

AGENDA TRANSMITTAL FORM

To: **Board of Supervisors**

Date: August 19, 2013

Agmit

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

Phone Ext. 407

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

Meeting Date Requested:

August 27, 2013

Department Head Signature *James Foley*

Agenda Title: California Dept of Public Health Emergency Preparedness Agreement with the County of Amador

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

The Public Health Department is requesting the Board approve an agreement between the County of Amador and the California Department of Public Health for the 2013/14 CDC Public Health Emergency Preparedness, State General Fund Pandemic Influenza and the Hospital Preparedness Program Funding.

Recommendation/Requested Action:

Authorize chairman to sign agreement.

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 _____

Counsel GC

Auditor *[Signature]*

GSA Director *[Signature]*

CAO *[Signature]*

Risk Management _____

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

Return all agreements to the attention of Penny Stone in Public Health.

FOR CLERK USE ONLY

Meeting Date August 27, 2013

Time 9 a.m.

Item # 467

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

Save

ATF ROUTE SLIP

Please check box and forward on to the next person:

Agenda date requested for BOS is:
August 27, 2013

- Jon Hopkins, GSA
- Greg Gillott,
County Counsel
- Lisa, Hopkins,
Risk Management
- Jennifer Burns, BOS

From: Public Health Dept.

Date: August 19, 2013

**2013-14 CDC Public Health Emergency Preparedness (PHEP), State General Fund (GF)
Pandemic Influenza, HHS Hospital Preparedness Program (HPP) Funding
ALLOCATION AGREEMENT**

Agreement Governed By:

CDC-RFA-TP12-120102CONT13, CFDA Number 93.074 National Hospital Preparedness Program and Public Health Emergency Preparedness Cooperative Agreement Programs, and California Health and Safety Code, Section 101315 to 101319.

1. This Allocation Agreement is entered into between the California Department of Public Health, herein after referred to as “CDPH” and the County of Amador, herein after referred to as “LHD” and/or “Local HPP Entity”.
2. The term of this Agreement is:
 - July 1, 2013 through June 30, 2014 PHEP (Centers for Disease Control and Prevention [CDC])
 - July 1, 2013 through June 30, 2014 (Hospital Preparedness Program [HPP])
 - July 1, 2013 through June 30, 2014 (State GF Pandemic Influenza)
3. The maximum amount payable under this Agreement is \$324,835, and is allocated as follows:
 - \$118,505, PHEP CDC Base Allocation. (7/1/13 – 6/30/14)
 - \$145,070, HPP Allocation. (7/1/13 – 6/30/14)
 - \$61,261, State GF Pandemic Influenza Allocation. (7/1/13 – 6/30/14)
4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of this Agreement.

Exhibit A — Scope of Work	03 Pages
Exhibit B — Budget Detail and Budget Provisions	04 Pages
Exhibit B, Attachment 1, Criteria for Payments	03 Page
Exhibit C — Additional Provisions	03 Pages
Exhibit D(F) — Certification Regarding Lobbying form	01 Page
Exhibit E – Non-Supplantation Certification Form	01 Page

Attachment 11

County of Amador
2013-14
Allocation Agreement No. EPO 13-03

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

CONTRACTOR	
CONTRACTOR'S NAME	
County of Amador	
BY (<i>Authorized Signature</i>)	DATE SIGNED (Do not type -signor must date) August 27, 2013
PRINTED NAME AND TITLE OF PERSON SIGNING	
Richard M. Forester, Chairman Board of Supervisors	
ADDRESS	
10877 Conductor Blvd., Ste. 400, Sutter Creek, CA 95685	
STATE OF CALIFORNIA	
AGENCY NAME	
California Department of Public Health	
BY (<i>Authorized Signature</i>)	DATE SIGNED
ADDRESS	
1615 Capitol Avenue, MS 7002, P.O. Box 997377, Sacramento, CA 95899-7377	

EXHIBIT A**2013-14 CDC Public Health Emergency Preparedness (PHEP), State General Fund (GF) Pandemic Influenza, HHS Hospital Preparedness Program (HPP) Funding ALLOCATION AGREEMENT***Allocation Agreement Governed By:*

CDC-RFA-TP12-120102CONT13, CFDA Number 93.074 National Hospital Preparedness Program and Public Health Emergency Preparedness Cooperative Agreement Programs, and California Health and Safety Code, Section 101315 to 101319.

Scope of Work**1. Service Overview**

This Agreement is entered into between the California Department of Public Health, hereinafter referred to as "CDPH" and the County of Amador, hereinafter referred to as the "LHD" and/or "Local HPP Entity". LHD or Local HPP Entity agrees to provide to CDPH the services described herein.

Activities must be in accordance with the Centers for Disease Control and Prevention (CDC) and Hospital Preparedness Program (HPP) 2013-14 Program Guidance, State General Fund (GF) Pandemic Influenza, Public Health Emergency Preparedness (PHEP) Comprehensive Agreement Application 2013-14, Work Plan and Budget.

2. Service Location

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

3. Service Hours

The services shall be provided during normal LHD and/or Local HPP Entity working hours and days, as well as other hours and days the LHD deems appropriate.

4. Project Representatives

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

Department of Public Health EPO Contract Manager Christopher Vick Telephone: (916) 445-8815 Fax: (916) 650-6420 Email: Christopher.Vick@cdph.ca.gov	County of Amador Diana Evensen Telephone: (209) 223-6638 Fax: (209) 223-1562 Email: devensen@amadorgov.org
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B. Direct all inquiries to:

<p>Department of Public Health Emergency Preparedness Office Attention: Local Management Unit MS 7002 P.O. Box 997377 Sacramento, CA 95899-7377</p> <p>Telephone: (916) 650-6416 Fax: (916) 650-6420</p>	<p>County of Amador Public Health Department 10877 Conductor Blvd., Ste. 400 Sutter Creek, CA 95685 Telephone: (209) 223-6407 Fax: (209) 223-1562</p>
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- C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement.

5. Services to be Performed

LHD and/or Local HPP Entity shall perform services as outlined in accordance with the Public Health Emergency Preparedness, State GF Pandemic Influenza and HHS Hospital Preparedness Cooperative Agreement Application, Work Plans, and Budgets.

6. Allowable Informal Scope of Work Changes

- A. The LHD and/or Local HPP Entity or CDPH may propose informal changes or revisions to the activities, tasks, deliverables and/or performance time frames specified in the Scope of Work (SOW), provided such changes do not alter the overall goals and basic purpose of the agreement.
- B. Informal SOW changes may include the substitution of specified activities or tasks; the alteration or substitution of agreement deliverables and modifications to anticipated completion/target dates.
- C. Informal SOW changes processed hereunder shall not require a formal agreement amendment, provided the LHD's and/or Local HPP Entity's annual budget does not increase or decrease as a result of the informal SOW change.
- D. Unless otherwise stipulated in this agreement, all informal SOW changes and revisions are subject to prior written approval by the CDPH.
- E. In implementing this provision, CDPH will provide a format for the LHD's and/or Local HPP Entity's use to request informal SOW changes.

7. Reporting Requirements

- A. Semi-annual written progress reports and expenditure reports must be submitted according to the schedule shown below. The purpose of the progress reports and expenditure reports are to document activities and expenditure of funds.

Midyear: July 1, 2013 - December 31, 2013 Due Date: January 31, 2014
Year-End: July 1, 2013 – June 30, 2014 Due Date: August 30, 2014

- B. Each progress report shall include, but not be limited to, data and information required by statute (cost report and progress on program activities) and information needed to satisfy federal reporting and CDPH monitoring requirements including Performance Measures and other data as required in the federal funding announcement. The reports shall be submitted in accordance with procedures and a format required by CDPH.

