

# AGENDA TRANSMITTAL FORM

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
April 9, 2013	

To: Board of Supervisors

Date: March 20, 2013

Resol

From: Susan C. Grijalva

Phone Ext. 380

(Department Head - please type)

Department Head Signature

Susan C. Grijalva

Agenda Title:

Williamson Act - LeFevre

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)

Resolution acknowledging receipt of Notice of Non-renewal for a portion of California Land Conservation Act Contract No. 35 (APN 001-030-018), submitted by Rene F. LeFevre and Patricia M. LeFevre, trustees of The LeFevre Trust.

Recommendation/Requested Action:

**Adopt resolution acknowledging receipt of Notice of Non-renewal.**

Fiscal Impacts (attach budget transfer form if appropriate)

n/a

Staffing Impacts n/a

Is a 4/5ths vote required?

Yes

No

Contract Attached:

Yes

No

N/A

Resolution Attached:

Yes

No

N/A

Ordinance Attached

Yes

No

N/A

Comments:

Committee Review?

N/A

Name

Committee Recommendation:

Request Reviewed by:

Chairman

Rus

Counsel

Auditor

EOR

GSA Director

HCP

CAO

JG

Risk Management

JTW

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)

Return to Planning for recordation.

### FOR CLERK USE ONLY

Meeting Date

April 9, 2013

Time

9 a.m.

Item #

3A

Board Action: Approved Yes \_\_\_ No \_\_\_

Unanimous Vote: Yes \_\_\_ No \_\_\_

Ayes: \_\_\_\_\_

Resolution \_\_\_\_\_

Ordinance \_\_\_\_\_

Other: \_\_\_\_\_

Noes: \_\_\_\_\_

Resolution \_\_\_\_\_

Ordinance \_\_\_\_\_

Absent: \_\_\_\_\_

Comments: \_\_\_\_\_

Distributed on

Completed by

A new ATF is required from

Department

For meeting

of

I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors.

ATTEST: \_\_\_\_\_

Clerk or Deputy Board Clerk

Recording requested by:  
BOARD OF SUPERVISORS  
When recorded send to:  
PLANNING DEPARTMENT

---

**BEFORE THE BOARD OF SUPERVISORS OF THE  
COUNTY OF AMADOR, STATE OF CALIFORNIA**

IN THE MATTER OF:

RESOLUTION ACKNOWLEDGING RECEIPT OF )  
NOTICE OF NONRENEWAL FOR A PORTION OF )  
CALIFORNIA LAND CONSERVATION ACT ) RESOLUTION NO. 13-XXX  
CONTRACT NO. 35, FROM RENE F. LEFEVRE & )  
PATRICIA M. LEFEVRE, TRUSTEES FOR THE )  
LEFEVRE TRUST )

BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California, that said Board does hereby acknowledge receipt of a Notice of Nonrenewal for a portion of California Land Conservation Act Contract No. 35, from Rene F. LeFevre & Patricia M. LeFevre, Trustees of The LeFevre Trust, as attached hereto, and authorize the Clerk of the Board to sign said notice and cause it to be recorded with the County Recorder.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 9th day of April, 2013, by the following vote:

AYES:

NOES:

ABSENT:

---

Chairman, Board of Supervisors

ATTEST:

JENNIFER BURNS, Clerk of the  
Board of Supervisors, Amador County,  
California

By: \_\_\_\_\_

Recording requested by:  
BOARD OF SUPERVISORS  
When recorded send to:  
PLANNING DEPARTMENT

### NOTICE OF NON-RENEWAL

(This form must be completed, all owner's signatures notarized, and the form returned to the Amador County Planning Department, 810 Court Street, Jackson, CA 95642.)

This is to notify the County of Amador that pursuant to California Government Code Section 51245, that a portion of the land conservation contract on the property herein described will not be renewed as of **January 1, 2014** and will expire on **January 1, 2023**. The legal description of the affected land subject to said non-renewal is attached as Exhibit A.

Land Conservation Contract No. 35 (portion of)

Agricultural Preserve Map No. 161

Assessor's Parcel No(s). 001-030-018-000

Original Owner(s): Ima A. Taylor

Current Owner(s)/Address: The Le Fevre Trust  
2473 North Robinhood Place  
Orange, CA 92867-1852

*(All original and current owners must be listed)*

By execution hereof, the undersigned parties declare under penalty of perjury that they constitute and are all of the fee title owners of the property described herein, and are, or are the successors-in-interest of, the owners of such property who entered into the Land Conservation Contract.

Signature of each current owner (Attach Acknowledgements for each signature)

Dated: 2/21/13

The Le Fevre Trust

By: Rene F. Le Fevre *Trust*  
Rene F. Le Fevre, co-trustee

By: Patricia M. Le Fevre *Trustee*  
Patricia M. Le Fevre, co-trustee

(NOTARY ACKNOWLEDGMENT ATTACHED)

The County of Amador Planning Department has advised the Clerk of the Board of Supervisors that the foregoing Notice of Non-renewal applies to a portion of the following Land Conservation Contract:

Land Conservation Contract No. **35 (portion of)**

Recorded on **December 15, 1972** as Document No. **7766**, in Book **236** at page **530**, records of the Amador County Recorder.

Agricultural Preserve Map No. **161**

Name(s) of Original Owner(s): **Ima A. Taylor**

Names of Current Owners(s): The Le Fevre Trust  
Rene F. Le Fevre, co-trustee  
Patricia M. LeFevre, co-trustee  
2473 North Robinhood place  
Orange, CA 92867-1852

According to the information provided, such Notice of Non-renewal was served upon the County of Amador by filing the completed Notice with the appropriate processing fees with the Board of Supervisors of the County of Amador on **February 28, 2013**.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Jennifer Burns, Clerk of the Board of  
Supervisors, Amador County, California

*(Attach notary acknowledgement for each of the above signatures)*



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

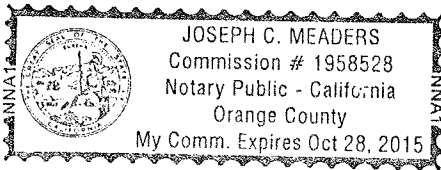
State of California

County of Orange

On 2-21-2013 before me, Joseph C. Meaders, Notary Public,  
Date Here Insert Name and Title of the Officer

personally appeared Rene F. LeFevre And Patricia M. LeFevre  
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Joseph C Meaders  
Signature of Notary Public

Place Notary Seal Above

**OPTIONAL**

*Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.*

**Description of Attached Document**

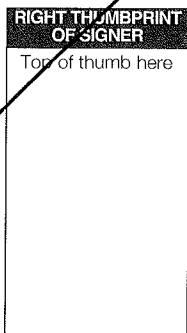
Title or Type of Document: Notice of Non-Renewal

Document Date: 2-21-13 Number of Pages: 2

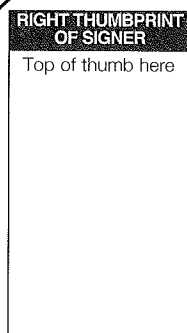
Signer(s) Other Than Named Above: N/A

**Capacity(ies) Claimed by Signer(s)**

Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Individual  
 Partner —  Limited  General  
 Attorney in Fact  
 Trustee  
 Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_



Signer's Name: \_\_\_\_\_  
 Corporate Officer — Title(s): \_\_\_\_\_  
 Individual  
 Partner —  Limited  General  
 Attorney in Fact  
 Trustee  
 Guardian or Conservator  
 Other: \_\_\_\_\_  
Signer Is Representing: \_\_\_\_\_



## EXHIBIT A

### NOTICE OF NON-RENEWAL

#### LEGAL DESCRIPTION FOR THE LE FEVRE TRUST

A parcel of land situated in the County of Amador, State of California, being a portion of Section 26, Township 8 North, Range 9 East, Mount Diablo Meridian; being also a portion of that certain parcel of land delineated and designated "89.47 ACRES", upon that certain official map entitled "RECORD OF SURVEY OF THE LANDS OCCUPIED BY A.E. TAYLOR", recorded in the office of the Recorder of Amador County in Book 16 of Maps and Plats at page 45; more particularly described as follows:

Beginning at the Northwest corner of the hereinabove referred to 89.47 Acre parcel of land, said point being the approximate centerline of the Consumnes River as said river existed upon the ground in July, 1970; thence, from said point of beginning, along the North line of said 89.47 Acre parcel of land, being also along the approximate centerline of said Consumnes River, South 41° 50' 19" East 146.46 feet; thence South 85° 20' 14" East 200.00 feet; thence South 89° 20' 19" East 300.00 feet; thence North 67° 39' 41" East 275.00 feet; thence, leaving the approximate centerline of said Consumnes River, continuing along the North line of said 89.47 Acre parcel of land, South 45° 04' 50" East 80.00 feet to two Cottonwood trees at a fence angle; thence South 87° 06' 41" East 560.78 feet to a ½ inch pipe tagged L.S. 3570 next to a 6 inch Live Oak tree fence corner marking the Northeast corner of said 89.47 acre parcel of land; thence, along the East and North lines of said 89.47 Acre parcel of land, South 00° 45' 24" West 1291.05 feet to a 24 inch forked White Oak tree at a fence corner; thence South 87° 31' 11" East 1048.36 feet; thence, leaving the North and East lines of said 89.47 Acre parcel of land, South 62° 31' 36" West 1541.81 feet to a point on the West line of said 89.47 Acre parcel of land, said point being also in the centerline of that certain County road known as Latrobe County Road; thence, along the West line of said 89.47 Acre parcel of land, being also the centerline of said Latrobe County Road, from a tangent which bears North 24° 34' 52" East, along the arc of a curve to the left, having a radius of 300 feet, through a central angle of 47° 21' 04", for an arc length of 247.93 feet; thence North 22° 46' 12" West 81.76 feet; thence, along the arc of a curve to the left, having a radius of 700 feet, through a central angle of 33° 12' 07", for an arc length of 405.64 feet; thence, along the arc of a curve to the right, having a radius of 700 feet, through a central angle of 29° 19' 19", for an arc length of 358.24 feet; thence North 26° 39' 00" West 652.21 feet; thence, along the arc of a curve to the left, having a radius of 700 feet, through a central angle of 10° 40' 02", for an arc length of 130.33 feet; thence North 37° 19' 02" West 401.79 feet; thence, leaving the centerline of said Latrobe County Road, continuing along the West line of said 89.47 Acre parcel of land, North 02° 15' 38" West 252.35 feet to the point of beginning; containing 47.595 acres of land, more or less.

# AGENDA TRANSMITTAL FORM

To: Board of Supervisors

*Resol*

Date: April 2, 2013

From: Diane Blanc, Director of Human Resources  
(Department Head - please type)

Phone Ext. 473

Department Head Signature *Diane Blanc*

- Regular Agenda
- Consent Agenda
- Blue Slip
- Closed Session

Meeting Date Requested:  
04/09/13

Agenda Title: Employee Years of Service Recognition

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)  
Requesting BOS approval of the attached Resolution as it relates to recognizing employees who have reached 20, 30, 35, and 40 years of service with the County of Amador in 2013.

Recommendation/Requested Action:  
Approval

Fiscal Impacts (attach budget transfer form if appropriate)  
N/A

Staffing Impacts  
\_\_\_\_\_

Is a 4/5ths vote required? Yes  No

Contract Attached: Yes  No  N/A   
Resolution Attached: Yes  No  N/A   
Ordinance Attached: Yes  No  N/A

Committee Review? N/A

Name \_\_\_\_\_  
Committee Recommendation: \_\_\_\_\_

Comments: \_\_\_\_\_

Request Reviewed by:

Chairman *[Signature]* Counsel \_\_\_\_\_  
Auditor *[Signature]* GSA Director *[Signature]*  
CAO *[Signature]* Risk Management *[Signature]*

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)  
HR;

### FOR CLERK USE ONLY

Meeting Date April 9, 2013 Time 9 a.m. Item # 3B

Board Action: Approved Yes \_\_\_ No \_\_\_ Unanimous Vote: Yes \_\_\_ No \_\_\_  
Ayes: \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_ Other: \_\_\_\_\_  
Noes \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_  
Absent: \_\_\_\_\_ Comments: \_\_\_\_\_

Distributed on \_\_\_\_\_  
Completed by \_\_\_\_\_  
of \_\_\_\_\_

A new ATF is required from \_\_\_\_\_  
Department \_\_\_\_\_  
For meeting \_\_\_\_\_  
of \_\_\_\_\_

I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors.  
ATTEST: \_\_\_\_\_  
Clerk or Deputy Board Clerk

Save ....

**BEFORE THE BOARD OF SUPERVISORS OF THE  
COUNTY OF AMADOR, STATE OF CALIFORNIA**

**IN THE MATTER OF:**

RESOLUTION RECOGNIZING EMPLOYEES WHO ) RESOLUTION NO. 13-XXX  
HAVE REACHED TWENTY, THIRTY, THIRTY-FIVE )  
AND FORTY YEARS OF SERVICE WITH THE )  
COUNTY OF AMADOR IN 2013 )

**BE IT RESOLVED** by the Board of Supervisors of the County of Amador, State of California, that said Board does hereby recognize and express its sincere gratitude to those employees who, in 2013, have served the community of Amador for forty (40) years: *Rhonda D'Agostini*; and

**BE IT FURTHER RESOLVED** that the Board of Supervisors would like to recognize and express its sincere gratitude to those employees who, in 2013, have served the community of Amador for thirty-five (35) years: *Mari Galino*; *Susan Grijalva*; and

**BE IT FURTHER RESOLVED** that the Board of Supervisors would like to recognize and express its sincere gratitude to those employees who, in 2013, have served the community of Amador for thirty (30) years: *Jon Hopkins*; and

**BE IT FURTHER RESOLVED** that the Board of Supervisors would like to recognize and express its sincere gratitude to those employees who, in 2013, have served the community of Amador for twenty (20) years: *Janice Barela*; *Michele Carney*; *Julie A. Fisher*; *Kim Grady*; *Teresa Sheridan* and *Robert Wurm*; and

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 9<sup>th</sup> day of April 2013, by the following vote:

AYES: Richard M. Forster, Theodore F. Novelli, Brian Oneto, John Plasse and  
Louis D. Boitano  
NOES: None  
ABSENT: None

\_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST:  
JENNIFER BURNS, Clerk of the  
Board of Supervisors, Amador County,  
California

# AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: April 3, 2013

From: Diane Blanc, Director of Human Resources  
(Department Head - please type)

Phone Ext. 473

- |                                     |                |
|-------------------------------------|----------------|
| <input type="checkbox"/>            | Regular Agenda |
| <input checked="" type="checkbox"/> | Consent Agenda |
| <input type="checkbox"/>            | Blue Slip      |
| <input type="checkbox"/>            | Closed Session |

Meeting Date Requested:  
04/09/13

Department Head Signature 

Agenda Title: National Volunteer Week April 21st to April 27th

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)  
Resolution proclaiming the week of April 21st to April 27th as National Volunteer Week and recognizing the invaluable service volunteers provide to our community.

Recommendation/Requested Action:

**Approval**

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

N/A

Is a 4/5ths vote required? Yes  No

Contract Attached: Yes  No  N/A   
Resolution Attached: Yes  No  N/A   
Ordinance Attached: Yes  No  N/A

Committee Review? N/A

Name \_\_\_\_\_

Committee Recommendation: \_\_\_\_\_

Comments: \_\_\_\_\_

Request Reviewed by:

Chairman \_\_\_\_\_ Counsel \_\_\_\_\_

Auditor \_\_\_\_\_ GSA Director \_\_\_\_\_

CAO \_\_\_\_\_ Risk Management \_\_\_\_\_

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)

HR

### FOR CLERK USE ONLY

Meeting Date March 9, 2013 Time 9 a.m. Item # 3C

Board Action: Approved Yes \_\_\_ No \_\_\_ Unanimous Vote: Yes \_\_\_ No \_\_\_

Ayes: \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_ Other: \_\_\_\_\_

Noes \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_

Absent: \_\_\_\_\_ Comments: \_\_\_\_\_

Distributed on \_\_\_\_\_

A new ATF is required from \_\_\_\_\_

I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors.

