be amended to reflect any reduction in funds.
- d. CDPH has the option to invalidate or cancel the Grant with 30-days advance written notice or to amend the Grant to reflect any reduction in funds.

2. Federal Equal Opportunity Requirements

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

- a. The Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Grantee will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or CDPH, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Grantee's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- b. The Grantee will, in all solicitations or advancements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
- c. The Grantee will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Grantee's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Grantee will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

- e. The Grantee will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Grantee's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Grantee may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Grantee will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subGrantee or vendor. The Grantee will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or CDPH may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Grantee becomes involved in, or is threatened with litigation by a subGrantee or vendor as a result of such direction by CDPH, the Grantee may request in writing to CDPH, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

3. Debarment and Suspension Certification

- a. By signing this Grant, the Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.
- b. By signing this Grant, the Grantee certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and
 - (4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
 - (5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

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

- c. If the Grantee is unable to certify to any of the statements in this certification, the Grantee shall submit an explanation to the CDPH Program Contract Manager.
- d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
- e. If the Grantee knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDPH may terminate this Agreement for cause or default.

4. **Covenant Against Contingent Fees**

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

5. **Air or Water Pollution Requirements**

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

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

6. **Lobbying Restrictions and Disclosure Certification**

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

a. **Certification and Disclosure Requirements**

- (1) Each person (or recipient) who requests or receives a grant, subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.
- (2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a grant or any extension or amendment of that grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.
- (3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:
 - (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;

- (b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
 - (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- (4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a grant or subgrant exceeding \$100,000 at any tier under a grant shall file a certification, and a disclosure form, if required, to the next tier above.
- (5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDPH Program Contract Manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

7. Additional Restrictions

Grantee shall comply with the restrictions under Division F, Title V, Section 503 of the Consolidated Appropriations Act, 2012 (H.R. 2055), which provides that:

"SEC. 503.(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control."

8. Human Subjects Use Requirements

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

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

9. Financial and Compliance Audit Requirements

By signing this Agreement, the Contractor/Subcontractor agrees to abide by all requirements specified in 2 CFR 200, *et seq.*, 2 CFR 400, *et seq.*, and 45 CFR, 75, *et seq.*, as applicable, including but not limited to obtaining an annual audit, and any subsequent federal regulatory additions or revisions.

- a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.
- b. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code section 38030).
- c. The Contractor, as indicated below, agrees to obtain one of the following audits:
 - (1) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives \$25,000 or more from any State agency under a direct service contract or agreement; the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
 - (2) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives less than \$25,000 per year from any State agency under a direct service contract or agreement, the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
 - (3) If the Contractor is a State or Local Government entity or Nonprofit organization (as defined in 2CFR Part 200) and expends \$750,000 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 2CFR Part 200. An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:
 - (a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or
 - (b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.
 - (4) If the Contractor submits to CDPH a report of an audit other than a single audit, the Contractor must also submit a certification indicating the Contractor has not expended \$750,000 or more in federal funds for the year covered by the audit report.
- d. Two copies of the audit report shall be delivered to the CDPH program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the

CDPH Program Contract Manager shall forward the audit report to CDPH's Audits and Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.

- e. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Contractor's total revenue. The CDPH program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.
- f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.
- g. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.
- h. Nothing in this provision limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.
- i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.
- j. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.
- k. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

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

10. Audit and Record Retention

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

- a. The Contractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- b. The Contractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- c. Contractor agrees that CDPH, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896).

- d. The Contractor 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 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 may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.
- g. The Contractor shall, if applicable, comply with the Single Audit Act and the audit reporting requirements set forth in Title 2 of the Code of Federal Regulations, Part 200 (2CFR Part 200).

11. Federal Requirements

Grantor agrees to comply with and shall require all subgrantees, if any, to comply with all applicable Federal requirements including but not limited to the United States Code, the Code of Federal Regulations, the Funding Opportunity Announcement, the Notice of Award, the funding agreement, and any memoranda or letter regarding the applicable Federal requirements.

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH
CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

City of Long Beach
Name of Grantee

Patrick H. West
Printed Name of Person Signing for Grantee

17-10325
Contract / Grant Number

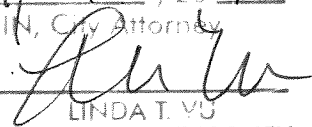

Signature of Person Signing for Grantee

1/24/18
Date

City Manager
Title

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

California Department of Public Health
Program
P.O. Box 997377, MS XXX
Sacramento, CA 95899-XXXX

APPROVED AS TO FORM
1/24, 2018
CHARLES PARKIN, City Attorney
By 
LINDA T. VU
DEPUTY CITY ATTORNEY

CDPH reserves the right to notify the Grantee in writing of an alternate submission address.

CERTIFICATION REGARDING LOBBYING

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

Approved by OMB
0348-0046

| | | | |
|---|--|--|--|
| <p>1. Type of Federal Action:</p> <ul style="list-style-type: none"> <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance | <p>2. Status of Federal Action:</p> <ul style="list-style-type: none"> <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award | <p>3. Report Type:</p> <ul style="list-style-type: none"> <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <p>For Material Change Only: Year _____ quarter _____ date of last report _____</p> | |
| <p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier ____, if known:</p> <p>Congressional District, if known:</p> | <p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p> | | |
| <p>6. Federal Department/Agency</p> | <p>7. Federal Program Name/Description:</p> <p>CDFA Number, if applicable: _____</p> | | |
| <p>8. Federal Action Number, if known:</p> | <p>9. Award Amount, if known:</p> <p>\$ _____</p> | | |
| <p>10.a. Name and Address of Lobbying Registrant (If Individual, last name, first name, MI):</p> | <p>b. Individuals Performing Services (including address if different from 10a. (Last name, First name, MI):</p> | | |
| <p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection; required disclosure shall be subject to a not more than \$100,000 for each such failure.</p> | <p>Signature: _____</p> | | |
| | <p>Print Name: _____</p> | | |
| | <p>Title: _____</p> | | |
| | <p>Telephone No.: _____ Date: _____</p> | | |
| <p>Federal Use Only</p> | | <p>Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)</p> | |

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

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

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

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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