8. Expenditure and Program Requirements

- A. In accordance with the LHD and/or Local HPP Entity signed Certification Against Supplanting (Exhibit E), funds shall not be used to supplant funding for existing levels of services and will only be used for the purposes designated herein.
- B. In executing this Agreement, the LHD and/or Local HPP Entity assures that it will comply with the LHD and/or Local HPP Entity Comprehensive Agreement Application, Work Plans and Budget approved by CDPH.
- C. Funds made available are limited to activities approved in the Work Plans and Budgets. Any changes to the Work Plans or Budgets need prior approval from CDPH before implementing. Any contracts or subcontracts needing approval from the Contract Manager must be submitted prior to spending those funds.

Exhibit B**2013-14 CDC Public Health Emergency Preparedness (PHEP), State General Fund (GF)
Pandemic Influenza, HHS Hospital Preparedness Program (HPP) Funding
Budget Detail and Payment Provisions****1. Payment Provisions**

- A. CDPH will make payments to the LHD and/or Local HPP Entity as authorized in State statute and in accordance with the annual expenditure authority granted to CDPH in the California Budget Act. Payments shall be made in accordance with Exhibit B, Attachment 1. Payment beyond the first quarter shall be contingent upon the approval of the LHD's and/or Local HPP Entity's funding Application, Work Plan and Budget and satisfactory progress in implementing the provisions of the Work Plan, as determined by CDPH. Final payment is contingent upon receiving acceptable progress and expenditure reports submitted in accordance with timelines, formats and specifications to be provided by CDPH. **Note:** Both HPP and the State GF Pandemic Influenza require submission of invoice forms to be reimbursed.
- B. Reconciliation with the payments shall be through a semi-annual expenditure report and an annual reconciliation report. These reports shall be submitted in accordance with timelines, formats and specifications to be provided by CDPH. Expenditure reports and annual reconciliation report should be sent to:
- California Department of Public Health
Emergency Preparedness Office
Attn: Local Management Unit
MS 7002
P.O. Box 997377
Sacramento, CA 95899-7377
- C. The LHD and/or Local HPP Entity shall deposit advance federal fund payments received from CDPH into separate Trust Funds (hereafter called Federal Fund), established solely for the purposes of implementing the activities described in the LHD's and/or Local HPP Entity's approved Work Plan and Budget and Agreement before transferring or expending the funds for any of the uses allowed. CDPH requires that the LHD and/or Local HPP Entity set up separate Federal Funds for PHEP CDC and HPP funds.
- D. The LHD and/or Local HPP Entity agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the LHD and/or Local HPP Entity under this Agreement shall be deposited into the Federal Fund established solely for the purposes of implementing the activities described in the LHD's and/or Local HPP Entity's approved Work Plan and Budget and Agreement before transferring or expending the funds for any of the uses allowed.

- E. The interest earned on moneys in the Federal Fund shall accrue to the benefit of the Federal Fund and shall be expended for the same purposes as other moneys in the Federal Fund.
- F. Any refunds, rebates, credits, or other amounts in the Federal Fund shall accrue to the benefit of the Federal Fund and shall be expended for the same purposes as other moneys in the Federal Fund.
- G. Federal Fund reports will require the LHD and/or Local HPP Entity/City Auditor Controller's or other authorized signature, certifying each report's accuracy and availability of supporting documentation for the State's or the federal government's review.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act and/or other state statute of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, CDPH shall have no liability to pay any funds whatsoever to LHD and/or Local HPP Entity or to furnish any other considerations under this Agreement and LHD and/or Local HPP Entity shall not be obligated to perform any provisions of this Agreement except as to periods for which funding has been provided.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, CDPH shall have the option to either cancel this Agreement with no liability occurring to CDPH, or offer an Agreement amendment to LHD and/or Local HPP Entity to reflect the reduced amount.

3. Amounts Payable

- A. The amount payable under this Agreement shall not exceed:
 - 1. \$118,505, CDC PHEP Base Allocation.
 - 2. \$145,070, HPP Allocation.
 - 3. \$61,261, State GF Pandemic Influenza Allocation.

4. Redirection of Funds

Redirection of funds beyond the 10% line item/budget category allowance require prior approval by CDPH.

5. Federal Cooperative Agreement 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. The Agreement is valid and enforceable only if sufficient funds are made available to CDPH 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 Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

6. Accountability Requirements

- A. CDPH may recoup funds that are not spent for allowable purposes as specified in State statute and determined by CDPH. CDPH will notify the LHD and/or Local HPP Entity prior to recouping such funds.
- B. CDPH may withhold payments if the LHD and/or Local HPP Entity is not in compliance with the terms and conditions of this Agreement or the approved local funding Application, Work Plans and Budgets CDPH may withhold payments if the LHD cannot demonstrate progress toward protecting the jurisdiction from the threat of a bioterrorist attack, infectious disease outbreak or other public health threat or emergency as described in its progress and expenditure reports. CDPH may withhold or reduce payments if the LHD's and/or Local HPP Entity's expenditure reports indicate that quarterly payments remain unspent. CDPH will notify local health officials prior to withholding or reducing such payments.
- C. The LHD and/or Local HPP Entity shall return unexpended funds unless carry over or extension of such funds is approved by CDPH in accordance with federal requirements.
- D. The LHD and/or Local HPP Entity shall maintain the supporting documentation that substantiates all expenditure reports for a minimum of seven years.

7. Unobligated Balances

At any time during the term of this Agreement, CDPH may request LHDs and/or Local HPP Entity's to identify unspent funds both obligated and unobligated funds. The presentation of this information shall be in a manner prescribed by CDPH to include identification of all unspent funds.

8. Terms of Allocation Agreement

- A. **CDC PHEP:** This Agreement provides the local funding award for the CDC PHEP federal cooperative Agreement Budget period July 1, 2013 through June 30, 2014. All services must be rendered by and purchases encumbered by June 30, 2014, unless grant is extended or funds are carried over according to provisions in State and federal law. Funds allocated under this Allocation Agreement must be liquidated by July 31, 2014 with unspent funds carried forward into the next budget period; allowable carryover of PHEP funds will be dependent on federal provisions.
- B. **State GF Pandemic Influenza:** This Agreement provides the local funding award for the State GF Pandemic Influenza cooperative Agreement Budget period July 1, 2013 through June 30, 2014. All services must be rendered by and purchases encumbered by June 30, 2014. Funds allocated under this Agreement must be liquidated by June 30, 2015. In order for CDPH to liquidate funds by June 30, 2015, a final invoice must be received by CDPH on or before March 1, 2015. This provides LHDs with an additional year to liquidate funds for services rendered by June 30, 2014.
- C. **HPP:** This Agreement provides the local funding award for the HPP federal cooperative Agreement Budget period July 1, 2013 through June 30, 2014. **All services must be rendered by and purchases encumbered by June 30, 2014**, unless grant is extended. Funds allocated under this Agreement must be liquidated by July 31, 2014 with unspent funds carried forward into the next budget period; carryover of HPP funds is limited to 15% of the annual allocation.

Exhibit B, Attachment 1 Criteria for Payments
2013-14 CDC Public Health Emergency Preparedness (PHEP), State General Fund (GF) Pandemic Influenza
2013-14 Allocation Agreement