Completed by \_\_\_\_\_

Department \_\_\_\_\_  
For meeting \_\_\_\_\_  
of \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Clerk or Deputy Board Clerk

**BEFORE THE BOARD OF SUPERVISORS OF THE  
COUNTY OF AMADOR, STATE OF CALIFORNIA**

IN THE MATTER OF:

RESOLUTION RECOGNIZING NATIONAL	)	RESOLUTION NO. 13-xxx
VOLUNTEER RECOGNITION WEEK	)	
APRIL 21 <sup>ST</sup> THROUGH APRIL 27 <sup>TH</sup>	)	

BE IT RESOLVED by the Board of Supervisors of the County of Amador, State of California, that said Board does hereby recognize National Volunteer Recognition Week April 21<sup>st</sup> through April 27<sup>th</sup>, 2013; and

BE IT FURTHER RESOLVED that the Board of Supervisors would like to express its sincere gratitude to all the volunteers who have generously offered their valuable time to serve the community of Amador County.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Amador at a regular meeting thereof, held on the 9<sup>th</sup> day of April, 2013 by the following vote:

AYES: Supervisors Richard M. Forster, Theodore F. Novelli, Brian Oneto,  
John Plasse and Louis D. Boitano

NOES: None

ABSENT: None

\_\_\_\_\_  
Chairman, Board of Supervisors

ATTEST:

JENNIFER BURNS, Clerk of the  
Board of Supervisors, Amador County,  
California

\_\_\_\_\_

# AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: April 2, 2013

From: Richard M. Forster, Chairman  
(Department Head - please type)

Phone Ext. 470

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
<u>April 9, 2013</u>	

Agmt

Department Head Signature \_\_\_\_\_

Agenda Title: Amendment to Area 12 Agency on Aging Joint Exercise of Powers Agreement (JPA)

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)  
Request approval an Amendment to the Area 12 Agency on Aging Joint Exercise of Powers Agreement (JPA) Modifying the Advisory Council Meeting Requirement contained in Article III, C., (3) from Ten Times in Each Calendar Year to Six Times in Each Calendar Year.

Recommendation/Requested Action:

Approval of Amendment

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

Is a 4/5ths vote required? Yes  No

Contract Attached: Yes  No  N/A   
Resolution Attached: Yes  No  N/A   
Ordinance Attached: Yes  No  N/A

Committee Review? N/A

Name \_\_\_\_\_

Committee Recommendation: \_\_\_\_\_

Comments: \_\_\_\_\_

Request Reviewed by:

Chairman *R. Forster*

Counsel \_\_\_\_\_

Auditor *E. J. ...*

GSA Director *Hop*

CAO *...*

Risk Management *...*

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)

Pauline White-Area 12 Agency;

### FOR CLERK USE ONLY

Meeting Date April 9, 2013 Time 9 a.m. Item # 4A

Board Action: Approved Yes \_\_\_ No \_\_\_ Unanimous Vote: Yes \_\_\_ No \_\_\_

Ayes: \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_ Other: \_\_\_\_\_

Noes: \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_

Absent: \_\_\_\_\_ Comments: \_\_\_\_\_

Distributed on \_\_\_\_\_  
Completed by \_\_\_\_\_  
of \_\_\_\_\_

A new ATF is required from \_\_\_\_\_  
Department \_\_\_\_\_  
For meeting \_\_\_\_\_  
of \_\_\_\_\_

I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors.  
ATTEST: \_\_\_\_\_  
Clerk or Deputy Board Clerk





A Joint Powers Agency serving the counties of  
Alpine · Amador · Calaveras · Mariposa · Tuolumne

Your Senior Resource Connection

March 13, 2013

**DIRECT SERVICES**

- Chore
- Family Caregiver Support Program
- Health Insurance Counseling & Advocacy Program (HICAP)
- Homemaker
- Information & Assistance
- Medication Management
- Multipurpose Senior Services Program (MSSP)
- Nutrition Education
- Personal Care
- Preventive Health/Senior Exercise
- Residential Repair

**CONTRACTED SERVICES**

- Chore
- Elder Abuse Prevention
- Homemaker
- Legal Assistance
- Ombudsman
- Residential Repair
- Senior Meal Program
- Congregate/Restaurant/Home Delivered
- Transportation

TO: Amador County Board of Supervisors  
FROM: Pauline White, Exec. Director, Area 12 Agency on Aging  
RE: Amendment to Area 12 Agency on Aging JPA

Attached is an Amendment to the Area 12 Agency on Aging Joint Exercise of Powers Agreement (JPA) Modifying the Advisory Council Meeting Requirement contained in Article III, C., (3) from Ten Times in Each Calendar Year to Six Times in Each Calendar Year. Amador County is a member county of the JPA between the counties of Amador, Calaveras, Mariposa and Tuolumne created for the purpose of sponsoring the Area Agency on Aging to implement the Older Americans Act as Amended. Each County Board of Supervisors has one voting board member on the JPA.

The Area 12 Agency on Aging Advisory Council discussed modifying their meeting requirement at their September 17, 2012, and December 6, 2012, meetings. It was decided that for economic and business reasons, meeting at least six times each year would be favorable and allow for responsibilities to be met. The attached Amendment was brought before the JPA Board at their February 7, 2013, meeting, Action Item VI, C. It was moved by Director Richard Forster and seconded by Director John Carrier to approve the JPA Amendment with a vote of 4-0-0. The Amendment now comes before each county Board of Supervisors for approval.

I am asking for your consideration and approval of the attached Amendment to the Area 12 Agency on Aging JPA. Page two provides a place for Board Chairperson Signature and Attest. If approved, please mail a copy of the signed Amendment and Signatory forms to our office, attention Pauline White. Thank you.

Please contact me with any questions regarding this matter.

Sincerely,

Pauline White, Executive Director  
Area 12 Agency on Aging  
209 532-6272 ext. 200





**AMENDMENT TO  
“JOINT EXERCISE OF POWERS AGREEMENT BETWEEN THE COUNTIES OF AMADOR,  
CALAVERAS, TUOLUMNE, AND MARIPOSA FOR THE PURPOSE OF SPONSORING THE AREA  
AGENCY ON AGING TO IMPLEMENT THE OLDER AMERICANS ACT AS AMENDED”**

This Amendment, shall become effective upon the signature of each of the representatives of the counties of Amador, Calaveras, Tuolumne, and Mariposa.

**WITNESSETH**

**WHEREAS**, the “Joint Exercise of Powers Agreement Between the Counties of Amador, Calaveras, Tuolumne, and Mariposa for the Purpose of Sponsoring the Area Agency on Aging to Implement the Older Americans Act as Amended” was adopted on October 6, 1987, hereinafter referred to as “Joints Powers Agreement”, and

**WHEREAS**, the Joint Powers Agreement was revised October 18, 1987, and

**WHEREAS**, the Joint Powers Agreement was revised November 5, 1987, and

**WHEREAS**, the Joint Powers Agreement was revised July 27, 1995, and

**WHEREAS**, the member counties desire to further revise and amend the Joint Powers Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants and conditions hereinafter contained, the counties of Amador, Calaveras, Tuolumne, and Mariposa hereby agree as follows:

1. The Joint Powers Agreement shall be amended by modifying the meeting schedule contained in Article III, C., (3) from ten times in each calendar year to six times in each calendar year:

**Responsibilities of the Advisory Council**

- (3) Meet at least six times in each calendar year.

This amendment is adopted pursuant to Article XVIII Amendment of this Agreement of the Joint Powers Agreement.

2. In all other respects, the Joint Powers Agreement shall remain in full force and effect.

ATTEST:

**COUNTY OF AMADOR:**

\_\_\_\_\_  
Jennifer Burns  
Clerk of the Board of Supervisors

\_\_\_\_\_  
Board of Supervisors, Chairperson

ATTEST:

**COUNTY OF CALAVERAS:**

\_\_\_\_\_  
Madaline Krska  
Clerk of the Board of Supervisors

\_\_\_\_\_  
Board of Supervisors, Chairperson

ATTEST:

**COUNTY OF MARIPOSA:**

\_\_\_\_\_  
Rene LaRoche  
Clerk of the Board of Supervisors

\_\_\_\_\_  
Board of Supervisors, Chairperson

ATTEST:

**COUNTY OF TUOLUMNE:**

\_\_\_\_\_  
Alicia Jamar  
Clerk of the Board of Supervisors

\_\_\_\_\_  
Board of Supervisors, Chairperson

# AGENDA TRANSMITTAL FORM

To: **Board of Supervisors**

Date: March 21, 2013

From: James Foley - Health & Human Services Director

(Department Head - please type)

Phone Ext. 625

Department Head Signature \_\_\_\_\_

- Regular Agenda
- Consent Agenda
- Blue Slip
- Closed Session

Meeting Date Requested:

April 9, 2013

Agenda Title:

2013 Title X Federal Funding Contract Renewal with the California Family Health Council, Inc.

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)

Annual renewal of the Title X Family Planning Program contract with the California Family Health Council, Inc., (CFHC) for calendar year 2013 Federal funding.

This agreement is entered into between the California Family Health Council, Inc., and the Contractor, Amador County Public Health Department. Term of agreement is January 1, 2013 through December 31, 2013. The maximum obligation from the CFHC is \$55,800.

The funding under this contract shall be used for Family Planning Services. The Contractor shall, in a satisfactory and proper manner as determined by CFHC, perform the functions and services described in the Statement(s) of Work attached.

Recommendation/Requested Action:

Authorize chairman to sign contract

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts none

none

Is a 4/5ths vote required?

Yes

No

Contract Attached:

Yes

No

N/A

Resolution Attached:

Yes

No

N/A

Ordinance Attached

Yes

No

N/A

Comments: \_\_\_\_\_

Committee Review?

N/A

Name \_\_\_\_\_

Committee Recommendation: \_\_\_\_\_

Request Reviewed by:

Chairman [Signature]

Counsel \_\_\_\_\_

Auditor [Signature]

GSA Director [Signature]

CAO [Signature]

Risk Management [Signature]

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)

Return to Public Health - Attn: Penny Stone, Risk (electronically)

### FOR CLERK USE ONLY

Meeting Date

April 9, 2013

Time

9 a.m.

Item #

4B

Board Action: Approved Yes \_\_\_ No \_\_\_

Unanimous Vote: Yes \_\_\_ No \_\_\_

Ayes: \_\_\_\_\_

Resolution \_\_\_\_\_

Ordinance \_\_\_\_\_

Other: \_\_\_\_\_

Noes: \_\_\_\_\_

Resolution \_\_\_\_\_

Ordinance \_\_\_\_\_

Absent: \_\_\_\_\_

Comments: \_\_\_\_\_

Distributed on \_\_\_\_\_

A new ATF is required from \_\_\_\_\_

Department

For meeting

of \_\_\_\_\_

I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors.

ATTEST: \_\_\_\_\_

Clerk or Deputy Board Clerk

Completed by \_\_\_\_\_

**SUBRECIPIENT AGREEMENT  
AGREEMENT NUMBER 1360-5320-71209-13**

This Subrecipient Agreement, also known as the Delegate Agency Agreement (“the Agreement”) is hereby entered into by and between the California Family Health Council (“CFHC”), and **Amador County Public Health Department** (“Subrecipient”) (individually “the Party” and collectively “the Parties”), to set forth the objectives, understandings, and agreements between the Parties in connection with the subaward of Title X grant funds as described herein.

**WHEREAS**, CFHC has received a grant (the “Grant”) pursuant to Title X of the Public Health Services Act (“PHS”), CFDA #93.217, for the purpose of providing comprehensive sexual and reproductive health services, including family planning services; and

**WHEREAS**, CFHC is authorized by the U.S. Department of Health and Human Services (“DHHS”), Office of Population Affairs (“OPA”), and desires to execute an agreement with Subrecipient to support the provision of Title X services to residents of Subrecipient’s geographic area; and

**WHEREAS**, Subrecipient is appropriately licensed and qualified and desires to enter into this Agreement with CFHC and agrees to deliver the services described herein in accordance with the terms and conditions set forth below;

**NOW THEREFORE**, in consideration of the mutual promises and covenants herein contained and intending to be legally bound hereby, CFHC and Subrecipient agree as follows:

**ARTICLE I: TYPE OF AGREEMENT**

This Agreement is a subaward of federal funds awarded by CFHC to Subrecipient. It is a cost-reimbursement agreement that will pay Subrecipient for allowable costs as provided for in the applicable cost principles issued by the Office of Management and Budget (“OMB”): 2 C.F.R. part 230, “Cost Principles for Non-Profit Organizations” (formerly OMB Circular A-122), 2 C.F.R. part 225, “Cost Principles for State, Local, and Indian Tribal Governments” (formerly OMB Circular A-87), and 2 C.F.R. part 220, “Cost Principles for Educational Institutions” (formerly OMB Circular A-21).

**ARTICLE II: SCOPE OF WORK**

A. Scope of Services.

1. Subrecipient shall, in a manner satisfactory to CFHC, make available to all individuals the services provided under the Title X program (“Clients”), including comprehensive sexual and reproductive services, except for abortion, and such other services as are reflected in the Scope of Work, attached hereto and incorporated by reference herein as

Attachment A (the “Family Planning Services”).

2. Subrecipient shall establish and implement policies and procedures governing personnel, financial management, and programmatic management, as specified more fully in 45 C.F.R. Part 74 or 45 C.F.R. Part 92, as applicable. Such policies and procedures shall be consistent with: (i) CFHC’s Title X grant, as approved by DHHS; (ii) requirements of the Title X statute and implementing regulations, as well as all requirements of all Title X related laws and regulations; (iii) other applicable federal and State laws and regulations, including procurement laws and OMB Circulars; (iv) DHHS and/or OPA Program Guidance, Program Instructions; and (v) CFHC’s policies and procedures applicable to Title X.

B. Program Modification.

Subrecipient may make changes to staff and location of its Family Planning services, provided that Subrecipient shall notify CFHC in writing within ten (10) working days of any such change in key staff or any address change or closure of a Title X clinic site location.

**ARTICLE III: FINANCIAL PROVISIONS**

A. Amount of Award.

In consideration of the services to be delivered by as described in Article II herein, CFHC shall pay Subrecipient a total amount not to exceed **\$55,800** (the “Title X Award”) during the term of this Agreement, provided that funds are available for this purpose under the Grant. Subrecipient is only entitled to receive reimbursement for its actual, allowable costs and is not entitled to any payments over and above its actual, allowable cost of operating the Title X program provided for herein.

B. Financial Systems.

Subrecipient shall maintain financial systems in accordance with United States Generally Accepted Accounting Principles (“U.S. GAAP”) and, as applicable, 45 C.F.R. § 74.20 *et seq.* or 45 C.F.R. § 92.20 *et seq.*

C. Budget.

1. The approved annual budget plan and cost allocation methodology statement is attached hereto and incorporated by reference herein as Attachment B: Approved Budget and Cost Allocation Methodology Statement.

2. Subrecipient may make modifications to the budget included in Attachment B, provided that such modification does not require prior approval pursuant to 45 C.F.R. § 74.25 or 45 C.F.R. § 92.25, as applicable, and that any request for modification is submitted to CFHC by January 11, 2014. Approval of a requested modification does not alter or extend the reporting

due dates as set forth in Attachment C: Subrecipient Reporting Requirements, attached hereto and incorporated by reference herein.

3. If Subrecipient has an approved DHHS negotiated indirect cost rate, Subrecipient may use such rate only after it has provided current documentation of the approved rate to CFHC. If Subrecipient uses a non-approved indirect cost rate, Subrecipient will be limited to the lesser of its indirect cost rate or 21.2% of total direct costs less capital equipment, subcontracts, and patient care.

D. Non-Federal Share.

Pursuant to 42 C.F.R. § 59.7, Subrecipient must provide non-federal matching share in the amount of not less than ten percent (10%) of the Title X Award ("Matching Requirement").

E. Cost Allowability.

1. Subrecipient expressly understands and agrees that the allowability of costs shall be determined in accordance with 2 C.F.R. parts 230, 225, or 220, as applicable. Subrecipient is liable for payment of any costs incurred by Subrecipient under this Agreement that may be disallowed by CFHC, DHHS, or other appropriate federal officials. As such, Subrecipient shall be obliged to remit to CFHC any funded amounts which were paid pursuant to this Article III and used to cover disallowed costs. If Subrecipient fails to remit such amounts within thirty (30) days, CFHC may offset such amount against future funding obligations by CFHC or take any other action available to it under law to reclaim such amount.

2. CFHC agrees that, in the event that DHHS disallows any cost incurred by Subrecipient under this Agreement, CFHC will, at Subrecipient's request and subject to CFHC's determination that the appeal will not be frivolous and will not be contrary to the best interests of CFHC, pursue appropriate administrative appeals to DHHS, provided Subrecipient agrees to pay all costs associated with the appeal and will promptly pay into an escrow account such amount as CFHC deems appropriate to cover the disallowed costs and appeal costs, including attorney's fees and interest penalties. Subrecipient agrees to cooperate fully with CFHC in providing documentation and other supporting material relevant to such a determination. If applicable, payment of questioned costs may be withheld by CFHC until the questions are resolved; however, CFHC shall issue payment of all otherwise properly documented and allowable costs not in question in accordance with Article III, Section F of this Agreement.

F. Payment.

1. Subrecipient shall furnish CFHC with reports of its costs by the 25th of the month following the end of each calendar quarter. If the 25th falls on a weekend or holiday, then the report will be due on the next business day.

2. Payment will be made based on Subrecipient's timely submission of financial and performance reports required herein, and approval by CFHC of such reports. Accordingly, within thirty (30) days of receipt and approval of such report, CFHC shall reimburse Subrecipient for properly documented and allowable costs under this Agreement.

3. This Agreement is subject to the availability of federal grant funds to CFHC. CFHC shall promptly notify Subrecipient, in writing, of any modification, payments, delays, or cancellations of said DHHS grant. The Title X Award may be reduced if DHHS reduces the Grant for any reason.

4. Notwithstanding any other provision of this Agreement, Subrecipient understands and agrees that should Subrecipient fail to expend its Title X Award, CFHC reserves the right to reallocate the Title X Award to ensure that funds are expended efficiently. CFHC shall review the Subrecipient's use of the Title X Award at the beginning of the fourth quarter of the Term, and upon determination that the Title X Award is not being expended efficiently or will not be expended fully during the Agreement's term, CFHC may, in its sole discretion, reallocate all or a portion of Subrecipient's Title X Award to another organization. Subrecipient understands and agrees that it may not carry over any non-obligated portion of its Title X Award to the next grant year.

#### **ARTICLE IV: TECHNICAL ASSISTANCE**

CFHC shall provide Subrecipient with support and technical assistance that CFHC, in its sole discretion, deems necessary and appropriate, regarding Subrecipient's responsibilities set forth in this Agreement.. The provision of any technical assistance does not, however, relieve or reduce Subrecipient's responsibility for compliance with any of the terms and conditions of this Agreement. In addition, Subrecipient shall participate in CFHC's annual Title X Business Meeting and any other Title X-related trainings, quality assurance initiatives and service enhancements developed by DHHS, OPA, and/or CFHC, as required by CFHC.

#### **ARTICLE V: TERM**

This Agreement shall be in effect from January 01, 2013 through December 31, 2013, or unless the Agreement is terminated or suspended at an earlier date in accordance with Article X of this Agreement.

#### **ARTICLE VI: GENERAL PROGRAM REPORTING AND OTHER REQUIREMENTS**

##### **A. Reporting.**

1. Subrecipient shall maintain and furnish to CFHC financial and programmatic information and reports (in such forms as CFHC may reasonably prescribe) as required under 45 C.F.R. § 74.50 *et seq.* or 45 C.F.R. § 92.40 *et seq.*, as applicable, and set forth herein in Attachment C.

2. Subrecipient shall cooperate with and, as reasonably requested, assist CFHC in the development and preparation of those portions of the Federal Financial Report (“FFR”), as well as other required reports, which pertain to Subrecipient’s activities under this Agreement. Such reports shall be prepared according to the timeframes established by CFHC and shall be reviewed and revised in accordance with the directives of CFHC. Such reports shall be approved, signed and submitted to DHHS, or the appropriate authorities, by CFHC.

3. Notwithstanding Article III, in the event that Subrecipient fails to deliver the required reports at the appropriate times, or otherwise comply with the terms of this Agreement, it is agreed that CFHC may, upon reasonable notice, suspend reimbursements to Subrecipient until such reports’ are delivered to and approved by CFHC or Subrecipient fully complies with the terms of this Agreement.

B. Record Keeping and Access.

1. Subrecipient shall maintain financial records, supporting documents, statistical records, and all other books, documents, papers or other records pertinent to this Agreement for a period of three (3) years from the date of CFHC’s submission of the annual financial report covering the funds awarded hereunder, or for such other period as may be specifically required by 45 C.F.R. § 74.53 or 45 C.F.R. § 92.42, as applicable. If an audit, litigation, or other action involving the records is started before the end of the three (3) year period, Subrecipient agrees to maintain the records until the end of the three (3) year period or until the audit, litigation, or other action is completed, whichever is later. Client medical records must be retained in accordance with state and federal regulations. Records for real property and equipment acquired with Title X funds shall be retained for three (3) years after final disposition.

2. Subrecipient shall make available to CFHC, DHHS, the Comptroller General, or any of their duly authorized representatives, upon appropriate notice, such books, records, reports, documents, and papers that are pertinent to the award for audit, examination, excerpt, transcription, and copy purposes, for as long as such records, reports, books, documents, and papers are retained. This right also includes timely and reasonable access to Subrecipient’s facility and to Subrecipient’s personnel for the purpose of interview and discussion related to such documents. Subrecipient shall, upon request, transfer certain records to the custody of CFHC or DHHS.

C. Monitoring/Oversight/Assessment.

1. Subrecipient agrees to permit CFHC and/or DHHS to evaluate, through inspection or other means, the quality, appropriateness, and timeliness of services delivered under this Agreement and to assess Subrecipient’s compliance with applicable legal and programmatic requirements. If CFHC identifies and notifies Subrecipient of any instances of Subrecipient non-compliance with the terms of this Agreement, or otherwise in the operation of Subrecipient’s Program, CFHC shall notify Subrecipient of such deficiencies, and may ask for a corrective



action plan. CFHC, in its sole discretion, may offer to provide technical assistance to Subrecipient in order to correct or eliminate such deficiencies. Additionally, CFHC shall grant Subrecipient a reasonable time period to correct or eliminate such deficiencies; provided that in no case shall the time allowed exceed six (6) months from the date of notice of the deficiency.

2. Subrecipient agrees to permit CFHC and DHHS to evaluate, through inspection or other means, the quality, appropriateness, and timeliness of services delivered pursuant to this Agreement. CFHC may, at its discretion, conduct periodic, announced or unannounced monitoring visits to ensure program and administrative compliance with Title X goals and the scope of work under this Agreement, and to ensure compliance with all applicable requirements.

D. Audit.

1. Annually, at the end of each Subrecipient fiscal year, Subrecipient shall have an external audit (the "Audit") performed, including of its Title X Award, in accordance with the provisions of OMB Circular A-133, if applicable, and U.S. GAAP.

2. Upon receipt of the report resulting from the Audit, Subrecipient shall submit to CFHC (and to any other agency, as directed by CFHC) a copy of such report. In addition, if necessary, Subrecipient shall provide to CFHC any corrective action plan resulting from the findings of the audit within the earlier of thirty (30) days of Subrecipient's receipt of the audit report(s), or nine (9) months after the end of the audit period. CFHC shall review and evaluate the audit results, including Subrecipient's corrective action plan, where such a plan is necessary. CFHC reserves the right to request additional information regarding Subrecipient's corrective action plan. Subrecipient agrees to promptly implement such corrective action plan, including any recommendations made by CFHC.

**ARTICLE VII: CALIFORNIA STATE BILLING REQUIREMENTS**

A. Required Billing Numbers.

Subrecipient must have all National Provider Identification ("NPI") numbers necessary to bill Family Planning Services it will provide pursuant to this Agreement. Subrecipient is required to identify both Medi-Cal and Family PACT eligible patients and bill services for these patients to the Medi-Cal and Family PACT programs, as applicable.

B. Medications Billed to Third Parties.

Funding provided by this contract may not be allocated for any medications that are also billed to a third party.

**ARTICLE VIII: CENTRALIZED DATA SYSTEM**

A. CFHC’s Data System.

CFHC maintains a Centralized Data System (“CDS”) to collect and securely store data regarding services provided to Title X Clients at clinic sites throughout California. CFHC shall maintain the CDS, monitor the quality of agency data submission, develop action plans (“CDS Action Plans”), provide data management services, and provide ongoing CDS-related support to Subrecipients.

B. Subrecipient Responsibilities for CDS.

Subrecipient is responsible for:

1. Completion of all steps in any CDS Action Plan within a mutually agreed timeframe tailored to the Subrecipient’s capabilities and resources. The CDS Action Plan may require the modification of Subrecipient’s registration forms, data entry screens, and or billing instruments. The CDS Action Plan may also require modifications to the Subrecipient’s payment management system (“PMS”) or electronic health records (“EHR”) system to identify client visit records (“CVR”) of eligible Title X clients and export files in CDS-compatible formats, as well as completing Software Release Forms to enable CDS staff to work directly with agency software vendors, as applicable;
2. Submission by the 25th of the month of CVR export files, including error corrections;
3. Notification within thirty (30) days to CFHC if the CDS audit report is inconsistent with the export file;
4. Notification within thirty (30) days to CFHC of the addition, deletion, or modification of any data codes included in the agency’s submission;
5. Notification to CFHC of clinic site closure(s) or changes in key personnel in accordance with Article II, Section B of this Agreement.
6. Manual updates of Semi-Annual Progress Report tables with any aggregate data not submitted through CDS.

**ARTICLE IX: OWNERSHIP OF PROPERTY ACQUIRED  
UNDER THIS AGREEMENT**

A. Equipment and Supplies.

1. Subrecipient’s purchase, use and disposition of property, equipment and supplies

is governed by, 45 C.F.R. § 74.33 *et seq.*, 45 C.F.R. § 92.32 *et seq.*, as applicable, and related DHHS policies.

2. Subrecipient shall maintain adequate property records, as well as effective inventory, control, and maintenance procedures. Subrecipient will be responsible for replacing or repairing equipment for which it is accountable if lost, damaged or destroyed due to negligence on the part of the Subrecipient, or failure to secure appropriate insurance, or noncompliance with property management regulations or instructions of CFHC or its funding source. For the purposes of this Agreement, "equipment" is defined as any item purchased with Title X Award funds with a useful life of more than one (1) year with a per unit acquisition cost of \$5000 or more, unless Subrecipient uses a lower limit. Subrecipient shall submit a list with the required elements from 45 C.F.R. Part 74 or Part 92, as applicable, of all such equipment to CFHC forty-five (45) days after the Agreement ends (the "Equipment Inventory List").

3. CFHC reserves the right to require transfer of property acquired with funds awarded under this Agreement as provided in 45 C.F.R. § 74.34 and 45 C.F.R. § 92.32.

B. Copyrightable Material.

1. If any copyrightable material is developed in the course of or under this Agreement, CFHC and DHHS shall have a royalty-free, non-exclusive and irrevocable right to reproduce, publish, and authorize others to reproduce or publish, or otherwise use such material.

2. Subrecipient must obtain CFHC's prior written approval to copyright any such material or to permit any third party to do so.

3. Subrecipient must appropriately acknowledge federal grant support (i.e., from CFHC or DHHS) in any such publication.

4. CFHC and the funding source reserve the right to conduct its own examination of materials produced under this contract. If, upon examination any materials are deemed inappropriate, CFHC reserves the right to recall these materials from public distribution.

**ARTICLE X: SUSPENSION AND TERMINATION**

A. Suspension.

Suspension means any action by CFHC that temporarily suspends payments under this Agreement. CFHC may, after providing notice to Subrecipient, suspend this Agreement for failure to comply with reporting requirements set forth in Article VI for a period not to exceed thirty (30) days, pending corrective action by Subrecipient.

B. Termination Without Cause.

Either Party may terminate this Agreement for any reason by giving the other party at least thirty (30) days' written notice, unless otherwise required herein.

C. Termination by CFHC.

1. CFHC may, by giving written notice to Subrecipient specifying the effective date, terminate this Agreement, in whole or in part, for cause. The term "cause" for termination shall include, but not be limited to:

- a. Failure in any material respect, for any reason, of Subrecipient to fulfill, in a timely and proper manner, its obligations under the Agreement, including non-compliance with the approved Family Planning Services and applicable laws, regulations, policies and procedures, including reporting requirements, provided that Subrecipient shall have thirty (30) days to correct such failure (which period may be extended in the sole discretion of CFHC) after receiving notice of the failure thereof from CFHC;
- b. Submission by Subrecipient to CFHC of reports that are incorrect or incomplete in any material respect, provided that Subrecipient shall have fifteen (15) days to correct such submission (which period may be extended in the sole discretion of CFHC) after receiving notice of the defect therein from CFHC;
- c. Improper use of Title X-obligated funds, or CFHC's reasonable belief that the Title X Award paid hereunder has been or will be misappropriated, or used for the purpose of providing abortions, in which case this Agreement shall terminate immediately;
- d. Suspension or termination of the Grant under which this Agreement is made, or a portion thereof;
- e. The occurrence of, or criminal indictment for, any act or omission by Subrecipient that is reasonably determined by CFHC to be materially detrimental to the reputation, operation or activities of CFHC;
- f. The loss of required insurance by Subrecipient;
- g. The loss or suspension of any license or other authorization to do business that is necessary for Subrecipient to perform services under this Agreement;
- h. The omission or commission of any act or conduct for which a license or authorization is necessary for Subrecipient to perform its duties under this Agreement may be revoked or suspended (regardless of whether such suspension or revocation actually occurs);

- i. Any material change in the legal or financial condition of Subrecipient that reasonably indicates that Subrecipient will be unable to perform as required under this Agreement;
- j. The suspension or debarment of Subrecipient; or
- k. The good faith determination by CFHC that the health, welfare or safety of clients receiving care provided by Subrecipient is jeopardized by the continuation of the Agreement.

D. Termination by Subrecipient.

1. Subrecipient may terminate this Agreement for cause by giving written notice to CFHC specifying the effective date. The term "cause" for termination shall include, but not be limited to:

- a. Failure of CFHC to provide payment in accordance with Article III, provided that CFHC shall have fifteen (15) days to correct such breach (which period may be extended in the sole discretion of Subrecipient), and provided that all funds provided to Subrecipient pursuant to Article III have been exhausted; or
- b. Application of special terms and conditions to the Grant by DHHS or CFHC, with which Subrecipient is unable or unwilling to comply.

E. Termination Procedures.

1. Should this Agreement be terminated before the end of the Term by either party, Subrecipient agrees to comply with the following closeout procedures:

- a. Subrecipient shall submit all financial, performance and other reports as required by the terms and conditions of the Agreement. At its sole discretion, CFHC may approve or deny extensions when requested by the Subrecipient.
- b. Unless an extension is granted, Subrecipient shall liquidate all obligations incurred pursuant to this Agreement no later than ninety (90) calendar days after the funding period or date of completion as specified in the Agreement.
- c. CFHC will make payments for allowable costs incurred prior to termination only after all required documentation has been received and approved.

2. In the event of termination of this Agreement, either in whole or in part, all property, finished or unfinished documents, data, studies, and/or reports purchased or prepared by the Subrecipient under this Agreement shall, at the option of CFHC, become its property or be

disposed of and Subrecipient shall be entitled to compensation for any unreimbursed expenses necessarily incurred in satisfactory performance of this contract. Notwithstanding the above, Subrecipient shall not be relieved of liability to CFHC for damages sustained by CFHC by virtue of any breach of this Agreement by Subrecipient, and CFHC may withhold any reimbursement to Subrecipient for the purpose of offset until such time as the exact amount of damages due CFHC from Subrecipient is agreed upon or otherwise determined.