		CDC PHEP Base and	Reference Lab Allocations
1st Payment	Criteria	CDPH must receive following signed Agreement documents and the PHEP work plan & budget: <ul style="list-style-type: none"> • Signed Agreement Page • Non Supplantation Certification Form • Certification Regarding Lobbying • Submission of PHEP Work Plan • Submission of PHEP Budget 	CDPH must receive following signed Agreement documents and the PHEP workplan & budget: <ul style="list-style-type: none"> • Signed Agreement Page • Non Supplantation Certification Form • Certification Regarding Lobbying • Submission of PHEP Work Plan • Submission of PHEP Budget
	Payment	25% of initial FY 13-14 CDC PHEP Base and/or CRI Allocation	25% of initial FY 13-14 Lab Allocation (not including lab trainees)
2nd Payment	Criteria	<ul style="list-style-type: none"> • 1st Payment Criteria must be met • the Work plan and Budget must be approved • All required application documents must be submitted • Receipt of FY 12-13 Year End Reports • Receipt of expenditure supporting documentation for 25% of 1st quarter PHEP Payment 	<ul style="list-style-type: none"> • 1st Payment Criteria must be met • the Work plan and Budget must be approved • All required application documents must be submitted • Receipt of FY 12-13 Year End Reports • Receipt of expenditure supporting documentation for 25% of 1st quarter Lab Payment
	Payment	50% of the total CDC PHEP Base and/or CRI Allocation (includes carry-forward funds) less the 1st quarter payment	50% of the total Lab Allocation (not including lab trainees) (includes carry-forward funds) less the 1st quarter Lab payment
3rd Payment	Criteria	<ul style="list-style-type: none"> • 1st & 2nd Payment Criteria must be met • Receipt of FY 13-14 Mid-Year reports • Receipt of expenditure supporting documentation for 50% of the total allocation (including carry-forward funds). 	<ul style="list-style-type: none"> • 1st & 2nd Payment Criteria must be met • Receipt of FY 13-14 Mid-Year reports • Receipt of expenditure supporting documentation for 50% of the total Lab allocation (including carry-forward funds).
	Payment	75% of the total CDC PHEP Base and/or CRI Allocation (includes carry-forward funds) less the 1st and 2nd quarter payments	75% of the total Lab Allocation (includes carry-forward funds) less the 1st and 2nd quarter payments
Final Payment	Criteria	<ul style="list-style-type: none"> • 1st, 2nd & 3rd Payment Criteria must be met • Receipt of expenditure supporting documentation for 85% of the total PHEP allocation (including carry-forward funds). 	<ul style="list-style-type: none"> • 1st, 2nd & 3rd Payment Criteria must be met • Receipt of expenditure supporting documentation for 85% of the total Lab allocation (including carry-forward funds).
	Payment	100% of the total CDC PHEP Base and/or CRI Allocation (includes carry-forward funds) less the 1st, 2nd, and 3rd quarter payments	100% of the total Lab Allocation (includes carry-forward funds) less the 1st, 2nd, and 3rd quarter payments

		Lab Trainee Stipends	Lab Training Assistance Grants
1st Payment	Criteria	CDPH must receive the following: <ul style="list-style-type: none"> • Signed Agreement documents • Lab trainee(s) must be included in Lab budget • A copy of the LFS letter approving the trainee • Name and proposed hire date of the trainee • A training plan that provides 6 months of training with a completion date no later than June 30, 2014. • Only 12 traineeships available 	LHD must: <ul style="list-style-type: none"> • be an LRN Sentinel laboratory and submitted signed Agreement documents • have applied for and received approval for at least one lab trainee stipend • be a member of a training consortium with at least one other county • indicate what other county(ies) are part of the consortium and provide a letter from at least one other consortium partner agreeing to the arrangement.
	Payment	Award is dependent on number of trainees requested AND availability of traineeships AND submission of all required documents	Award is dependent on availability of assistantship funds AND meeting all requirements above
2nd Payment	Criteria	N/A	N/A
	Payment	N/A	N/A
3rd Payment	Criteria	N/A	N/A
	Payment	N/A	N/A
Final Payment	Criteria	N/A	N/A
	Payment	N/A	N/A

		HPP	State GF
1st Payment	Criteria	CDPH must receive following signed Agreement <ul style="list-style-type: none"> Signed Agreement Page Non Supplantation Certification Form Certification Regarding Lobbying Five Letters of Support (Refer to the FY 13-14 Application Guidance) Submission of HPP Work Plan Submission of HPP Budget Submission of Health Care Facility (HCF) Form 	CDPH must receive following signed Agreement <ul style="list-style-type: none"> Signed Agreement Page Non Supplantation Certification Form Certification Regarding Lobbying Submission of GF Pan Flu Work Plan Submission of GF Pan Flu Budget
	Payment	25% of HPP Allocation	25% of State GF Pandemic Influenza Allocation
2nd Payment	Criteria	<ul style="list-style-type: none"> 1st Payment Criteria must be met the HPP Work Plan and HPP Budget must be approved An invoice with actual HPP expenditures above the 25% advance amount must be submitted to CDPH Receipt of FY 12-13 Year End Reports All required application documents must be submitted 	<ul style="list-style-type: none"> 1st Payment Criteria must be met the CDC Work Plan and Budget must be approved An invoice with actual State GF Pan Flu expenditures above the 25% advance amount must be submitted to CDPH Receipt of FY 12-13 Year End Reports All required application documents must be submitted
	Payment	CDPH will pay the Local HPP Entity for actual expenditures above the 25% advance (e.g. - if a local entity submits and invoice for 35%, CDPH will pay them 10% because the local entity already received 25%). All contracts or subcontracts above \$5k must be approved by CDPH prior to spending funds or seeking reimbursement.	CDPH will pay the LHD for actual expenditures above the 25% advance (e.g. - if a local entity submits and invoice for 35%, CDPH will pay them 10% because the local entity already received 25%). All contracts or subcontracts above \$5k must be approved by CDPH prior to spending funds or seeking reimbursement.
3rd Payment	Criteria	<ul style="list-style-type: none"> 1st & 2nd Payment Criteria must be met Receipt of FY 13-14 Mid-Year reports An invoice with actual HPP expenditures must be submitted to CDPH 	<ul style="list-style-type: none"> 1st & 2nd Payment Criteria must be met Receipt of FY 13-14 Mid-Year reports An invoice with actual State GF Pan Flu expenditures must be submitted to CDPH
	Payment	CDPH will pay the Local HPP Entity for actual expenditures (above the 2nd payment). All contracts or subcontracts above \$5k must be approved by CDPH prior to spending funds or seeking reimbursement.	CDPH will pay the LHD for actual expenditures (above the 2nd payment). All contracts or subcontracts above \$5k must be approved by CDPH prior to spending funds or seeking reimbursement.
Final Payment	Criteria	<ul style="list-style-type: none"> 1st, 2nd & 3rd Payment Criteria must be met Receipt of required Performance Measure reports An invoice with actual HPP expenditures must be submitted to CDPH 	<ul style="list-style-type: none"> 1st, 2nd & 3rd Payment Criteria must be met An invoice with actual State GF Pan Flu expenditures must be submitted to CDPH
	Payment	CDPH will pay the Local HPP Entity for actual expenditures (above the 3rd payment). All contracts or subcontracts above \$5k must be approved by CDPH prior to spending funds or seeking reimbursement.	CDPH will pay the LHD for actual expenditures (above the 3rd payment) All contracts or subcontracts above \$5k must be approved by CDPH prior to spending funds or seeking reimbursement.

Exhibit C
2013-14 CDC Public Health Emergency Preparedness (PHEP), State General Fund (GF)
Pandemic Influenza, HHS Hospital Preparedness Program (HPP) Funding
Additional Provisions

1. Additional Incorporated Exhibits

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

- A. 2013-14 Federal Guidance Documents:
 - CFDA Number 93.074 – National Hospital Preparedness Program and Public Health Emergency Preparedness Cooperative Agreement Programs
- B. Federal Public Health Preparedness Capabilities: National Standards for State and Local Planning
- C. Federal Healthcare Preparedness Capabilities: National Guidance for Healthcare System Preparedness
- D. CDPH Guidance to LHDs and/or Local HPP Entities for CDC PHEP, State General Fund (GF) Pandemic Influenza, and/or HPP Program Funds.
- E. LHD's and/or Local HPP Entity's Public Health Emergency Preparedness Comprehensive Agreement Application, Work Plans, and Budgets and all attachments (refer to the CDPH Guidance to LHDs and/or Local HPP Entities for all attachments).

2. Contract Amendments

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

3. Cancellation / Termination

- A. This agreement may be cancelled or terminated without cause by either party by giving thirty (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements.
- B. Upon receipt of a notice of termination or cancellation from CDPH, LHD and/or Local HPP Entity shall take immediate steps to stop performance and to cancel or reduce subsequent contract costs.
- C. LHD and/or Local HPP Entity shall be entitled to payment for all allowable costs authorized under this agreement, including authorized non-cancelable obligations incurred up to the date of termination or cancellation, provided such expenses do not exceed the stated maximum amounts payable.
- D. Agreement termination or cancellation shall be effective as of the date indicated in CDPH' notification to LHD and/or Local HPP Entity. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. In the event of early termination or cancellation, LHD and/or Local HPP Entity shall be entitled to compensation for services performed satisfactorily under this Agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this Agreement.