3. CFHC, by the rules and regulations set by its funding source, reserves the right to determine ownership of any and all equipment purchased by Subrecipient during the course of this Agreement. Ownership will be determined after Subrecipient has submitted an Equipment Inventory in accordance with Article IX of this Agreement.

#### **ARTICLE XI: RELATIONSHIP; INDEMNIFICATION**

##### **A. Relationship of Parties.**

1. During the term of this Agreement, CFHC and Subrecipient shall remain separate and independent entities. None of the provisions of this Agreement are intended to create, nor shall be deemed or construed to create any relationship between or among the Parties other than that of independent entities. Except as otherwise provided, neither of the Parties shall be construed to be the agent, partner, co-venturer, employee or representative of the other Party.

2. Subrecipient is an independent contractor and, therefore, is not covered by, or entitled to, any insurance (including Worker's Compensation coverage for Subrecipient's employees) or other benefits maintained by CFHC for its officers, agents, or employees.

##### **B. Indemnification.**

1. Subrecipient hereby agrees to indemnify, defend and hold harmless CFHC, its affiliates, officers, directors, employees and agents against any and all liability, loss, damages or expenses that CFHC, its affiliates, officers, directors, employees or agents may hereinafter sustain, incur or be required to pay (including court costs and attorney fees) arising from the acts or omissions of Subrecipient, its officers, employees, agents or representatives in connection with the performance of or failure to perform its obligations under this Agreement, except to the extent caused by or resulting from the negligence or willful misconduct of CFHC.

2. CFHC hereby agrees to indemnify, defend and hold harmless Subrecipient, its affiliates, officers, directors, employees and agents against any and all liability, loss, damage or expense that Subrecipient, its affiliates, officers, directors, employees or agents may hereinafter sustain, incur or be required to pay (including court costs and attorneys' fees) arising from the acts or omissions of Grantee, its officers, employees, agents or representatives in connection with the performance or failure to perform its obligations under this Agreement, except to the extent caused by or resulting from the negligence or willful misconduct of Subrecipient.

3. The obligations of this Section shall survive termination of this Agreement.

#### **ARTICLE XII: DISPUTE RESOLUTION**

The Parties shall first attempt to resolve any dispute arising under this Agreement by informal discussions between the Parties, subject to good cause exceptions, including, but not limited to, disputes determined by either Party to require immediate relief (*i.e.*, circumstances which may result in a misappropriation of Title X funds). Any dispute that has not been resolved by informal discussions between the Parties within a reasonable period of time after the commencement of such discussion (not to exceed thirty (30) days), may be resolved by any means available.

#### **ARTICLE XIII: INSURANCE**

##### **A. Subrecipient Insurance Requirements.**

1. Subrecipient agrees to secure and maintain, or cause to be secured and maintained, during the Term of this Agreement and as appropriate, the insurance coverage set forth as follows:

- a. General Liability: coverage of at least \$1,000,000 per occurrence and \$3,000,000 annual aggregate against general liability endorsed for premises-operations, products/completed operations, contractual, property damage, and personal injury liability;
- b. Workers' Compensation: in accordance with applicable law;
- c. Professional Liability: coverage of at least \$1,000,000 against professional liabilities for itself and its employed health care practitioners which may occur as a result of services provided by Subrecipient's health care practitioners; and
- d. Fidelity: coverage adequate to protect against loss due to employee dishonesty.

##### **B. Additional Insurance Provisions.**

1. CFHC will be named as a co-insured or additional insured on all of Subrecipient's insurance policies showing the above coverage amounts and effective dates.

2. If Subrecipient's professional liability insurance is written in a "claims made", as opposed to an "occurrence" form, Subrecipient agrees to purchase or otherwise make arrangements for a "tail" or extended disclosure period policy for all activities so insured during the course of this Agreement.

3. Within ten (10) days after execution of this Agreement, Subrecipient will provide CFHC with certificates of insurance for the above required coverages. Subrecipient shall promptly provide CFHC with written notice of any ineligibility determination, suspension, revocation or other action or change relevant to the insurance requirements set forth above. Subrecipient may provide all or a portion of the required coverage through programs of self-insurance as allowed by California law.

#### **ARTICLE XIV: CONFIDENTIALITY**

In accordance with prevailing federal and state of California confidentiality statutes, regulations, customs and usage, canons, or code of professional ethics, the Parties (and their employees, agents, and contractors) shall not disclose, except to each other, any proprietary information, professional secrets or other information, records, data and data elements (including, but not limited to, protected health information as defined by the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”)) collected and maintained in the course of carrying out responsibilities under this Agreement, unless either Party receives prior written authorization to do so from the other Party or as authorized or required by law; provided that, nothing contained herein shall be construed to prohibit CFHC or DHHS from obtaining, reviewing, and auditing any information, record, data, and data elements to which it is lawfully entitled. All confidential obligations contained herein (including those pertaining to information transmitted orally) shall survive termination of this Agreement.

#### **ARTICLE XV: CONFLICT OF INTEREST**

A. Written Conflict of Interest Policy.

Subrecipient shall maintain a written conflict of interest policy that includes provisions to ensure that no employee, officer, or agent shall participate in the administration of the Title X Award if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, consultant, or member of Subrecipient’s Board of Directors uses his/her position for purposes that are, or give the appearance of being, motivated by the possibility of private gain for himself, herself, or others, such as those with whom they have family, business, or personal ties.

B. Subrecipient Employees.

Subrecipient shall ensure that no employee shall be paid as a staff member and a consultant.



## ARTICLE XVI: GOVERNING LAWS

### A. Grant-Related Laws, Regulations, and Policies.

This Agreement shall be governed and construed in accordance with applicable federal and state laws, regulations, and policies, including, but not limited to:

1. The Title X Statute (42 U.S.C. § 300 *et seq.*, as amended);
2. The Title X Regulations (42 C.F.R. part 59, Subpart A);
3. The terms and conditions of the Grant, as well as relevant Program Guidelines and Program Instructions issued by DHHS and OPA;
4. The Transparency Act (2 C.F.R. Part 170);
5. 45 C.F.R. Part 74 or 45 C.F.R. Part 92 (DHHS Grants Administration regulations), as applicable; and
6. 2 C.F.R. part 230, "Cost Principles for Non-Profit Organizations" (formerly OMB Circular A-122), 2 C.F.R. part 225, "Cost Principles for State, Local, and Indian Tribal Governments" (formerly OMB Circular A-87), and 2 C.F.R. part 220, "Cost Principles for Educational Institutions" (formerly OMB Circular A-21), as applicable.

### B. Compliance with other Applicable Law.

In connection with the provision of services pursuant to this Agreement, Subrecipient agrees:

1. to comply with the Civil Rights Act of 1964 and all other federal, state, or local laws, rules, and orders prohibiting discrimination. Consistent with the foregoing, Subrecipient agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in U.S. Department of Labor regulations (42 C.F.R. Part 60);
2. if this Agreement is for more than \$100,000, to comply with applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 U.S.C. § 7401 *et seq.*) and the Federal Water Pollution Control Act (33 U.S.C. § 1251 *et seq.*), as amended;
3. if this Agreement is for more than \$100,000, to comply with the Sections 102 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §327 *et seq.*), as amended; and
4. to make positive efforts to utilize small businesses, minority-owned firms and women's business enterprises in connection with any subcontracted work performed hereunder,

whenever possible.

C. Compliance with State and Local Laws.

Subrecipient shall comply with all applicable laws, ordinances, and codes of the state of California and local governments in the performance of the Agreement, including all licensing standards and all applicable professional standards.

**ARTICLE XVII: CERTIFICATIONS AND ACKNOWLEDGEMENTS**

A. Certifications.

Subrecipient hereby certifies:

1. That neither it, nor any of its principal employees, has been debarred, excluded or suspended from participation in Medicare, Medicaid or in federally-funded contracts, in accordance with Executive Order 12549 and Executive Order 12689, entitled "Debarment and Suspension," and any applicable implementing regulations;

2. That it has not and will not use federal funds to pay any person or organization for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1342, and that it will disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal contract, grant, or other award;

3. That its employees providing Title X Family Planning Services shall not be exempt from any State law requiring notification or the reporting of child abuse, child molestation, sexual abuse, rape, or incest, and that it will comply with all federal anti-trafficking laws, including the Trafficking Victims Protection Act of 2000 (Pub. L. 106-586), as amended, and 22 U.S.C. § 7104;

4. That it will encourage family participation in the decision of minors to seek Family Planning Services and that it provides counseling to minors on how to resist attempts to coerce minors into engaging in sexual activities;

5. That no Title X Award funds shall be used to perform abortions or to supplant any funds used to perform abortions;

6. That if Subrecipient also provides abortions, it has implemented CFHC's policy and procedure ("Separation Policy"), which is attached hereto as Attachment D to keep all funds provided under the Title X Award wholly separate and apart from any funds used to provide abortions and to prevent any commingling of such funds; and

7. That it does not, and will not, during the term of this Agreement, advertise, advocate, or promote abortion as a method of family planning, or receive any fee or any other consideration as payment for referrals for abortion services.

B. Acknowledgments.

Subrecipient hereby acknowledges:

1. That any violation of certifications five (5), six (6), and/or seven (7) of this Article's Section A above will result in immediate termination of this Agreement by CFHC; and

2. That this Agreement is nonexclusive in nature, and CFHC retains the authority to contract with other parties for the delivery of Family Planning Services in Subrecipient's geographic area.

**ARTICLE XVIII: NOTICES**

All notices required to be given under this Agreement shall be in writing, and delivered in person or sent by facsimile, overnight courier or certified mail, return receipt requested, postage prepaid, or electronic mail to the following addresses:

CFHC: California Family Health Council  
Attn: Richard Reetz  
3600 Wilshire Blvd., Suite 600  
Los Angeles, CA 90010

Subrecipient: Amador County Public Health Department  
Attn: Penny Stone  
10877 Conductor Boulevard  
Suite 400  
Sutter Creek, CA 95685

The foregoing addresses may be changed and/or additional persons may be added thereto by notifying the other Parties hereto in writing and in the manner hereinafter set forth.

**ARTICLE XIX: MISCELLANEOUS**

A. Severability. The provisions of this Agreement are not severable. In the event that any one or more provisions of this Agreement are deemed null, void, illegal or unenforceable, the Parties shall renegotiate or terminate the remaining provisions of this Agreement unless the Parties mutually agree in writing that the invalidity, illegality or unenforceability of said provision does not materially change the obligations of the Parties under this Agreement. In the event that the Parties reach such an agreement, this Agreement shall be construed in all respects

as if such invalid or unenforceable provisions have been omitted.

B. Third Party Beneficiaries. This Agreement was created by the Parties solely for their benefit and is not intended to confer upon any person or entity other than the Parties any rights or remedies hereunder.

C. Assignment. The rights, obligations and responsibilities established herein shall not be assigned, subcontracted, or transferred by either Party without the express prior written consent of the other Party.

D. Entire Agreement. This Agreement represents the complete understanding of the Parties with regard to the subject matter. This Agreement supersedes any other agreements or understandings between the Parties, whether oral or written, relating to the subject matter of this Agreement. No such other agreements or understandings may be enforced by either Party or employed for interpretation purposes in any dispute involving this Agreement.

E. Amendments. Any amendment to this Agreement shall be in writing and signed by both Parties. Except for the specific provision of this Agreement which thereby may be amended, this Agreement shall remain in full force and effect after such amendment.

F. Headings and Construction. All headings contained in this Agreement are for reference purposes only and are not intended to affect in any way the meaning or interpretation of this Agreement.

G. Waiver. Performance of any obligation required of a party hereunder may be waived only by a written waiver signed by the other party, which waiver shall be effective only with respect to the specific obligations described therein. The waiver of a breach of any provision shall not operate or be construed as a waiver of any subsequent breach.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement:

**California Family Health Council**

**Amador County Public Health Department**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print: Nina Clymer, RN, MBA

Print: Richard Forster

Title: Chief Operating Officer

Title: Chairman, Board of Supervisors

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

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

**Attachment A: Scope of Work**

Subrecipient shall provide the services required under this Agreement, in accordance with the following OPA Program Priorities for FY 2013:

1. Assuring the delivery of quality family planning and related preventive health services, where evidence exists that those services should lead to improvement in the overall health of individuals, with priority for services to individuals from low-income families. This includes ensuring that grantees have the capacity to train staff throughout their Title X projects, and that project staff have received training on Title X program requirements;
2. Expanding access to a broad range of acceptable and effective family planning methods and related preventive health services in accordance with Title X program requirements and nationally recognized standards of care. These services include, but are not limited to, natural family planning methods, infertility services, services for adolescents, breast and cervical cancer screening, and sexually transmitted disease (STD) and HIV prevention education, testing, and referral. The broad range of services does not include abortion as a method of family planning;
3. Emphasizing the importance of discussing a reproductive life plan with all family planning clients, and providing preconception health services as a part of family planning services, as appropriate;
4. Addressing the comprehensive family planning and other health needs of individuals, families, and communities through outreach to hard-to-reach and/or vulnerable populations, and partnering with other community-based health and social service providers that provide needed services; and
5. Identifying specific strategies for adapting delivery of family planning and reproductive health services to a changing health care environment including addressing provisions of the Affordable Care Act (ACA). This includes, but is not limited to, increasing the capacity of Title X service sites to utilize health information technologies that will enhance their ability to bill third party payers.

Specifically, the Subrecipient shall provide the services and items set forth herein:

## Statement of Work (SOW)

### Administrative Goal and Objectives

**Administrative Goal:** Strengthen the overall quality of the Family Planning Program and its ability to meet the needs of the community.

**Objective 1** Implement or maintain a review process of all agency functions, in order to ensure high quality Family Planning services and compliance with all Title X Guidelines by December 31, 2013, as evidenced by completion of activities 1A through 1I.

Number	Activity	Job Title	Evaluation
1.A	Ensure that administrative policies and procedures are in place to facilitate effective and efficient management and governance.	PHN Supervisor, Medical Director	Policies and procedures maintained and reviewed at program evaluations. Desk audits determined by CFHC staff.
1.B	Review Family Planning Program policies and procedures on an annual basis. Policies and procedures must include training for clinical, program, and other designated staff on mandatory reporting of child abuse and human trafficking as per OPA Program Instructions 11.01. Providers of abortion services will provide Title X family planning services in accordance with the CFHC Separation of Family Planning and Abortion Services Policy.	PHN Supervisor, Medical Director	Meeting minutes maintained and reviewed at program evaluations and desk audits.
1.C	Obtain annual systematic client feedback through client satisfaction surveys inclusive of all sites.	PHN Supervisor	Client satisfaction surveys conducted, summarized and acted upon. Reviewed at program evaluations and desk audits.
1.D	Maintain and update a community needs assessment inclusive of the Family Planning Program on a periodic basis (at least once every 5 years) to define agency's role in the community.	PHN Supervisor	Community needs assessment inclusive of the Family Planning Program maintained. CNA is reviewed at program evaluations.
1.E	The Title X Family Planning Program is implemented with input from individuals representative of served community and knowledgeable of community needs.	PHN Supervisor	Advisory Board meeting minutes reflect materials review, approval and maintained and reviewed at program evaluations and desk audits.
1.F	Maintain and update current clinical and client education protocols which include but are not limited to: reproductive health care and appropriate primary care, disability, domestic violence, emergency care, pregnancy counseling and testing, birth control methods, STI/HIV and flu vaccinations.	PHN Supervisor, PHN II, Medical Director	Protocols maintained and staff updates are reviewed at program evaluations and desk audits.
1.G	Document procedures for the identification and referral of patients with the following problems: high blood pressure, HIV positive, domestic violence, and substance using/abusing.	PHN Supervisor, PHN II	Protocols and referral policies maintained. Reviewed during program evaluations.