4. Dispute Resolution Process

- A. This provision supplements provision 15 of Exhibit D(F).
- B. CDPH may recoup from a LHD and/or Local HPP Entity any funds allocated pursuant to this article that are unspent or that are not expended for purposes specified in subdivision (d) of Section 101315 of the California Health and Safety Code.
- C. CDPH may also recoup funds expended by the LHD and/or Local HPP Entity in violation of subdivision (d) of Section 101315 of the California Health and Safety Code.
- D. CDPH may withhold quarterly payments of funds to a LHD and/or Local HPP Entity if the LHD and/or Local HPP Entity is not in compliance with

this article or the terms of that LHD's and/or Local HPP Entity's work plans as approved by CDPH.

- E. Before any funds are recouped or withheld from a LHD and/or Local HPP Entity, CDPH shall discuss with local health officials or Local HPP Entities the status of the unspent moneys or the disputed use of the funds, or both.

5. Financial and Compliance Audit Requirements

- A. Paragraph d of provision 16 in Exhibit D(F) is amended to read as follows:

The A-133 audit report must either include the PHEP, HPP and State General Fund Pandemic Influenza programs (as applicable to the contractor) at a minimum once every three years or a separate independent audit of these programs must be conducted according to the requirements specified in OMB Circular A-133 entitled "Audits of States, Local Governments, and Non-Profit Organizations" at least once every three years. If an audit of the PHEP, HPP and State General Fund Pandemic Influenza programs has not been completed within the past two years from the date of this Agreement, an audit of the funds awarded for the period of July 1, 2012 through June 30, 2013 must be conducted and concluded no later than July 1, 2014, or according to the County schedule for the A-133 audit for this 2012-13 fiscal period (July 1, 2012 through June 30, 2013) if PHEP, HPP and State GF Pandemic Influenza funds are included in the A-133 Audit.

In addition, the A-133 or other independent audit must identify the Contractor's legal name and the number assigned to this Agreement and be sent annually to CDPH within 30 days after the completion of the audit. The LHD/HPP Entity shall keep a copy of the audit report on file and have it available for review by CDPH or auditors upon request.

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

Index of Special Terms and Conditions

1. Federal Equal Employment Opportunity Requirements	17. Human Subjects Use Requirements
2. Travel and Per Diem Reimbursement	18. Novation Requirements
3. Procurement Rules	19. Debarment and Suspension Certification
4. Equipment Ownership / Inventory / Disposition	20. Smoke-Free Workplace Certification
5. Subcontract Requirements	21. Covenant Against Contingent Fees
6. Income Restrictions	22. Payment Withholds
7. Audit and Record Retention	23. Performance Evaluation
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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.

g. Motor Vehicles

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

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

Automobile Liability Insurance

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

Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.

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

5. Subcontract Requirements

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

- a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing \$5,000 or more. Except as indicated in Paragraph a(3) herein, when securing subcontracts for services exceeding \$5,000, the Contractor shall obtain at least three bids or justify a sole source award.
 - (1) The Contractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.
 - (2) 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>.

- 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.

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.

<p>_____</p> <p>County of Amador</p> <p>_____ Name of Contractor</p>	<p>_____</p> <p>Richard M. Forster</p> <p>_____ Printed Name of Person Signing for Contractor</p>
<p>_____</p> <p>EPO 13-03</p> <p>_____ Contract / Grant Number</p>	<p>_____</p> <p>Signature of Person Signing for Contractor</p>
<p>_____</p> <p>August 27, 2013</p> <p>_____ Date</p>	<p>_____</p> <p>Chairman, Board of Supervisors</p> <p>_____ Title</p>

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

California Department of Public Health

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

CERTIFICATION REGARDING LOBBYING

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

Approved by OMB
0348-0046

1. Type of Federal Action: <input checked="" type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input checked="" type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input checked="" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: Year ____ quarter ____ date of last report ____
4. Name and Address of Reporting Entity: <input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier ____, if known: County of Amador Public Health Department 10877 Conductor Blvd., Ste. 400, Sutter Creek, CA 95685 Congressional District, If known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, If known:	
6. Federal Department/Agency	7. Federal Program Name/Description: CDFA Number, if applicable: <u>93.074</u>	
8. Federal Action Number, if known:	9. Award Amount, if known: \$	
10.a. Name and Address of Lobbying Registrant <i>(If individual, last name, first name, MI):</i>	b. Individuals Performing Services <i>(including address if different from 10a. (Last name, First name, MI):</i>	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. required disclosure shall be subject to a not more than \$100,000 for each such failure.	Signature: _____ Print Name: <u>Richard M. Forster</u> Title: <u>Chairman, Board of Supervisors</u> Telephone No.: _____ Date: <u>8/27/13</u>	
Federal Use Only		Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a 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.

EXHIBIT E

2013-14 Public Health Emergency Preparedness (PHEP), General Fund Pandemic Influenza (GF Pan Flu) and Hospital Preparedness Program (HPP) Funding

NON-SUPPLANTATION CERTIFICATION FORM

County of Amador Public Health Department

(City/County Name of Local Health Department and/or Local HPP Entity)

I hereby certify that the above-named Local Health Department (LHD) and/or Local HPP Entity shall not use funds allocated by the California Department of Public Health (CDPH) to supplant funding for existing levels of service and that funds shall only be used for the purposes specified in the Fiscal Year (FY) 2013-2014 PHEP, GF Pan Flu, and HPP Funding Agreement as approved by the CDPH.

I further certify that funds received shall be deposited in an interest-bearing Local Public Health Preparedness Trust Fund as per the Health and Safety Code, Section 101317 and expended only for the purposes stated in the LHDs and/or Local HPP Entity's Grant Application Work Plan and Budget, as approved by the CDPH.

Chairperson, Board of Supervisors, Mayor of a City or designee:

Signature:
Printed Name: Richard M. Forster
Title: Chairman, Board of Supervisors
Phone: (209) 223-6470
Date: August 27, 2013

Please return the original signed certification with your FY 2013-2014 PHEP, GF Pan Flu and HPP Funding Agreement Funding Agreement to:

California Department Public Health
Emergency Preparedness Office
Attn: Local Management Unit
MS 7002
P.O. Box 997377
Sacramento, CA 95899-7377

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:	
August 27, 2013	

To: Board of Supervisors

Date: August 20, 2013

Agnet

From: Todd Riebe
(Department Head - please type)

Phone Ext. 453

Department Head Signature *Todd Riebe*

Agenda Title: Request approval of the Application for Victim/Witness Assistance Program Grant Fiscal year 2013/2014

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
Request approval of the Application for Victim/Witness Assistance Program Grant Fiscal Year 2013/2014

Recommendation/Requested Action:
To approve application for the Victim/Witness Assistance Program

Fiscal Impacts (attach budget transfer form if appropriate)	Staffing Impacts
<u>N/A</u>	

Is a 4/5ths vote required? Yes No

Committee Review? N/A

Name _____

Committee Recommendation: _____

Contract Attached:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	N/A <input type="checkbox"/>
Resolution Attached:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Ordinance Attached:	Yes <input type="checkbox"/>	No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Comments: _____			

Request Reviewed by:

Chairman _____	Counsel <u>GC</u>
Auditor <u>EDL</u>	GSA Director <u>HP</u>
CAO <u>CR</u>	Risk Management _____

Distribution Instructions: (Inter-Departmental Only, the requesting Department is responsible for distribution outside County Departments)
Please send approved application to Harla Ward - Victim/Witness

FOR CLERK USE ONLY

Meeting Date <u>August 27, 2013</u>	Time <u>9 a.m.</u>	Item # <u>44</u>
Board Action: Approved Yes ___ No ___ Unanimous Vote: Yes ___ No ___		
Ayes: _____	Resolution _____	Ordinance _____
Noes _____	Resolution _____	Ordinance _____
Absent: _____		

Distributed on _____	A new ATF is required from _____ Department	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 _____	For meeting of _____	

EDMUND G. BROWN JR.
GOVERNOR

MIKE DAYTON
ACTING SECRETARY



3650 SCHRIEVER AVENUE
MATHER, CA 95655

PHONE (916) 324-3217
FAX (916) 324-8554

CALIFORNIA EMERGENCY MANAGEMENT AGENCY

Application Cover Sheet

RFA PROCESS

Victim/Witness Assistance (VW) Program Request for Application Fiscal Year 2013/14

Submitted by:

**Amador County Victim/Witness Assistance Program
708 Court Street, Jackson, CA 95642
209/223-6475**

(Cal EMA Use Only)

Cal EMA# _____ FIPS# _____ VS _____ CFDA# _____ Grant# _____

CALIFORNIA EMERGENCY MANAGEMENT AGENCY GRANT AWARD FACE SHEET (Cal EMA 2-101)

The California Emergency Management Agency hereafter designated Cal EMA, hereby makes a Grant Award of funds to the following:

1. **Grant Recipient:** Amador County **1a. DUNS#** 19035862

In the amount and for the purpose and duration set forth in this Grant Award.

2. **Implementing Agency:** Amador County District Attorney's Office **2a. DUNS#** _____

3. **Implementing Agency Address:** 708 Court Street Jackson 95642-0000
Street City Zip+4

4. **Location of Project:** 708 Court Street Amador 95642-0000
City County Zip+4

Amador County Victim/Witness Assistance Prog.

5. **Disaster/Program Title:** _____ **6. Performance Period:** 07/01/13 to 06/30/14

Grant Year	Fund Source	A. State	B. Federal	C. Total	D. Cash Match	E. In-Kind Match	F. Total Match	G. Total Project Cost
Select	7. VWA0	\$58,157					\$0	\$58,157
Select	8. VOCA	\$41,191					\$0	\$41,191
Select	9. Select						\$0	\$0
Select	10. Select						\$0	\$0
Select	11. Select						\$0	\$0
	12. TOTALS	\$99,348	\$0	\$99,348	\$0	\$0	\$0	^{12G.} Total Project Cost: \$99,348

13. This Grant Award consists of this title page, the application for the grant, which is attached and made a part hereof, and the Assurances/Certifications. I hereby certify I am vested with the authority to enter into this Grant Award Agreement, and have the approval of the City/County Financial Officer, City Manager, County Administrator, Governing Board Chair, or other Approving Body. The Grant Recipient certifies that all funds received pursuant to this agreement will be spent exclusively on the purposes specified in the Grant Award. The Grant Recipient accepts this Grant Award and agrees to administer the grant project in accordance with the Grant Award as well as all applicable state and federal laws, audit requirements, federal program guidelines, and Cal EMA policy and program guidance. The Grant Recipient further agrees that the allocation of funds may be contingent on the enactment of the State Budget.

14. **Official Authorized to Sign for Applicant/Grant Recipient:** _____ **15. Federal Employer ID Number:** 946000505

Name: Richard Forster Title: Chairman, Amador County Board of Supervisors

Telephone: (209) 223-6470 FAX: (209) 223-6210 Email: rforster@amadorgov.org
(area code) (area code)

Payment Mailing Address: 810 Court Street City: Jackson Zip+4: 95642-0000

Signature: _____ Date: _____

[FOR Cal EMA USE ONLY]

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purposes of this expenditure stated above.

Cal EMA Fiscal Officer Date Cal EMA Secretary (or designee) Date

PROJECT CONTACT INFORMATION

Recipient Amador County Grant Number VW13280030

Provide the name, title, address, telephone number, and e-mail address for the project contacts named below. **NOTE: If you use a PO Box address, a street address is also required for package delivery and site visit purposes.**

1. The **Project Director** for the project:

Name: Todd D. Riebe Title: Amador County District Attorney

Telephone #: (209) 223-6444 Fax#: (209) 223-6304 Email Address: triebe@amadorgov.org

Address/City/Zip + 4: 708 Court Street, Jackson, CA 95642

2. The **Financial Officer** for the project:

Name: Eugene J. Lowe Title: Amador County Auditor

Telephone #: (209) 223-6357 Fax#: (209) 223-6721 Email Address: Jlowe@amadorgov.org

Address/City/Zip + 4: 810 Court Street, Jackson, CA 95642

3. The **person** having **Routine Programmatic** responsibility for the project:

Name: Harla Ward Title: Project Coordinator

Telephone #: (209) 223-6475 Fax#: (209) 223-6480 Email Address: hward@amadorgov.org

Address/City/Zip + 4: 708 Court Street, Jackson, SA 95642

4. The **person** having **Routine Fiscal Responsibility** for the project:

Name: Kim Holland Title: Legal Assistant

Telephone #: (209) 223-6760 Fax#: (209) 223-6304 Email Address: kholland@amadorgov.org

Address/City/Zip + 4: 708 Court Street, Jackson, CA 95642

5. The **Executive Director** of a nonprofit organization or the **Chief Executive Officer** (i.e., chief of police, superintendent of schools) of the implementing agency:

Name: Todd Riebe Title: Amador District Attorney

Telephone #: (209) 223-6444 Fax#: (209) 223-6304 Email Address: triebe@amadorgov.org

Address/City/Zip + 4: 708 Court Street, Jackson, CA 95642

6. The **Official Designated** by the Governing Board to enter into the Grant Award Agreement for the city/county or Community-Based Organization, as stated in Block 14 of the Grant Award Face Sheet:

Name: Richard Forster Title: Chairman, Amador County Board of Supervisors

Telephone #: (209) 223-6470 Fax#: (209) 223-6210 Email Address: rforster@amadorgov.org

Address/City/Zip + 4: 810 Court Street, Jackson, CA 95642

7. The **chair** of the **Governing Body** of the recipient:

Name: Richard Forster Title: Chairman, Amador County Board of Supervisors

Telephone #: (209) 223-6470 Fax#: (209) 223-6210 Email Address: rforster@amadorgov.org

Address/City/Zip + 4: 810 Court Street, Jackson, CA 95642

SIGNATURE AUTHORIZATION

Grant Award #: VW13280030

Grant Recipient: Amador County

Implementing Agency: Amador County District Attorney

***The Project Director and Financial Officer are *REQUIRED* to sign this form.**

***Project Director:** Todd D. Riebe

Signature: 

Date: 8/20/13

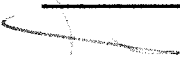
***Financial Officer:** Eugene J. Lowe

Signature: 

Date: 8/20/13

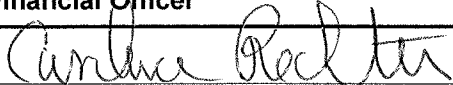
The following persons are authorized to sign for the
Project Director

The following persons are authorized to sign for the
Financial Officer


Signature

Melinda Aiello

Name


Signature

Candace Rechter

Name

Signature

Name

Signature

Name

Signature

Name

Signature

Name

Signature

Name

Signature

Name

Signature

Name

Signature

Name

CERTIFICATION OF ASSURANCE OF COMPLIANCE
With Statutory Requirements of the Violence Against Women Act (VAWA) As Amended,
Services*Training*Officers*Prosecutors (STOP) Formula Grant Program
and
Victims of Crime Act (VOCA) Fund

The applicant must complete a Certification of Assurance of Compliance – VAWA and VOCA (Cal OES 2-104h), which includes details regarding Federal Grant Funds, Equal Employment Opportunity Program (EEO), Drug Free Workplace Compliance, California Environmental Quality Act, Lobbying, Debarment and Suspension requirements, Proof of Authority from City Council/Governing Board, the statutory requirements of the VAWA S*T*O*P Formula Grant Program, and the special conditions under the Victims of Crime Act (VOCA). The applicant is required to submit the necessary assurances and documentation before finalization of the Grant Award Agreement. In signing the Grant Award Face Sheet, the applicant formally notifies Cal OES that the applicant will comply with all pertinent requirements.