<b>1.H</b>	Maintain a Continuous Quality Improvement (CQI) System that will, through medical records review at each site and inclusive of all providers, determine if all essential elements of reproductive health care, medical and appropriate education and counseling services are being provided at all Title X sites. <b>CFHC Performance Measure.</b>	PHN Supervisor, PHN II, Medical Director	Minutes of the Continuous Quality Improvement (CQI) medical team maintained. CQI is reviewed at program evaluations and desk audits.
<b>1.I</b>	Provide family planning data through the Centralized Data System (CDS) for the purpose of contract reporting and performance measurement.	PHN II, PHN Supervisor, Medical Director, Nurse Midwife/Practitioner, Translator/Admin Asst II	Centralized Data System (CDS) data submitted per the contract and/or agency action plan.

**Clinical Goal and Objectives**

**Clinical Goal:** Provide comprehensive clinical reproductive health services to Title X clients of reproductive age to plan and space their pregnancies.

**Objective 1:** Provide Family Planning education and medical services to eligible individuals per the Federal Poverty Guidelines, by December 31, 2013, as evidenced by completion of activities 1A through 1H.

Number	Activity	# of Clients	Job Title	Evaluation
1. A	Document and report the poverty status of family planning clients.	580	PHN Supervisor, Translator/Admin Tech II	As documented in the Semi-Annual Progress Report (SPR) with sample data verified via chart audits at program evaluations.
1. B	Provide family planning education, medical services and FDA approved contraceptive methods, either on site or by referral for female clients. <b>CFHC Performance Measure.</b>	500	PHN Supervisor, PHN II, Medical Director, Nurse Midwife/Practitioner	As documented in the Semi-Annual Progress Report (SPR) with sample data verified via chart audits at program evaluations.
1. C	Provide family planning education, medical services and FDA approved contraceptive methods, either on site or by referral for male clients. <b>CFHC Performance Measure.</b>	80	PHN Supervisor, PHN II, Medical Director	As documented in the Semi-Annual Progress Report (SPR) with sample data verified via chart audits at program evaluations.
1. D	Provide a Chlamydia test to at least 80% of women less than or equal to 25 years of age within a 12 month period. <b>CFHC Performance Measure.</b>		PHN Supervisor, PHN II, Nurse Midwife/Practitioner	As documented in the Semi-Annual Progress Report (SPR) with sample data verified via chart audits at program evaluations.
1. E	All female clients with an abnormal finding on their clinical breast exam should be followed for further evaluation.		PHN II, PHN Supervisor	As documented in the Semi-Annual Progress Report (SPR) with sample data verified via chart audits at program evaluations.
1.F	The agency must attempt to notify all clients with positive STD/HIV tests within 72 hours of receiving lab results. Upon notification, counsel client regarding follow up and treatment.		PHN II, PHN Supervisor	As documented in the Semi-Annual Progress Report (SPR) with sample data verified via chart audits and lab logs reviewed during program evaluations.
1.G	All clients with an abnormal finding on their Pap smear should be followed for further evaluation. <b>CFHC Performance Measure.</b>		PHN II, PHN Supervisor	As documented in the Semi-Annual Progress Report (SPR) with sample data verified via chart audits and lab logs reviewed during program evaluations.

1.H	Incorporate routine opt out HIV screening for all clients and testing for high risk clients in accordance with 2006 CDC HIV guidelines. <b>CFHC Performance Measure.</b>	PHN II, PHN Supervisor, Medical Director, Nurse Midwife/Practitioner	As documented in the Semi-Annual Progress Report (SPR) with sample data verified via chart audits at program evaluations.
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**Objective 2:** Provide family planning education and medical services to high-risk, hard-to-reach populations by December 31, 2013, as evidenced by completion of activity 2A.

Number	Activity	# of Clients	Job Title	Evaluation
2. A	Provide family planning education and medical services to the following number of individuals in high-risk, hard-to-reach populations. A <u>minimum of four</u> of the following categories must be indicated:		PHN II, PHN Supervisor, Medical Director, Nurse Midwife/Practitioner	As documented in Semi-Annual Progress Report (SPR) and reviewed at program evaluations.
	Homeless Individuals	15		
	Substance-Using/Abusing Individuals	5		
	Individuals with Disabilities	0		
	Individuals with Limited English Proficiency (LEP)	10		
	Migrant Workers	0		
	Males	80		
	Adolescents (17 & under)	0		
	<b>TOTAL Clients Served</b>	<b>110</b>		

Note for Objective 2A:

1. You must enter #'s into at least four(4) identified categories
2. Individuals may be entered into multiple populations
3. # of males will be prepopulated from objective 1.C
4. must be able to collect valid data for all selected special populations

### Adolescent Services Goal and Objectives

**Adolescent Services Goal:** Provide comprehensive clinical and counseling services to adolescents.

**Objective 3** Provide adolescent-specific counseling to all adolescent clients seeking Family Planning services by December 31, 2013, as evidenced by completion of activities 1A through 1D.

Number	Activity	Job Title	Evaluation
3.A	Provide adolescents with information, support and counseling to delay the initiation of sexual activity as appropriate.	PHN II, PHN Supervisor, Medical Director, Nurse Midwife/Practitioner	Documentation of counseling maintained in charts. Reviewed at program evaluations.
3.B	Provide counseling to minors on how to resist coercive attempts to engage in sexual activity.	PHN II, PHN Supervisor, Medical Director, Nurse Midwife/Practitioner	Protocols maintained and staff updates reviewed. Chart audits performed at program evaluations.



3.C	Provide counseling/education regarding family involvement to all adolescents less than or equal to 17 years of age seeking reproductive health services whose family is not already aware that they are seeking reproductive services.	PHN II, PHN Supervisor, Medical Director, Nurse Midwife/Practitioner	Protocols maintained and reviewed. Chart audits performed at program evaluations.
3.D	Report child and sexual abuse as required by state law.	PHN II, PHN Supervisor, Medical Director, Nurse Midwife/Practitioner	Protocols maintained and staff updates reviewed annually. Chart audits performed at program evaluations.

**Community Education Goal and Objectives**

**Community Education Goal:** Increase the community's knowledge and access to family planning services offered by the Agency.

**Objective 1:** Conduct marketing, community outreach and education to potential Title X eligible clients by December 31, 2013, as evidenced by completion of activities 1A through 1F.

Number	Activity	# of Clients	Job Title	Evaluation
1. A	Maintain and implement a Community Education and Outreach Plan that increases community knowledge of reproductive health and family planning services to the community. Activities include: general outreach, partnership activities and mass marketing (Exhibit B).	395	PHN Supervisor, PHN II	Community Education and Outreach Plan maintained, updated, and reviewed at program evaluations and desk audits.
1. B	Provide general outreach to individuals as stated in the Community Education and Outreach Plan (Exhibit B, Section I).	25	PHN Supervisor, PHN II	As documented in the Semi-Annual Progress Report (SPR) and verified at program evaluations.
1. C	Provide education and outreach to individuals at partnership agencies as stated in the Community and Education and Outreach Plan (Data will be automatically populated from information entered in Exhibit B, Section II).	70	PHN Supervisor, PHN II	As documented in the Semi-Annual Progress Report (SPR) and verified at program evaluations.
1. D	Conduct mass marketing activities as stated in the Community Education and Outreach Plan (Exhibit B, Section III).	300	PHN Supervisor, PHN II	As documented in the Semi-Annual Progress Report (SPR) and verified at program evaluations.
1. E	An Advisory Committee of 5-9 members representative of the populations to be served will review and approve new educational materials developed and made available by the agency on annual basis.		PHN Supervisor	Advisory meeting minutes and materials review maintained and reviewed at program evaluation.
1. F	Provide education and outreach to individuals to increase utilization of free vaccination services.		PHN Supervisor, PHN II	Integration of the vaccination education into the community education plan.

**Financial Management Goal and Objectives**

**Financial Management Goal:** Improve and maintain the Agency's financial systems to ensure contract compliance.

**Objective 4** Agency will maintain a Family Planning Program that is in financial compliance with the contract requirements and Title X Guidelines, as evidenced by completion of activities 1A through 1D.

Number	Activity	Job Title	Evaluation
4.A	Develop a line item budget by site for the period of January 1, 2013 to December 31, 2013 and submit modifications as necessary during designated periods.	Fiscal Officer	Line item budget by site and necessary modifications submitted.
4.B	Develop and maintain financial management systems that are in compliance with the Code of Federal Regulations (CFR) and include the following: budgetary control procedures, accounting systems and reports, purchasing, inventory control, property management, charges, billing and collection procedures.	Fiscal Officer	Financial management systems maintained in compliance and reviewed at program evaluations.
4.C	Develop and properly implement a sliding fee scale on an annual basis to reflect the current federal poverty guidelines.	Fiscal Officer	Sliding fee scale developed, implemented and reviewed at program evaluations.
4.D	Complete all financial reporting requirements as detailed by the contract.	Fiscal Officer	All financial reports submitted on time as required.

**Reproductive Life Plan Goal and Objectives**

**Reproductive Life Plan:** To assist family planning clients to take steps toward becoming fully healthy individuals by initiating reproductive life planning discussions and providing preconception / inter-conception care, when indicated, through December 31, 2013.

**Objective 5** Provide preconception/inter-conception care and reproductive life planning/family planning services to Title X comprehensive exam patients annually through December 31, 2013.

Number	Activity	Job Title	Evaluation
5.A	Provide pre-conception counseling to women planning pregnancy, open to pregnancy or using less effective contraceptive methods; in particular for women with chronic medical conditions that may affect pregnancy outcomes such as obesity, diabetes, hypertension and seizure disorders, and encourage use of folic acid.	PHN II, PHN Supervisor, Nurse Midwife/Practitioner	Document reproductive life plan counseling in client charts annually through 12/31/2013

Agency Number:	1360
Agency Name:	Amador County Public Health
<b>Community Education and Outreach Partnering Plan for Family Planning</b>	
Total number of general outreach activities(Section I):	25
Total Number of partnering activities(Section II):	70
Total number of mass marketing activities (Section III):	300
Total Number of individuals reached in Community and Education Outreach Partnering Plan:	395

**Section 1: General Outreach Projected Outreach Plan for Entire Family Planning Program**

# of individuals reached	25		
Type of Agency/Outreach Venue	Population Reached	Type of Educ./Presetation	Method of Evaluating Success
Community Group	<input checked="" type="checkbox"/> Homeless individuals	Abstinence	<input checked="" type="checkbox"/> Sign-in sheets maintained and compared to projected numbers
Middle or High School			
Community College or University	<input checked="" type="checkbox"/> Substance using individuals	STDs/HIV	Pre and post tests to assess changes in knowledge
Faith-based organization			
Social Service Agency	<input checked="" type="checkbox"/> Individuals with disabilities	<input checked="" type="checkbox"/> Family planning and contraceptive methods	Post Presentation participant evaluations
<input checked="" type="checkbox"/> WIC Center			
Migrant Camp or Services Organization	<input checked="" type="checkbox"/> Individuals with limited English proficiency	Life Skills	Assessment of number of people who visit clinic as a result of outreach
Detention/Incarceration Center			
Job Training Center/Program		<input checked="" type="checkbox"/> Services provided/making appointments	Regular meetings with outreach venue organization to discuss progress and challenges
Parenting Program	<input checked="" type="checkbox"/> migrant workers		
Business or Workplace		Flu Vaccination	<input checked="" type="checkbox"/> Other(specify)
Homeless Shelter			Collect flyers with tear-offs posted in HHS bldg and tally number torn off.
<input checked="" type="checkbox"/> Substance Abuse Treatment /Recovery Center	<input checked="" type="checkbox"/> males	Reproductive Life Plan (RLP)	
Women's Shelters			
Other (Specify)	<input checked="" type="checkbox"/> adolescents	Other (Specify)	

**Section 2: Partnering Plan**      **Amador Tuolumne Community Action Agency**  
**Name:**

# of individuals reached      70

Type of Agency/Outreach Venue	Population Reached	Type of Educ./Presetation	Method of Evaluating Success
<input checked="" type="checkbox"/> Community Group Middle or High School	Homeless individuals	<input checked="" type="checkbox"/> Abstinence	<input checked="" type="checkbox"/> Sign-in sheets maintained and compared to projected numbers
Community College or University	Substance using individuals	<input checked="" type="checkbox"/> STDs/HIV	Pre and post tests to assess changes in knowledge
Faith-based organization			
Social Service Agency	Individuals with disabilities	<input checked="" type="checkbox"/> Family planning and contraceptive methods	Post Presentation participant evaluations
WIC Center			
Migrant Camp or Services Organization	<input checked="" type="checkbox"/> Individuals with limited English proficiency	Life Skills	<input checked="" type="checkbox"/> Assessment of number of people who visit clinic as a result of outreach
Detention/Incarceration Center			
Job Training Center/Program		<input checked="" type="checkbox"/> Services provided/making appointments	<input checked="" type="checkbox"/> Regular meetings with outreach venue organization to discuss progress and challenges
Parenting Program	migrant workers		
Business or Workplace		<input checked="" type="checkbox"/> Flu Vaccination	Other(specify)
Homeless Shelter			
Substance Abuse Treatment /Recovery Center	<input checked="" type="checkbox"/> males	<input checked="" type="checkbox"/> Reproductive Life Plan (RLP)	
Women's Shelters			
Other (Specify)	<input checked="" type="checkbox"/> adolescents	Other (Specify)	

Mass Marketing		Method of Evaluating Success
<input checked="" type="checkbox"/> Health Fairs	<input checked="" type="checkbox"/> Print Media	Distribution of Educational Materials
Street Outreach	<input checked="" type="checkbox"/> Internet Websites	Sign in Sheets
Concerts	<input checked="" type="checkbox"/> TwitterCommunity Events	<input checked="" type="checkbox"/> Estimated Audiences
Radio	Twitter	
TV	<input checked="" type="checkbox"/> Facebook	

**List All Approved Title X-funded family planning program service sites.**

Site Name and Address: Amador County Public Health 10877 Conductor Blvd. Suite 400 Sutter Creek, CA 95685

Zip Codes of Area Served	Type of Area Served	Services Offered	Family Planning Clinic Hours			Projected Users in 2013	NPI Number	
			Days	AM	PM			EVN
84542	X Rura	X Medical	Mon:	X	X	-	580	1659474815
84578			Tue:	X	X	-		
95227		X Community Education	Web:	X	X	-		
95240			Thu:	X	X	-		
95242			Fri:	X	X	-		
95245		X Health Education	Sat:	-	-	-		
95246			Sun:	-	-	-		
95248								
95249								
95252								
95255								
95257								
95370								
95601								
95608								
95610								
95618								
95621								
95624								
95629								
95630								
95632								
95638								
95640								
95642								

<b>Family Planning Services Budget Summary</b>				
<b>Budget Period:</b> Start Date: 1/1/2013 Ending Date: 12/31/2013				
Budget Category	Total Amount Required	Source of Funds		
		Applicant and Other	Allocated From CFHC	
<b>Personnel Service</b>				
Physician	7,296	3,648	3,648	
Mid-Level Practitioners	7,863	7,863	0	
Other Health Personnel	66,305	38,935	27,370	
Ancillary Personnel	0	0	0	
Administration Staff	48,185	29,421	18,764	
Fringe Benefits	64,650	39,435	25,215	
Fringe Benefits Adjustments	39,435	64,650	-25,215	
<b>Total Personnel Service</b>	<b>233,734</b>	<b>183,952</b>	<b>49,782</b>	
<b>Patient Care</b>				
Clinical Services	4,000	0	4,000	
Laboratory Services	0	0	0	
<b>Total Patient Care</b>	<b>4,000</b>	<b>0</b>	<b>4,000</b>	
<b>Equipment</b>				
Equipment	0	0	0	
<b>Total Equipment</b>	<b>0</b>	<b>0</b>	<b>0</b>	
<b>Other Costs</b>				
Consultant	0	0	0	
Medical Supplies	850	530	320	
Office Supplies	3,000	2,302	698	
Duplication & Printing	800	800	0	
Health Education Supplies	300	300	0	
Utilities & Communication	4,500	4,500	0	
Travel Expense	1,000	0	1,000	
Lease/Rental Expense	45,000	45,000	0	
Other Expense	12,405	12,405	0	
Approved Indirect Cost	16,924	16,924	0	
<b>Total Other Costs</b>	<b>84,779</b>	<b>82,761</b>	<b>2,018</b>	
<b>Total Budget</b>	<b>322,513</b>	<b>266,713</b>	<b>55,800</b>	
<b>CY 2013 Approved Title X Allocation</b>			<b>55,800</b>	