Resolutions are no longer required as submission documents. Cal OES has incorporated the resolution into the Certification of Assurance of Compliance, Section VII, entitled, "Proof of Authority from City Council/Governing Board." The Applicant is required to obtain written authorization (original signature) from the City Council/Governing board that the official executing the agreement is, in fact, authorized to do so, and will maintain said written authorization on file and readily available upon demand. This requirement does not apply to state agencies.

CERTIFICATION OF ASSURANCE OF COMPLIANCE
With Statutory Requirements of the Violence Against Women Act (VAWA) As Amended,
Services*Training*Officers*Prosecutors (STOP) Formula Grant Program
and
Victims of Crime Act (VOCA) Fund

I, Richard Forster hereby certify that
(official authorized to sign grant award; same person as Section 14 on Grant Award Face Sheet)

RECIPIENT: Amador County
IMPLEMENTING AGENCY: Amador County District Attorney's Office
PROJECT TITLE: Amador County Victim/Witness Assistance Program

is responsible for reviewing the *Grant Recipient Handbook* and adhering to all of the Grant Award Agreement requirements (state and/or federal) as directed by CAL OES including, but not limited to, the following areas:

I. Federal Grant Funds

Recipients expending \$500,000 or more in federal grant funds annually are required to secure an audit pursuant to OMB Circular A-133 and are allowed to utilize federal grant funds to budget for the audit costs. See Section 8000 of the Recipient Handbook for more detail.

- The above named recipient receives \$500,000 or more in federal grant funds annually.
- The above named recipient does not receive \$500,000 or more in federal grant funds annually.

II. Equal Employment Opportunity – (Recipient Handbook Section 2151)

It is the public policy of the State of California to promote equal employment opportunity by prohibiting discrimination or harassment in employment because of race, religious creed, color, national origin, ancestry, disability (mental and physical) including HIV and AIDS, medical condition (cancer and genetic characteristics), marital status, sex, sexual orientation, denial of family medical care leave, denial of pregnancy disability leave, or age (over 40). **Cal OES-funded projects certify that they will comply with all state and federal requirements regarding equal employment opportunity, nondiscrimination and civil rights.**

Please provide the following information:

Equal Employment Opportunity Officer: Chuck Illey
Title: County Administration Officer
Address: 810 Court Street, Jackson, CA 95642
Phone: 209/223-6470
Email: cilley@amadorgov.org

III. Drug-Free Workplace Act of 1990 – (Recipient Handbook, Section 2152)

The State of California requires that every person or organization awarded a grant or contract shall certify it will provide a drug-free workplace.

IV. California Environmental Quality Act (CEQA) – (Recipient Handbook, Section 2153)

The California Environmental Quality Act (CEQA) (*Public Resources Code, Section 21000 et seq.*) requires all Cal OES funded projects to certify compliance with CEQA. Projects receiving funding must coordinate with their city or county planning agency to ensure that the project is compliance with CEQA requirements.

V. Lobbying – (Recipient Handbook Section 2154)

Cal OES grant funds, grant property, or grant funded positions shall not be used for any lobbying activities, including, but not limited to, being paid by or on behalf of the undersigned, to 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 the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

VI. Debarment and Suspension – (Recipient Handbook Section 2155)

(This applies to federally funded grants only.)

Cal OES-funded projects must certify that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department of agency.

VII. Proof of Authority from City Council/Governing Board

The above-named organization (applicant) accepts responsibility for and will comply with the requirement to obtain written authorization from the city council/governing board in support of this program. The applicant agrees to provide all matching funds required for said project (including any amendment thereof) under the Program and the funding terms and conditions of Cal OES, and that any cash match will be appropriated as required. It is agreed that any liability arising out of the performance of this Grant Award Agreement, including civil court actions for damages, shall be the responsibility of the grant recipient and the authorizing agency. The State of California and Cal OES disclaim responsibility of any such liability. Furthermore, it is also agreed that grant funds received from Cal OES shall not be used to supplant expenditures controlled by the city council/governing board.

The applicant is required to obtain written authorization from the city council/governing board that the official executing this agreement is, in fact, authorized to do so. The applicant is also required to maintain said written authorization on file and readily available upon demand.

VIII. Special Condition for Violence Against Women Act (VAWA)

• **Filing Costs for Criminal Charges and Protection**

Its laws, policies, and practices do not require, in connection with the prosecution of any misdemeanor or felony domestic violence offense, or in connection with the filing, issuance, registration, or service of a protection order, or a petition for a protection order, to protect a victim of domestic violence, stalking, or sexual assault, that the victim bear the costs associated with the filing of criminal charges against the offender, or the costs associated with the filing, issuance,

registration, or service of a warrant, protection order, petition for a protection order, or witness subpoena, whether issued inside or outside the state, tribal, or local jurisdiction.

- **Forensic Medical Examination Payment Requirement for Victims of Sexual Assault**

The state or territory, Indian tribal government, unit of local government, or another governmental entity incurs the full out-of-pocket cost of forensic medical exams for victims of sexual assault.

The state or territory, Indian tribal government, unit of local government, or another governmental entity Cal OES not require a victim of sexual assault to participate in the criminal justice system or cooperate with law enforcement in order to be provided with a forensic medical exam, or to be reimbursed for charges incurred on account of such an exam.

- **Judicial Notification**

The state's judicial administrative policies and practices include notification to domestic violence offenders of the requirements delineated in section 922(g)(8) and (g)(9) of title 18, United States Code, and any applicable related Federal, State, or local laws.

- **Polygraph Testing Prohibition**

The state or local unit of government's laws, policies, or practices ensure that no law enforcement officer, prosecuting officer or other government official shall ask or require an adult, youth, or child victim of an alleged sex offense as defined under Federal, tribal, state, territorial, or local law to submit to a polygraph examination or other truth telling device as a condition for proceeding with the investigation of such an offense.

- Under 42 U.S.C. 3796gg-8(b), the refusal of a victim to submit to a polygraph or other truth telling examination shall not prevent the investigation, charging, or prosecution of an alleged sex offense by a state, Indian tribal government, territorial government, or unit of local government.

- **Nondisclosure of Confidential or Private Information Regarding Services for Victims**

Recipients and subrecipients may not disclose personally identifying information about victims served with Violence Against Women funds without a written release, unless the disclosure of the information is required by a statute or court order. "Personally identifying information" means individually identifying information for or about an individual including information likely to disclose the location of a victim of domestic violence, dating violence, sexual assault, or stalking. Releases must be written, informed and reasonably time-limited and signed by the victim unless the victim is an un-emancipated minor or a person with disabilities.

- **Consultation and Documentation with Local Victim Services Programs**

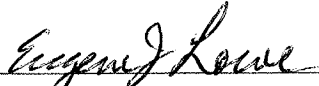
(Applies only to law enforcement, prosecution and the courts)

Tribal, territorial, State, or local prosecution, law enforcement, and courts must consult with tribal, territorial, State or local victim service programs during the course of developing their grant applications. This will ensure that proposed activities and equipment acquisitions are designed to promote the safety, confidentiality, and economic independence of victims of domestic violence, sexual assault, stalking and dating violence.

IX. Special Condition for Grant Awards with Victims of Crime Act (VOCA) Fund

- The grant recipient agrees to administer the grant in accordance with the VOCA, the VOCA Program Guidelines and the Office of Justice Programs Financial Guide.

All appropriate documentation must be maintained on file by the project and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the Recipient may be ineligible for award of any future grants if the Cal OES determines that any of the following has occurred: (1) the Recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

CERTIFICATION							
<p>I, the official named below, am the same individual authorized to sign the Grant Award Agreement [Section 14 on Grant Award Face Sheet], and hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the above described certification. 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.</p>							
Authorized Official's Signature:							
Authorized Official's Typed Name:	Richard Forster						
Authorized Official's Title:	Chairman of Amador Board of Supervisors						
Date Executed:							
Federal Employer ID #:	94-6000-505						
Federal DUNS #:	19035862						
Current Central Contractor Registration Expiration Date:							
Executed in the City/County of:	Amador						
<p>AUTHORIZED BY: <i>(not applicable to State agencies)</i></p>							
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%;"><input type="checkbox"/> City Financial Officer</td> <td style="width: 50%;"><input checked="" type="checkbox"/> County Financial Officer</td> </tr> <tr> <td><input type="checkbox"/> City Manager</td> <td><input type="checkbox"/> County Manager</td> </tr> <tr> <td><input type="checkbox"/> Governing Board Chair</td> <td></td> </tr> </table>		<input type="checkbox"/> City Financial Officer	<input checked="" type="checkbox"/> County Financial Officer	<input type="checkbox"/> City Manager	<input type="checkbox"/> County Manager	<input type="checkbox"/> Governing Board Chair	
<input type="checkbox"/> City Financial Officer	<input checked="" type="checkbox"/> County Financial Officer						
<input type="checkbox"/> City Manager	<input type="checkbox"/> County Manager						
<input type="checkbox"/> Governing Board Chair							
Signature:							
Typed Name:	Eugene J. Lowe						
Title:	Amador County Auditor						

CERTIFICATION OF ASSURANCE OF COMPLIANCE Victims of Crime Act (VOCA) Fund

The applicant must complete a Certification of Assurance of Compliance-VOCA (Cal EMA 2-104f), which includes details regarding Federal Grant Funds, Equal Employment Opportunity Program (EEO), Drug Free Workplace Compliance, California Environmental Quality Act, Lobbying, Debarment and Suspension requirements, Proof of Authority from City Council/Governing Board, and the special conditions under the Victims of Crime Act (VOCA). The applicant is required to submit the necessary assurances and documentation before finalization of the Grant Award Agreement. In signing the Grant Award Face Sheet, the applicant formally notifies Cal EMA that the applicant will comply with all pertinent requirements.

Resolutions are no longer required as submission documents. Cal EMA has incorporated the resolution into the Certification of Assurance of Compliance, Section VI, entitled, "Proof of Authority from City Council/Governing Board." The Applicant is required to obtain written authorization (original signature) from the City Council/Governing board that the official executing the agreement is, in fact, authorized to do so, and will maintain said written authorization on file and readily available upon demand. This requirement does not apply to state agencies.

**CERTIFICATION OF ASSURANCE OF COMPLIANCE
Victims of Crime Act (VOCA) Fund**

I, Richard Forster hereby certify that
(official authorized to sign grant award; same person as Section 14 on Grant Award Face Sheet)

RECIPIENT: Amador County

IMPLEMENTING AGENCY: Amador County District Attorney's Office

PROJECT TITLE: Amador County Victim/Witness Assistance Program

is responsible for reviewing the *Grant Recipient Handbook* and adhering to all of the Grant Award Agreement requirements (state and/or federal) as directed by Cal EMA including, but not limited to, the following areas:

I. Federal Grant Funds

Recipients expending \$500,000 or more in federal grant funds annually are required to secure an audit pursuant to OMB Circular A-133 and are allowed to utilize federal grant funds to budget for the audit costs. See Section 8000 of the Recipient Handbook for more detail.

- The above named recipient receives \$500,000 or more in federal grant funds annually.
- The above named recipient does not receive \$500,000 or more in federal grant funds annually.

II. Equal Employment Opportunity – (Recipient Handbook Section 2151)

It is the public policy of the State of California to promote equal employment opportunity by prohibiting discrimination or harassment in employment because of race, religious creed, color, national origin, ancestry, disability (mental and physical) including HIV and AIDS, medical condition (cancer and genetic characteristics), marital status, sex, sexual orientation, denial of family medical care leave, denial of pregnancy disability leave, or age (over 40). **Cal EMA-funded projects certify that they will comply with all state and federal requirements regarding equal employment opportunity, nondiscrimination and civil rights.**

Please provide the following information:

Equal Employment Opportunity Officer: Chuck Illey
Title: County Administration Officer
Address: 810 Court Street, Jackson, Ca 95642
Phone: 209/223-6470
Email: cilley@amadorgov.org

III. Drug-Free Workplace Act of 1990 – (Recipient Handbook, Section 2152)

The State of California requires that every person or organization awarded a grant or contract shall certify it will provide a drug-free workplace.

IV. California Environmental Quality Act (CEQA) – (Recipient Handbook, Section 2153)

The California Environmental Quality Act (CEQA) (*Public Resources Code, Section 21000 et seq.*) requires all Cal EMA funded projects to certify compliance with CEQA. Projects receiving funding must coordinate with their city or county planning agency to ensure that the project is compliance with CEQA requirements.

V. Lobbying – (Recipient Handbook Section 2154)

Cal EMA grant funds, grant property, or grant funded positions shall not be used for any lobbying activities, including, but not limited to, being paid by or on behalf of the undersigned, to 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 the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement.

VI. Debarment and Suspension – (Recipient Handbook Section 2155)

(This applies to federally funded grants only.)

Cal EMA-funded projects must certify that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court, or voluntarily excluded from covered transactions by any federal department of agency.

VII. Proof of Authority from City Council/Governing Board

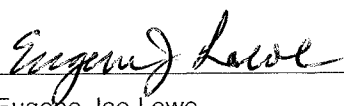
The above-named organization (applicant) accepts responsibility for and will comply with the requirement to obtain written authorization from the city council/governing board in support of this program. The applicant agrees to provide all matching funds required for said project (including any amendment thereof) under the Program and the funding terms and conditions of Cal EMA, and that any cash match will be appropriated as required. It is agreed that any liability arising out of the performance of this Grant Award Agreement, including civil court actions for damages, shall be the responsibility of the grant recipient and the authorizing agency. The State of California and Cal EMA disclaim responsibility of any such liability. Furthermore, it is also agreed that grant funds received from Cal EMA shall not be used to supplant expenditures controlled by the city council/governing board.

The applicant is required to obtain written authorization from the city council/governing board that the official executing this agreement is, in fact, authorized to do so. The applicant is also required to maintain said written authorization on file and readily available upon demand.

VIII. Special Condition for Grant Awards with Victims of Crime Act (VOCA) Fund

The grant recipient agrees to administer the grant in accordance with the VOCA, the VOCA Program Guidelines, and the Office of Justice Programs Financial Guide.

All appropriate documentation must be maintained on file by the project and available for Cal EMA or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the Recipient may be ineligible for award of any future grants if the Cal EMA determines that any of the following has occurred: (1) the Recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

CERTIFICATION	
<p>I, the official named below, am the same individual authorized to sign the Grant Award Agreement [Section 14 on Grant Award Face Sheet], and hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the above described certification. 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.</p>	
Authorized Official's Signature:	_____
Authorized Official's Typed Name:	Richard Forster
Authorized Official's Title:	Chairman, Amador County Board of Supervisors
Date Executed:	_____
Federal Employer ID #:	94-6000-505
Federal DUNS #	19035862
Current Central Contractor Registration Expiration Date:	_____
Executed in the City/County of:	Amador
<p>AUTHORIZED BY: <i>(not applicable to State agencies)</i></p>	
<input type="checkbox"/> City Financial Officer	<input checked="" type="checkbox"/> County Financial Officer
<input type="checkbox"/> City Manager	<input type="checkbox"/> County Manager
<input type="checkbox"/> Governing Board Chair	
Signature:	
Typed Name:	Eugene Joe Lowe
Title:	Amador County Auditor