<b>Family Planning Services</b>	
<b>Summary of Applicant and Other</b>	
Revenue Category	Total Amount
<b>Applicant Funds</b>	
General Funds (Agency Fund)	206,313
Donations (Cash or In-kind)	0
<b>Total for Applicant Funds</b>	<b>206,313</b>
<b>Family PACT</b>	
Family PACT Fee For Service	60,000
<b>Total for Family PACT</b>	<b>60,000</b>
<b>Medi-CAL</b>	
Medi-CAL	0
<b>Total for Medi-CAL</b>	<b>0</b>
<b>Other Federal Grants</b>	
Medicaid	0
Medicare (Title XVIII)	0
MCH Block Grant (Title V)	0
Bureau of Primary Health Care (330 Grant)	0
<b>Total for Other Fed Grants</b>	<b>0</b>
<b>State Government Grants</b>	
None	0
<b>Total for State Gov. Grants</b>	<b>0</b>
<b>Local Government Grants</b>	
None	0
<b>Total for Local Gov. Grants</b>	<b>0</b>
<b>Private Grants</b>	
None	0
<b>Total for Private Grants</b>	<b>0</b>
<b>Third Party Payers</b>	
Patient Fees	400
Private Health Insurance	0
<b>Total for Third Party Payers</b>	<b>400</b>
<b>Total Applicant and Other Sources of Revenue</b>	<b>266,713</b>

<b>All Sites Budget</b>	
<b>From 1/1/2013 To 12/31/2013</b>	
<b>Site Name:</b>	Amador County Public Health
<b>Site Number:</b>	9240
Budget Category	Allocated From CFHC
<b>Salaries and Wages</b>	
Primary Care Physicians	3,648
Mid-Level Practitioners	0
Other Health Personnel	27,370
Laboratory Staff	0
Administration Staff	18,764
<b>Total for Salaries and Wages</b>	<b>49,782</b>
<b>Fringe Benefits</b>	
Fringe Benefits	25,215
Fringe Benefits-Adjustments	-25,215
<b>Total for Fringe Benefits</b>	<b>0</b>
<b>Patient Care</b>	
Clinical Services	4,000
Laboratory Services	0
<b>Total for Patient Care</b>	<b>4,000</b>
<b>Equipment</b>	
Equipment	0
<b>Total for Equipment</b>	<b>0</b>
<b>Other Costs</b>	
Consultants	0
Medical Supplies	320
Office Supplies	698
Duplication & Printing	0
Health & Educational Supplies	0
Utilities & Communication	0
Travel Expense	1,000
Lease/Rental Expense	0
Other Expense	0
Approved Indirect Cost	0
<b>Total for Other Costs</b>	<b>2,018</b>
<b>Total CFHC Site Allocation</b>	<b>55,800</b>



**Cost Allocation Methodology Policy Statement**

**1. Please enter the following for your Cost Allocation:**

- i. Current calculation figures on how each line item budget was determined (Methodology provided will be tested against your application budget).
- ii. Current Indirect Cost calculation and rate; Copy of approved indirect cost rate agreement must be submitted if available.

I. b) Allocation Methodology used - Full Time Equivalent (FTE) based on 40 hour work week.

II. Current Indirect Cost calculation and rate is based on FTE's. Can request copy of indirect cost rate agreement from our County Auditor if necessary. May not be available until September 2012.

III. Patient Care Clinic Services: Amador County is contracting with the Pharmacist for services he will be required to provide solely to the Title X Family Planning program. These services are the only responsibilities he will be providing to our agency.

**2. Please Describe and justify any out-of-state travel**

**3. Does your agency provide abortions at any of your sites?**

**TAB No            MAB No**

**3.a If yes, are the sites Title X funded sites? No**

If Yes, please provide a brief description of how your agency maintains segregation of complete funds between abortion services and family planning:

<b>FAMILY PLANNING SERVICES REPORTING REQUIREMENTS:</b>		
The Contractor shall submit the following required reports in compliance with the dates and conditions specified below. CFHC will provide instruction when procedures for the proper completion if these reports change.		
<u>REPORT TITLE</u>	<u>FREQUENCY OF SUBMISSION</u>	<u>DUE DATE</u>
Family Planning Services Semi-Annual Progress Report (by County)  Submitted electronically at www.cfhc.org	Semi-Annually	25th of the month following the period reported for the data that is not submitted monthly. For January, February, March, April, May and June <b><u>DUE: July 25</u></b>  For July, August, September, October, November and December <b><u>DUE: January 25, 2014</u></b>
Statement of Revenue and Expenditure Report (includes submission of General Ledger backup of Title X expenditures only)  Submitted electronically at www.cfhc.org	Quarterly	25th of the month following the period reported For January, February and March <b><u>DUE: April 25</u></b>  For April, May and June <b><u>DUE: July 25</u></b>  For July, August and September <b><u>DUE: October 25</u></b>  For October, November and December <b><u>DUE: January 25, 2014</u></b>
Equipment Inventory Submitted to the Finance Division	Annually	45 days following the close of the Contract period <b><u>DUE: February 15, 2014</u></b>
Annual External Audit and A-133 Audit if applicable Submitted to the Finance Division	Annually	30 day after completion of audit(s) or nine months after the end of the audit period
Family Planning Sliding Fee Scale	Annually	<b><u>Due April 30</u></b>
Centralized Data System (CDS) submission Submitted electronically at www.cfhc.org	Monthly	25th of the month following the period reported
Special Reports, surveys and questionnaires as may be requested by CFHC or its funding source	Specified Date	Specified Date

**CALIFORNIA FAMILY HEALTH COUNCIL  
SEPARATION OF FAMILY PLANNING AND ABORTION SERVICES POLICY**

In compliance with Section 1008 of the Public Health Services Act, 42 CFR 59.5 (a) (5) and Federal Register / Vol. 65, No. 128, California Family Health Council (CFHC) does not provide Title X funding at any family planning project to promote or provide abortion as a method of family planning.

CFHC and the Title X projects of Delegate Agencies receiving Title X funds are bound by the following guidelines:

**Prohibited Activities:**

1. Providing abortion as a method of family planning.
  2. Counseling which directs a client to reach a decision to terminate a pregnancy.
  3. Making appointments, obtaining signed consents, negotiating a fee reduction, providing transportation or taking further affirmative action to secure abortion services.
  4. Promoting or advocating for an abortion within Title X program activities.

**Allowable Activities:**

1. Providing non-directive counseling to clients with positive pregnancy tests, which includes information on the following options, except with respect to any option(s) about which the pregnant woman indicates she does not wish to receive such information and counseling:
  - a. *prenatal care and delivery;*
  - b. *infant care, foster care, or adoption; and*
  - c. *pregnancy termination*
2. Providing neutral and factual information about all of the above-listed options, including abortion services.
3. Referral of a client to a provider of services of all of the above-listed options, including for an abortion.

**Procedure for Verification of Separation of Title X Funds and Abortion**

**Existing Abortion Services**

If a delegate agency provides abortion services, the following will be done on each Title X program monitoring visit from CFHC in order to verify that Title X activities and abortion services are separate and distinct:

<b><u>Activity</u></b>	<b><u>Responsible Person</u></b>
1. Verification of financial separation of Title X family planning services funding and abortion services funding, to include funding for common costs that are properly allocated.	1. CFHC Lead Financial Auditor
2. Verification of the ability to separate and distinguish between Title X family planning activities and non-Title X abortion related activities within the facility.	2. CFHC Medical Specialists and CFHC Area Managers

**CALIFORNIA FAMILY HEALTH COUNCIL  
SEPARATION OF FAMILY PLANNING AND ABORTION SERVICES POLICY**

Process to Initiate Abortion Services

If a new Delegate Agency provides abortion services, or if an existing Delegate Agency initiates abortion services, the following must be done:

- A. Six weeks prior to adding abortion services, the Delegate Agency will notify CFHC in writing of its intent to implement abortion services.
- B. The separation of funds between Title X family planning service and abortion service must be reflected in the budget to show separation of staff time, equipment, supplies and medications.
- C. CFHC will conduct a site review of the proposed abortion services site prior to the agency's provision of such services. The review will include:
  - 1. Verification of financial separation of Title X family planning services funding and abortion service funding, to include funding for common costs that are properly allocated.
  - 2. Verification of the ability to separate and distinguish between Title X family planning services and non-Title X abortion related services within the facility.
  - 3. Verification that abortion information is not presented as a method of family planning during Title X family planning client education.
- D. CFHC will summarize site review findings and a letter will be sent to the Delegate Agency. A timeline for correction of any findings will be established with the Delegate Agency and a follow-up review will be scheduled prior to the implementation of abortion services, if necessary.

# AGENDA TRANSMITTAL FORM

To: **Board of Supervisors**

Date: March 28, 2013

*Agmt*

- |                                     |                |
|-------------------------------------|----------------|
| <input type="checkbox"/>            | Regular Agenda |
| <input checked="" type="checkbox"/> | Consent Agenda |
| <input type="checkbox"/>            | Blue Slip      |
| <input type="checkbox"/>            | Closed Session |

Meeting Date Requested:

April 9, 2013

From: James Foley - Health & Human Services Director  
(Department Head - please type)

Phone Ext. 625

Department Head Signature

*[Signature]* 3/28/13

Agenda Title: California Dept of Public Health TB Control Branch Special Needs Funds Award and Real-Time Allotment Award

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)

The Special Terms and Conditions grant agreement and letter(s) of awards are in response to a request for additional funds to support tuberculosis control and management activities provided by the Amador County Public Health Department. The federal funding delivered by this agreement shall be utilized by Public Health to carry out our program's TB control efforts and to perform complex tuberculosis case management.

This agreement is entered into between the California Department of Public Health, Tuberculosis Control Branch, and the Contractor, the County of Amador. The maximum total obligation from the CDPH, TBCB is \$39,605. The Contractor shall, in a satisfactory and proper manner as determined by CDPH's TBCB, perform the functions and services described in the two Acceptance of Allotment Letters attached to agreement.

Recommendation/Requested Action:

**Authorize chairman to sign contract**

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts none

none

Is a 4/5ths vote required?

Yes

No

Contract Attached: Yes  No  N/A

Resolution Attached: Yes  No  N/A

Ordinance Attached: Yes  No  N/A

Comments: \_\_\_\_\_

Committee Review?

N/A

Name \_\_\_\_\_

Committee Recommendation: \_\_\_\_\_

Request Reviewed by:

Chairman [Signature]

Counsel \_\_\_\_\_

Auditor [Signature]

GSA Director [Signature]

CAO [Signature]

Risk Management [Signature]

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)

Return to Public Health - Attn: Penny Stone ; Risk (electronically)

### FOR CLERK USE ONLY

Meeting Date

April 9, 2013

Time

9 a.m.

Item #

4C

Board Action: Approved Yes \_\_\_ No \_\_\_ Unanimous Vote: Yes \_\_\_ No \_\_\_

Ayes: \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_ Other: \_\_\_\_\_

Noes: \_\_\_\_\_ Resolution \_\_\_\_\_ Ordinance \_\_\_\_\_

Absent: \_\_\_\_\_ Comments: \_\_\_\_\_

Distributed on \_\_\_\_\_

A new ATF is required from \_\_\_\_\_

I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors.

Completed by \_\_\_\_\_

Department  
For meeting  
of \_\_\_\_\_

ATTEST: \_\_\_\_\_

Clerk or Deputy Board Clerk

## Amador County Public Health Department

10877 Conductor Blvd., Ste. 400  
Sutter Creek, CA 95685  
Phone: (209) 223-6407  
Fax: (209) 223-1562  
Email: publichealth@co.amador.ca.us



### MEMORANDUM

**TO:** Review Committee

**FROM:** Penny Stone

**DATE:** March 28, 2013

**RE:** Summary Memo for California Department of Public Health TB Control Branch Awards Agreement

The Special Terms and Conditions agreement along with the letters of approval for two monetary awards are attached.

- These awards were approved after Amador County Public Health submitted a written request for additional funds to support tuberculosis control and management activities by medical staff within our department.
- The first monetary allotment is a one-time Real-Time allotment in the amount of \$3,603. This award was provided to the department for a case requiring Health Officer and nursing staff control and monitoring activities. It is the understanding that our staff will work with CDPH TBCB staff in carrying out our program's TB control efforts.
- The second award in the amount of \$36,002 is for a separate current TB case requiring long term observation and treatment through at least April of 2014. The CDPH TBCB allows applications to be submitted for only six month increments. This initial award is funding for the period of January 1, 2013 through June 30, 2013. It is expected we will reapply for this grant for an additional six months and through the remainder of this patient's required treatment. The award must be used for expenditures listed in the approved budget.

*Penny Stone*

## Special Terms and Conditions

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

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

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

The terms "California Department of Public Health" and "CDPH" shall have the same meaning and refer to the California State agency that is a party to this Agreement.

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

### Index of Special Terms and Conditions

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

## 1. Federal Equal Opportunity Requirements

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

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



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

## 2. Travel and Per Diem Reimbursement

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

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

## 3. Procurement Rules

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

### a. Equipment definitions

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

- (1) **Major equipment/property:** A tangible or intangible item having a base unit cost of **\$5,000 or more** with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.
  - (2) **Minor equipment/property:** A tangible item having a base unit cost of **less than \$5,000** with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement.
- b. **Government and public entities** (including state colleges/universities and auxiliary organizations), whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through h of Provision 3. Paragraph c of Provision 3 shall also apply, if equipment purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.
- c. **Nonprofit organizations and commercial businesses**, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment and services related to such purchases for performance under this Agreement.

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

To secure equipment above the annual maximum limit of \$50,000, the Contractor shall make arrangements through the appropriate CDPH Program Contract Manager, to have all remaining equipment purchased through CDPH's Purchasing Unit. The cost of equipment purchased by or through CDPH shall be deducted from the funds available in this Agreement. Contractor shall submit

to the CDPH Program Contract Manager a list of equipment specifications for those items that the State must procure. ~~The State may pay the vendor directly for such arranged equipment purchases and title to the equipment will remain with CDPH. The equipment will be delivered to the Contractor's address, as stated on the face of the Agreement, unless the Contractor notifies the CDPH Program Contract Manager, in writing, of an alternate delivery address.~~

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

#### **4. Equipment Ownership / Inventory / Disposition**

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

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

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

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

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

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

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

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

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

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

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

- e. Unless otherwise stipulated by the program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, shall only be used for performance of this Agreement or another CDPH agreement.

- f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor shall provide a final inventory report of equipment and/or property to the CDPH Program Contract Manager and shall, at that time, query CDPH as to the requirements, including the manner and method, of returning state equipment and/or property to CDPH. Final disposition of equipment and/or property shall be at CDPH expense and according to CDPH instructions. Equipment and/or property disposition instructions shall be issued by CDPH immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, CDPH may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different CDPH agreement.

## 5. Subcontract Requirements

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

- a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing \$5,000 or more. Except as indicated in Paragraph a(3) herein, when securing subcontracts for services costing \$5,000 or more, the Contractor shall obtain at least three bids or justify a sole source award."
  - (1) The Contractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.
  - (2) The State may identify the information needed to fulfill this requirement.
  - (3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:
    - (a) A local governmental entity or the federal government,
    - (b) A State college or university from any State,
    - (c) A Joint Powers Authority,
    - (d) An auxiliary organization of a California State University or a California community college,
    - (e) A foundation organized to support the Board of Governors of the California Community Colleges,
    - (f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,
    - (g) Entities of any type that will provide subvention aid or direct services to the public,
    - (h) Entities and/or service types identified as exempt from advertising in State Contracting Manual 5.80. View this publication at the following Internet address:  
<http://www.ols.dgs.ca.gov/Contract+Manual/Chapters4through6.htm>.
    - (i) Entities whose name and budgeted costs have been submitted to CDPH in response to a competitive solicitation.
- b. CDPH reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.
  - (1) Upon receipt of a written notice from CDPH requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by CDPH.
- c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of \$5,000 or more are subject to the prior review and written approval of CDPH. CDPH may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by CDPH.
- d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by CDPH, make copies available for approval, inspection, or audit.
- e. CDPH assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.
- f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.
- g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.

- h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

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

- i. Unless otherwise stipulated in writing by CDPH, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.
- j. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 19, 20, 24, and 31 or other numbered provisions herein that deemed applicable.

## 6. Income Restrictions

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

## 7. Audit and Record Retention

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

- a. The Contractor and/or Subcontractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- b. The Contractor's and/or subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- c. Contractor agrees that 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 and/or Subcontractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.
- (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
- (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- e. The Contractor and/or Subcontractor shall comply with the above requirements and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code § 10115.10, if applicable.

- f. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.
- g. The Contractor shall, if applicable, comply with the Single Audit Act and the audit reporting requirements set forth in OMB Circular A-133.

## 8. Site Inspection

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

## 9. Federal Contract Funds

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

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

## 10. Intellectual Property Rights

### a. Ownership

- (1) Except where CDPH has agreed in a signed writing to accept a license, CDPH shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.
- (2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.
- (a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures,

digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.

- (3) In the performance of this Agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of CDPH's Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of CDPH's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of CDPH. **Except as otherwise set forth herein, neither the Contractor nor CDPH shall give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to CDPH, Contractor agrees to abide by all license and confidentiality restrictions applicable to CDPH in the third-party's license agreement.
- (4) Contractor agrees to cooperate with CDPH in establishing or maintaining CDPH's exclusive rights in the Intellectual Property, and in assuring CDPH's sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to CDPH all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or CDPH and which result directly or indirectly from this Agreement or any subcontract.
- (5) Contractor further agrees to assist and cooperate with CDPH in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce CDPH's Intellectual Property rights and interests.

**b. Retained Rights / License Rights**

- (1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to CDPH, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.
- (2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of CDPH or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

**c. Copyright**

- (1) Contractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title,

and interest to CDPH to any work product made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.

- (2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, shall include CDPH's notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2007, etc.], Department of Public Health. This material may not be reproduced or disseminated without prior written permission from the Department of Public Health." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

**d. Patent Rights**

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

**e. Third-Party Intellectual Property**

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

**f. Warranties**

(1) Contractor represents and warrants that:

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



- (g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
- (h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.
- (2) CDPH MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

**g. Intellectual Property Indemnity**

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

**h. Federal Funding**

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

**i. Survival**

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

schedule.

#### **11. Air or Water Pollution Requirements**

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

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

#### **12. Prior Approval of Training Seminars, Workshops or Conferences**

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

#### **13. Confidentiality of Information**

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

#### **14. Documents, Publications and Written Reports**

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

Any document, publication or written report (excluding progress reports, financial reports and normal contractual communications) prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts or agreements and

subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds \$5,000.

## 15. Dispute Resolution Process

- a. A Contractor grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Contractor and CDPH, the Contractor must seek resolution using the procedure outlined below.
  - (1) The Contractor should first informally discuss the problem with the CDPH Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.
  - (2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.
- b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Subchapter 2.5, commencing with Section 251, California Code of Regulations.)
- c. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.
- d. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Program Contract Manager.
- e. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the CDPH Program Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

## 16. Financial and Compliance Audit Requirements

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

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

- (2) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives less than \$25,000 per year from any State agency under a direct service contract or agreement, the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
  - (3) If the Contractor is a State or Local Government entity or Nonprofit organization (as defined by the Federal Office of Management and Budget [OMB] Circular A-133) and expends \$500,000 or more in Federal awards, the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in OMB Circular A-133 entitled "Audits of States, Local Governments, and Non-Profit Organizations". An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:
    - (a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or
    - (b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.
  - (4) If the Contractor submits to CDPH a report of an audit other than an OMB A-133 audit, the Contractor must also submit a certification indicating the Contractor has not expended \$500,000 or more in federal funds for the year covered by the audit report.
- d. Two copies of the audit report shall be delivered to the 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".

#### **17. Human Subjects Use Requirements**

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

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

#### **18. Novation Requirements**

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

#### **19. Debarment and Suspension Certification**

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

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

- c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall ~~submit an explanation to the 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 Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDPH may terminate this Agreement for cause or default.

## 20. Smoke-Free Workplace Certification

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

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

## 21. Covenant Against Contingent Fees

(Applicable only to federally funded agreements.)

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

## 22. Payment Withholds

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

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

## 23. Performance Evaluation

(Not applicable to grant agreements.)

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

**24. Officials Not to Benefit**

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

**25. Four-Digit Date Compliance**

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

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

**26. Prohibited Use of State Funds for Software**

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

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

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

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

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

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

**28. Alien Ineligibility Certification**

(Applicable to sole proprietors entering federally funded agreements.)

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

**29. Union Organizing**

(Applicable only to grant agreements.)

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

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

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

(Applicable only to nonprofit organizations.)

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

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



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

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

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

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

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

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

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

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

### 31. Lobbying Restrictions and Disclosure Certification

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

a. Certification and Disclosure Requirements

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

(5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to 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.

**32. Lobbying Restrictions and Disclosure Certification**

(Applicable to all contracts funded in whole or in part with funding from the federal Departments of Labor, Health and Human Services (including CDC funding), or Education.)

Contractor 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.”

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 subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

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

County of Amador
Name of Contractor

Richard Forster
Printed Name of Person Signing for Contractor

N/A
Contract / Grant Number

Signature of Person Signing for Contractor

Date

Chairman, Board of Supervisors
Title

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

California Department of Public Health
Tuberculosis Control Branch
850 Marina Bay Parkway, Building P, 2nd floor
Richmond, CA 94804-6403

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

**Attachment 2**

**CERTIFICATION REGARDING LOBBYING**

Approved by OMB  
0348-0046

(See reverse for public burden disclosure)

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

<p>1. Type of Federal Action:</p> <p><input checked="" type="checkbox"/> a. contract</p> <p>b. grant</p> <p>c. cooperative agreement</p> <p>d. loan</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application</p> <p>b. initial award</p> <p>c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing</p> <p>b. material change</p> <p>For Material Change Only:</p> <p>Year ____ quarter ____</p>
<p>4. Name and Address of Reporting Entity:</p> <p>Amador County Public Health Dept. 10877 Conductor Blvd., Ste. 400 Sutter Creek, CA 95685</p> <p><input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee</p> <p>Tier ____, if known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p>	
<p>6. Federal Department/Agency</p> <p>California Dept. of Public Health Tuberculosis Control Branch</p>	<p>7. Federal Program Name/Description:</p> <p>#1 Real-Time Allotment for TB case</p> <p>#2 TB Special Needs Funds Award Case Mgt</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>#1 \$3,603.</p> <p>#2 \$36,002.</p>	
<p>10.a. Name and Address of Lobbying Registrant</p> <p>(If individual, last name, first name, MI):</p>	<p>b. Individuals Performing Services (including address if different from 10a.)</p> <p>(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: <u>Richard Forster</u></p> <p>Title: <u>Chairman, Board of Supervisors</u></p> <p>Telephone No.: <u>(209) 223-6408</u> Date: _____</p>	
<p><b>Federal Use Only</b></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 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

## Drug-Free Workplace Certification

The contractor or grant recipient named below hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The below named contractor or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
  - a) The dangers of drug abuse in the workplace,
  - b) The person's or organization's policy of maintaining a drug-free workplace,
  - c) Any available counseling, rehabilitation and employee assistance programs, and
  - d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(c), that every employee who works on the proposed contract or grant:
  - a) Will receive a copy of the company's drug-free workplace policy statement, and
  - b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
4. At the election of the contractor or grantee, from and after the "Date Executed" and until \_\_\_\_\_ (NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new and individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, then the terms and conditions of this certificate shall have the same force, meaning, effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.

### CERTIFICATION

I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient certification described above. I am fully aware that this certification, executed on the date and in the county below, is made under penalty of perjury under the laws of the State of California.

TB CONTROLLER SIGNATURE

DATE

PROGRAM DIRECTOR SIGNATURE

DATE

EXECUTED IN THE COUNTY OF:

Amador

Adapted from STD.21 (12/93)

## Darfur Contracting Act

Pursuant to Public Contract Code (PCC) sections 10475-10481, the Darfur Contracting Act's intent is to preclude State agencies from contracting with scrutinized companies that do business in the African nation of Sudan. A scrutinized company is a company doing specified types of business in Sudan as defined in PCC section 10476. Scrutinized companies are ineligible to, and cannot, contract with a State agency for goods or services (PCC section 10477(a)) unless obtaining permission from the Department of General Services according to the criteria set forth in PCC section 10477(b).

Therefore, to be eligible to contract with the California Department of Public Health, please initial **one** of the following three paragraphs and complete the certification below:

1. \_\_\_\_\_  
Initials                      We do not currently have, or we have not had within the previous three years, business activities or other operations outside of the United States.

**OR**

2. \_\_\_\_\_  
Initials                      We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b) or submit a contract/purchase order. A copy of the written permission from DGS is included with our bid, proposal or contract/purchase order.

**OR**

3. \_\_\_\_\_  
Initials                      We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company as defined in Public Contract Code section 10476.

### **CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind this company to the clause listed above. This certification is made under the laws of the State of California.

<i>Company Name (Printed)</i>  County of Amador	<i>Federal ID Number</i>  94-6000505
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>  Richard Forster, Chairman, Board of Supervisors	
<i>Date Executed</i>	<i>Executed in the County and State of</i>  Amador, California

Adapted from CDPH form 9067 (4/09)

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# ACCEPTANCE OF ALLOTMENT

## **Amador County Public Health Department**

**Funding Period:** July 1, 2012 through June 30, 2013

**Real-Time Allotment:** \$3,603

I hereby accept this award. By accepting this Allotment, I agree to the requirements as described in the Standards and Procedures Manual for FY 2012-2013 and any other conditions stipulated by the California Department of Public Health Tuberculosis Control Branch.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

Richard Forster  
\_\_\_\_\_  
Print Name

Chairman, Board of Supervisors  
\_\_\_\_\_  
Title



---

# ACCEPTANCE OF AWARD

## Amador County Public Health Department

**Funding Period – January 1, 2013 through June 30, 2013**

**Letter of Award – Tuberculosis Special Needs Funds Award –  
Complex Tuberculosis Case Management**

**Funding: \$36,002**

I hereby accept this award. By accepting this award, I agree to the requirements as described in the Standards and Procedures Manual for FY 2012-2013 and any other conditions stipulated by the California Department of Public Health, Tuberculosis Control Branch.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

Richard Forster  
\_\_\_\_\_  
Print Name

Chairman, Board of Supervisors  
\_\_\_\_\_  
Title

# AGENDA TRANSMITTAL FORM

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
April 9, 2013	

To: **Board of Supervisors**

Date: March 26, 2013 *Ord.*

From: Michael Israel

Phone Ext. 536

(Department Head - please type)

Department Head Signature

*Michael Israel*

Agenda Title: Ordinance Revising Specific Environmental Health Department Fees

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)

Adoption of an ordinance that revises or establishes new Environmental Health Department fees relative to cottage food operations, major subdivisions, environmental impact reports, spill prevention control and counter measure plans and body art facility permits and registration.

Recommendation/Requested Action:

**Adopt ordinance**

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts none

Minor increase in revenue to help defray delivery costs

Is a 4/5ths vote required?

Yes

No

Contract Attached:

Yes

No

N/A

Resolution Attached:

Yes

No

N/A

Ordinance Attached

Yes

No

N/A

Comments:

Committee Review?

N/A

Name \_\_\_\_\_

Committee Recommendation: \_\_\_\_\_

Request Reviewed by:

Chairman *[Signature]*

Counsel \_\_\_\_\_

Auditor *[Signature]*

GSA Director *[Signature]*

CAO *[Signature]*

Risk Management *[Signature]*

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)

### FOR CLERK USE ONLY

Meeting Date

April 9, 2013

Time

9 a.m.

Item #

5A

Board Action: Approved Yes \_\_\_ No \_\_\_

Unanimous Vote: Yes \_\_\_ No \_\_\_

Ayes: \_\_\_\_\_

Resolution \_\_\_\_\_

Ordinance \_\_\_\_\_

Other: \_\_\_\_\_

Noes: \_\_\_\_\_

Resolution \_\_\_\_\_

Ordinance \_\_\_\_\_

Absent: \_\_\_\_\_

Comments: \_\_\_\_\_

Distributed on \_\_\_\_\_

A new ATF is required from \_\_\_\_\_

Department \_\_\_\_\_

Completed by \_\_\_\_\_

For meeting \_\_\_\_\_

of \_\_\_\_\_

I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors.

ATTEST: \_\_\_\_\_

Clerk or Deputy Board Clerk

**AN ORDINANCE REPEALING SECTIONS 7.42.050, 7.42.120, 7.42.130 AND 7.42.140 OF THE AMADOR COUNTY CODE AND ADDING NEW SECTIONS 7.42.050, 7.42.120, 7.42.130 AND 7.42.140 TO THE AMADOR COUNTY CODE RELATING TO ENVIRONMENTAL HEALTH DEPARTMENT FEES**

The Board of Supervisors of the County of Amador, State of California, ordains as follows:

**SECTION 1.** Sections 7.42.050, 7.42.120, 7.42.130 and 7.42.140 of the Amador County Code are hereby repealed in their entirety.

**SECTION 2.** New Sections 7.42.050, 7.42.120, 7.42.130 and 7.42.140 are hereby added to the Amador County Code which shall read as follows:

**7.42.050 RETAIL FOOD FACILITIES**

- A. Bed and breakfast: one hundred sixty-eight dollars.
- B. Restaurant.
  - 1. One to twenty seats: one hundred sixty-eight dollars.
  - 2. Twenty-one to fifty seats: two hundred six dollars.
  - 3. Fifty-one to one hundred seats: two hundred fifty-five dollars.
  - 4. One hundred one plus seats: three hundred fifty-one dollars.
  - 5. Plus bar: sixty-three dollars additional.
- C. Bar only: one hundred twenty-eight dollars.
- D. Temporary food facility: ninety-six dollars. Fee reduced to thirty-two dollars per facility at an event where ten or more facilities are planned at least fourteen days in advance.

- 
- E. Retail Markets.
1. Liquor/convenience store (prepackaged, no food preparation): one hundred fifteen dollars.
  2. Under one thousand square feet: one hundred fifty-nine dollars.
  3. One thousand to five thousand square feet: two hundred eighty-eight dollars.
  4. Five thousand one plus square feet: three hundred eighty-four dollars.
  5. Each additional food prep site within market add: sixty-three dollars.
- F. Bakery.
1. Under one thousand square feet: two hundred forty dollars.
  2. One thousand plus square feet: two hundred eighty-eight dollars.
- G. Catering: one hundred sixty-eight dollars.
- H. Meat market: two hundred forty dollars.
- I. Produce stand: one hundred forty-four dollars.
- J. Mobile or stationary/mobile food prep unit: one hundred fifty-nine dollars.
- K. Mobile food facility: one hundred twenty dollars.
- L. Commissary: forty-eight dollars additional.
- M. Plan review and pre-opening inspections: deposit equal to twice the annual permit fee. Additional time to be billed at ninety-six dollars per hour.
- N. Private school food prep kitchen: one hundred fifty-nine dollars.
- O. Private school satellite kitchen: ninety-six dollars.
- P. Public school food prep kitchen: two hundred fifty-five dollars.
- Q. Public school satellite kitchen: one hundred ninety-two dollars.
- R. Vending machine--potentially hazardous food: forty-eight dollars/unit.
- S. CALCODE water system: ninety-six dollars additional.

T. Cottage Food Operation

1. Class A First Year \$55.00

No charge for subsequent years unless change of ownership or classification

2. Class B \$140.00

Annual fees are reduced fifty percent for those facilities opening on or after July 1st. Reduced fee does not apply to businesses closing prior to July 1st.

Penalty for operating without valid permit is three times the normal permit fee per Health and Safety Code Section 114387.

**7.42.120 LAND DEVELOPMENT**

A. Parcel Maps

1. Water Supply.

a. Connecting to existing public water system: six dollars, forty cents per parcel.

b. Proposing new public water system: twelve dollars, eighty cents per parcel.

c. Individual wells: thirty-two dollars per parcel.

2. Sewage Disposal.

a. Connecting to existing public sewer: six dollars, forty cents per parcel.

b. Proposing new public sewage system: nineteen dollars, twenty cents per parcel.

c. On-site sewage systems: two hundred fifty-six dollars per parcel. Includes application and site review for each undeveloped parcel.

- 
- d. Developed parcels (on-site): nineteen dollars, twenty cents per parcel.
- B. Subdivisions: one thousand dollars deposit at the time of application to be applied against review fees. In the event the cumulative accrued charges exceed the above minimum, the county shall submit periodic billings to the applicants for costs incurred in excess of the minimum deposit required. Interest of one and one-half percent per accounting period (twenty-eight-day cycle) compounded each accounting period shall be added to the unpaid balance due to any account which has not been paid within twenty-eight days of the date it was billed. All fees to date must be paid current prior to consideration of the application at each stage of the review process (i.e., technical advisory committee meetings, planning commission consideration, consideration by the board of supervisors, if applicable, determination by department head, if applicable, and final approval of all documents by the Board of Supervisors). In the event the actual total charges are less than the minimum deposit amount, the county shall reimburse the payer the difference between the minimum deposit and the actual total charges. Said reimbursement shall occur within 30 days after any appeals period for the project has lapsed
- C. Zone change and/or general plan amendment: one hundred forty-four dollars.
- D. Conditional use permit: one hundred ninety-two dollars.
- E. CEQA Review and Comment.
1. Negative declaration: ninety-six dollars.
  2. Environmental impact report: one thousand dollars deposit at the time of application to be applied against review fees. If the environmental impact report is associated with a subdivision a single one thousand dollar deposit shall be submitted for the project and environmental

document combined. In the event the cumulative accrued charges exceed the above minimum, the county shall submit periodic billings to the applicants for costs incurred in excess of the minimum deposit required. Interest of one and one-half percent per accounting period (twenty-eight-day cycle) compounded each accounting period shall be added to the unpaid balance due to any account which has not been paid within twenty-eight days of the date it was billed. All fees to date must be paid current prior to consideration of the application at each stage of the review process (i.e., technical advisory committee meetings, planning commission consideration, consideration by the board of supervisors, determination by department head, if applicable, and final determination of the environmental impact report. In the event the actual total charges are less than the minimum deposit amount, the county shall reimburse the payer the difference between the minimum deposit and the actual total charges. Said reimbursement shall occur within 30 days after any appeals period for the environmental document determination has lapsed

F. Boundary line adjustment: two hundred forty dollars per parcel to be investigated. Includes sewage disposal application and site investigation.

#### **7.42.130 UNIFIED PERMITS--CUPA**

A. Hazardous Materials Business Plan.

1. Large businesses: four hundred eighty dollars.
2. Small businesses: two hundred eighty-eight dollars.
3. Fuel storage only: one hundred forty-four dollars.
4. State surcharge: at cost.

B. CAL-ARP.

1. Initial review: five hundred seventy-six dollars.

2. Annual: two hundred eighty-eight dollars.

3. State surcharge: at cost.

C. Underground Storage Tanks.

1. Plan check--new installation: two hundred eighty-eight dollars for up to three hours review and comment.

2. Annual fee--first tank: two hundred twenty-four dollars.

3. Additional tanks: one hundred twenty-eight dollars each.

4. Tank or Piping Alterations.

a. Plan review: two hundred eighty-eight dollars for three hours.

b. Inspections: ninety-six dollars per hour.

5. Tank closure permit: three hundred twenty dollars.

6. Temporary closure permit: two hundred twenty-four dollars.

7. State surcharge: at cost.

D. Hazardous Waste Generators.

1. Conditionally exempt: ninety-six dollars.

2. Small quantity: one hundred ninety-two dollars.

3. Large quantity: three hundred eighty-four dollars.

E. Aboveground Petroleum Storage

1. Engineered SPCC: three hundred forty dollars.

2. Self certified SPCC: one hundred twenty-five dollars.

**7.42.140 BODY ART.**

A. Facility permit: one hundred sixty dollars.

B. Individual registration: fifty-five dollars.

**SECTION 3.** This ordinance was introduced and the title thereof read at the regular meeting of the Board of Supervisors on , 2013 and on , 2013 further reading was waived by the unanimous vote of the Supervisors present.



This ordinance shall take effect and be in full force on and after thirty (30) days from the date of its passage, and before the expiration of fifteen (15) days from the date of its passage it shall be published once with the names of the members of the Board of Supervisors voting for and against the same, said publication to be made in a newspaper of general circulation published in the County of Amador.

On a motion by Supervisor \_\_\_\_\_, seconded by Supervisor \_\_\_\_\_, the foregoing ordinance was passed and adopted by the Board of Supervisors of the County of Amador, State of California, this \_\_\_\_ day of \_\_\_\_\_, 2013, by the following vote:

AYES: Supervisors,  
NOES: Supervisors,  
ABSENT: Supervisors,

\_\_\_\_\_  
Chairperson of the Board of Supervisors  
of Amador County California

ATTEST: \_\_\_\_\_  
Clerk of the Board of Supervisors

# AGENDA TRANSMITTAL FORM

<input type="checkbox"/>	Regular Agenda
<input checked="" type="checkbox"/>	Consent Agenda
<input type="checkbox"/>	Blue Slip
<input type="checkbox"/>	Closed Session
Meeting Date Requested:	
04/09/13	

To: **Board of Supervisors**

Date: March 27, 2013

*Misc.*

From: Aaron Brusatori

Phone Ext. 248

(Department Head - please type)

Department Head Signature

*Aaron Brusatori*

Agenda Title: Internal Advertisement for the Position of Supervising Building Inspector

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)

The Community Development Department would like permission to advertise internally for the position of Supervising Building Inspector. The internal advertisement will run for one week. It is anticipated that existing staff will apply for the position. A change in the number of staff in the building department is not requested. The staffing of the department upon filling of this position will include one Supervising Building Inspector, one Building Inspector II, one Administrative Technician, and 1/2 Code Compliance Inspector.

The position of Supervising Building Inspector is to fill a need for supervision within the building department. This position will be tasked with daily scheduling of building department staff and providing input for performance evaluations.

The FY 13/14 budget will include a full time Supervising Building Inspector.

Recommendation/Requested Action:

Approve creation of the position of Supervising Building Inspector

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts Increase in number of staff is not recommended

13/14 Budget includes proposed position

Is a 4/5ths vote required?

Yes

No

Contract Attached: Yes  No  N/A

Resolution Attached: Yes  No  N/A

Ordinance Attached: Yes  No  N/A

Comments: \_\_\_\_\_

Committee Review?

N/A

Name Administrative Committee

Committee Recommendation:

Approve

Request Reviewed by:

Chairman *[Signature]*

Counsel \_\_\_\_\_

Auditor *[Signature]*

GSA Director *[Signature]*

CAO *[Signature]*

Risk Management *[Signature]*

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)

Community Development Agency

### FOR CLERK USE ONLY

Meeting Date

April 9, 2013

Time

9 a.m.

Item #

7A

Board Action: Approved Yes \_\_\_ No \_\_\_

Unanimous Vote: Yes \_\_\_ No \_\_\_

Ayes: \_\_\_\_\_

Resolution \_\_\_\_\_

Ordinance \_\_\_\_\_

Other: \_\_\_\_\_

Noes: \_\_\_\_\_

Resolution \_\_\_\_\_

Ordinance \_\_\_\_\_

Absent: \_\_\_\_\_

Comments: \_\_\_\_\_

Distributed on \_\_\_\_\_

A new ATF is required from \_\_\_\_\_

I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors.

Completed by \_\_\_\_\_

Department  
For meeting  
of \_\_\_\_\_

ATTEST: \_\_\_\_\_

Clerk or Deputy Board Clerk

Save ....



## Community Development Agency

810 Court Street, Jackson CA 95642

Phone 209-223-6429

Fax: 209-223-6395

### MEMORANDUM

**TO:** Administrative Committee

**FROM:** Aaron Brusatori, PE  
Director

**SUBJECT:** **INTERNAL ADVERTISEMENT FOR THE POSITION OF SUPERVISING BUILDING INSPECTOR**

**DATE:** February 19, 2013

The Community Development Department would like permission to advertise internally for the position of Supervising Building Inspector. The internal advertisement will run for one week. It is anticipated that existing staff will apply for the position. A change in the number of staff in the building department is not requested. The staffing of the department upon filling of this position will include one Supervising Building Inspector, one Building Inspector II, one Administrative Technician, and ½ Code Compliance Inspector.

The position of Supervising Building Inspector is to fill a need for supervision within the building department. This position will be tasked with daily scheduling of building department staff and providing input for performance evaluations.

The FY 13/14 budget will include a full time Supervising Building Inspector.

# AGENDA TRANSMITTAL FORM

To: **Board of Supervisors**

*Misc.*

Date: March 21, 2013

- |                                     |                |
|-------------------------------------|----------------|
| <input type="checkbox"/>            | Regular Agenda |
| <input checked="" type="checkbox"/> | Consent Agenda |
| <input type="checkbox"/>            | Blue Slip      |
| <input type="checkbox"/>            | Closed Session |

Meeting Date Requested:

April 9, 2013

From: Michael Israel

Phone Ext. 536

(Department Head - please type)

Department Head Signature

*Michael Israel*

Agenda Title: Late Fee Payment Policy

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)

A policy formalizing notification to businesses of the availability of annual fee payment plans, structure of payment plans, and enforcement actions to be held in abeyance while business remains in substantial compliance with the payment plan.

Recommendation/Requested Action:

Approval of policy

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts not significant

Deferral for a few months of a low percentage of revenue:

Is a 4/5ths vote required?

Yes

No

Contract Attached:

Yes

No

N/A

Resolution Attached:

Yes

No

N/A

Ordinance Attached:

Yes

No

N/A

Comments:

Committee Review?

N/A

Name Land Use & Community Development

Committee Recommendation:

Approval

Request Reviewed by:

Chairman *Rut*

Counsel \_\_\_\_\_

Auditor *EJL*

GSA Director *Hop*

CAO *OB*

Risk Management *ALL*

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)

Environmental Health

## FOR CLERK USE ONLY

Meeting Date

April 9, 2013

Time

9 a.m.

Item #

7B

Board Action: Approved Yes \_\_\_ No \_\_\_

Unanimous Vote: Yes \_\_\_ No \_\_\_

Ayes: \_\_\_\_\_

Resolution \_\_\_\_\_

Ordinance \_\_\_\_\_

Other: \_\_\_\_\_

Noes: \_\_\_\_\_

Resolution \_\_\_\_\_

Ordinance \_\_\_\_\_

Absent: \_\_\_\_\_

Comments: \_\_\_\_\_

Distributed on

A new ATF is required from

Department

Completed by

For meeting

of

I hereby certify this is a true and correct copy of action(s) taken and entered into the official records of the Amador County Board of Supervisors.

ATTEST: \_\_\_\_\_

Clerk or Deputy Board Clerk

# ENVIRONMENTAL HEALTH DEPARTMENT COMMUNITY DEVELOPMENT AGENCY



810 COURT STREET • JACKSON, CA 95642-2132 • PHONE (209) 223-6439 • FAX (209) 223-6228  
WEBSITE [www.co.amador.ca.us](http://www.co.amador.ca.us) • EMAIL [aceh@amadorgov.org](mailto:aceh@amadorgov.org)

## MEMORANDUM

TO: Amador County Board of Supervisors

FROM: Michael W. Israel, Environmental Health Department *mwi*

DATE: March 21, 2013

SUBJECT: Late Payment of Permit Fees

The Environmental Health Department levies annual permit fees for regulated business. Invoices are sent out in December and payment is due January first. The current fee schedule provides for a late payment penalty of 50% to be levied on any amount outstanding 90 days after the due date.

Some operators find it difficult to make the full payment at once, particularly in recent economic times. Over the past few years the department has arranged payment schedules for those businesses that need it but there has been some abuse by those failing to adhere to the payment schedule and/or waiting until the last minute to request a payment plan. We propose the following policy in order to be fair to all.

The department will include language in all annual invoices explaining that a payment schedule can be arranged provided the permittee contacts the department no later than December 31 to make the request. This would make sure that everyone has an equal opportunity to take advantage of this if they need it. It will likely increase the number of payment plans but staff assure that the time demanded for these is not significantly more than for businesses making a single payment. Payment schedules would be worked out to target full payment no later than March 31, if possible. Any outstanding balance would then be subject to the late payment penalty. By paying at least a portion of their fees before March 31 the businesses reduce the amount of penalty. As with any waiver or relief from fees, a business owner could make a request to the Board of Supervisors for an extended payment plan without the late payment penalty.

For facilities with multiple permits, fees paid would be applied toward individual permits such that as each is paid in full it can be issued or renewed for the year. CUPA permits, if any, would typically be prioritized since the department must forward surcharges to the state. Provided that the business substantially adheres to the payment plan the department will not take any action against them for operating without an issued permit. If the business ignores the payment plan or is extremely slow to pay the department may consider other enforcement action.

The Land Use and Community Development Committee heard this item on March 21, 2013 and recommended it be placed on the Board's consent agenda for adoption.

## ACTION MINUTES

### LAND USE & COMMUNITY DEVELOPMENT COMMITTEE

March 21, 2013

**MEMBERS PRESENT:** Louis Boitano, Supervisor, District IV  
Ted Novelli, Supervisor, District III (Alternate for Supervisor Forster)

Supervisor Boitano called the meeting to order at 10:00 a.m.

**AGENDA:** Approved.

**CORRESPONDENCE:** None.

**APPROVAL OF MINUTES:** Approval of the March 15, 2012 and July 19, 2012 minutes was continued until next meeting.

**PUBLIC MATTERS NOT ON THE AGENDA:** None

#### **ITEM 1. DIRECTION REGARDING LATE PAYMENT OF ANNUAL PERMIT FEES FOR REGULATED BUSINESSES—Environmental Health**

Due to more frequent requests for a payment plan for payment of annual permit fees and the abuse by those failing to adhere to the current payment plan procedure, Environmental Health requested the following policy be implemented:

*The department will include language in all annual invoices explaining that a payment schedule can be arranged provided the permittee contacts the department no later than December 31 to make the request. Payment schedules will be worked out to target full payment no later than March 31, if possible. Any outstanding balance on April 1 would be subject to the late payment penalty. A business owner can make a request to the Board of Supervisors for an extended payment plan without the late payment penalty.*

*For facilities with multiple permits, fees paid would be applied toward individual permits such that as each is paid in full a permit can be issued or renewed for the year. CUPA permits, if any, would typically be prioritized since the department must forward surcharges to the state. Provided that the business substantially adheres to the payment plan the department will not take any action against them for operating without an issued permit. If the business ignores the payment plan or is extremely slow to pay, the department may consider other enforcement action.*

**Committee Action:** The Committee recommended to the Board of Supervisors the adoption of the late payment of permit fee policy as set forth above and directed Environmental Health to place this matter on the consent agenda for the April 9, 2013 Board meeting.

The meeting adjourned at 10:20 a.m.