BUDGET CATEGORY AND LINE ITEM DETAIL

Grant Recipient: Amador County		Grant Number: VW13280030						
A. Personal Services – Salaries/Employee Benefits	STATE	VOCA	VOCA MATCH	FVPSA	FVPSA MATCH	VAWA	VAWA MATCH	COST
Salaries:								
<u>Program Coordinator</u>								
FY 13/14 522 hrs x \$33.92 per hr = \$17,706.24								
COLA Inc. 1566 hrs x \$34.94 per hr=\$54,716.04								
Combined Total = \$72,422.28								
<p>THE ABOVE DIRECT SERVICES FUNDS ARE DESIGNATED AS VOCA COMPLIANT.</p>								
Benefits:								
*Note: Benefits include insurance allowance, FICA, Medicare, and Workers' Compensation Ins.								
<u>Program Coordinator</u>								
Health/Dental/Vision Insurance								
\$72,422.28 x .13015 = \$9,425.76								
	\$7,356	\$752	\$1,318					\$9,426
Retirement								
\$72,422.28 x .124 = \$8,980.36								
			\$8,980					\$8,980
Social Security/FICA/OASDI								
\$72,422.28 x .042 = \$3,041.74								
		\$3,042						\$3,042
Workers' Compensation Insurance								
\$72,422.28 x .05 = \$3,621.11								
		\$3,621						\$3,621
Personal Section Totals	\$46,002	\$41,191	\$10,298	\$0	\$0	\$0	\$0	\$97,491
PERSONAL TOTAL								\$97,491

BUDGET CATEGORY AND LINE ITEM DETAIL

Grant Recipient: Amador County		Grant Number: VW13280030						
B. Operating Expenses	STATE	VOCA	VOCA MATCH	FVPSA	FVPSA MATCH	VAWA	VAWA MATCH	COST
Office Supplies general office supplies, paper \$18 x 12 mos. = \$216	\$216							\$216
Financial Compliance Audit	\$1,200							\$1,200
Communications 2 phone lines and 1 fax line \$18.33 mo. x 12 mos. = \$219.96	\$220							\$220
Postage	\$68							\$68
Training Meals for (2) persons attending (1) OES mandatory training (2 persons) x \$14 per diem = \$28	\$28							\$28
Dues - CCVAA	\$125							\$125
Operating Section Totals	\$1,857	\$0	\$0	\$0	\$0	\$0	\$0	
OPERATING TOTAL								\$1,857

BUDGET CATEGORY AND LINE ITEM DETAIL

Grant Recipient: Amador County			Grant Number: VW13280030					
C. Equipment	STATE	VOCA	VOCA MATCH	FVPSA	FVPSA MATCH	VAWA	VAWA MATCH	COST
No Equipment Requested								
Equipment Section Totals	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
EQUIPMENT TOTAL								
Catagory Totals <i>Same as Section 10 on the Grant Award Face Sheet</i>	\$47,859	\$41,191	\$10,298	\$0	\$0	\$0	\$0	
Total Project Cost²								\$99,348
<i>*Same as Block 10G on Grant Award Face Sheet</i>								

Budget Narrative

Funds budgeted are there to support the stated objectives and activities of the Project.

This office will remain open and staffed Monday through Friday; all calls and inquiries will be answered as quickly as possible and the needs of victims will continue to be our priority. The budget proposed does not cover minimum requirements for the upcoming year; there will be almost no funding for office supplies including postage, which has been impacted by victim notice requirements in Marsy's Law. Training required for staff will need to be accomplished locally at no cost if possible.

All staff is Project-funded and give full commitment to this program, with no other job responsibilities; our Director, the District Attorney, takes no salary from the grant and financial and technical support is provided at no additional charge. At this time the full time staff person is fully trained. The Project Coordinator/ Advocate has been with Victim/Witness for sixteen years and has completed Entry Level Advocate training, Advanced Advocate and Project Coordinator training provided by California Crime Victims Assistance Association (of which she is a member in good standing) and OCJP, now CalEMA. She is also certified as a Senior Victim Advocate which requires five years experience, is certified in Crisis Response Team Training from NOVA through OES and has completed the advanced portion of Crisis Response Training as well. Staff will attend trainings held locally whenever possible and participate in interagency programs to maximize the outreach we are able to provide.

Our location in the District Attorney's Office affords phone coverage and makes information and assistance available to walk in clients. Travel to court, meetings, daily business errands, home visits and witness transportation is not included in this budget; it will be done at the expense of the sole staff member in her own vehicle. Days off for the single staff member or vacation time leaves this office with no coverage except phones being answered by District Attorney's staff. The money allocated in this budget for training is at a minimum rate, mandated training for Coordinator and financial person will be done in Sacramento, close enough to drive

Applicant: _____

Grant Number: _____

each day, reducing cost to mileage and meals. The Coordinator/Advocate is on call while away and in emergency situations an agreement of mutual support with Calaveras County Victim/Witness provides for initial victim contact, providing information and available services.

No subcontracts or unusual expenditures are expected and salary calculations are shown on the budget pages. The Victim/Witness Program is handled as a department of the county; as such, staff salary and benefits are subject to the county employees' five year contract with Amador County

Project Narrative

PROBLEM STATEMENT

Amador County covers 568 square miles ranging from gently rolling pastures in the west to rugged mountain terrain in the east; elevations ranging from 200 to 9,000 feet. The county seat is the City of Jackson, incorporated in 1905. Other incorporated communities are Amador City, Lone, Plymouth and Sutter Creek; although small by most urban standards, three of these cities have their own police departments. Mule Creek State Prison is situated in the Northwestern area and houses 3,832 inmates, Preston youth facility has been closed and the Pine Grove CYA camp remains open at this time. Crimes committed on prison grounds are prosecuted by this county and victims and witnesses are assisted by this program. Crimes committed at or related to the Jackson Rancheria Casino are handled here as well; two additional casinos are still planned but to date remain unbuilt. The most recent census lists Amador's population at 37,035 with an ethnic breakdown of 90.9% White, 2.3% Black, 12.7% Hispanic, 2.1% Native American and 1.4% Asian, Pacific Rim and Other. This report also places our population over the age of 65 at 23.%, much higher than the state at 12.1%.

In the past few years, lack of staffing has left us unable to provide much outreach; missing is the public knowledge that we are here. Direct services to victims are maintained at a priority level but Optional services are not able to be delivered at a desirable level.

PLAN AND IMPLEMENTATION

This project's emphasis has been meeting the needs of victims of violent crimes; however, all victims are served by our office on request of either the victim, the District Attorney's office or by a law enforcement agency that may refer someone to us. Each victim receives contact information at the time a report is being taken and encouraged to get in touch with our office; additionally the District Attorney's staff send Marsy's Rights pamphlets to each named victim at the time of charging; this information includes Victim/Witness contact number as well. We also receive referrals from CPS, APS, the women's center and many other service agencies in the area. The shortage of advocates to deliver direct services is still a problem that lacks a permanent solution at this time. A new volunteer has been added to the program, unfortunately she is not able to provide as much time as originally anticipated. Her time in the office is tracked on a "dates and hours worked" time sheet, (attached) and given to the Project Coordinator.

The antiquated DOS program that we have used since the 90s has finally given up, and while the information was successfully transferred to a data system in Excel for storage, keeping it updated is cumbersome and difficult to navigate. This leaves the program without an efficient way to save and collect client information; there are no funds to purchase a replacement and we now spend more time than we don't have trying to capture important information.

This office is located in the District Attorneys Office which provides the ability to forward calls to clerical staff when we are out of the office and walk in clients can be given information and a time to return; we are not currently being charged for this assistance. This facility also meets all ADA requirements with wheelchair access to the front door of the building and an elevator is available if it becomes necessary to go upstairs for any reason, clients and future staff can be accommodated.

Victim Witness is an active member of our Amador County Domestic Violence Council, comprising twenty two agencies, including our presiding Superior Court Judge, and the

Applicant: _____

Grant Number: _____

Judge who presides in family law matters, Chief Probation Officer, District Attorney, Public Health Nurse, all Amador County Police Chiefs (or their representatives), Child Protective Services supervisor, a representative from the Sheriff's Office, Kene Me-Wu Family Healing Center, Amador Tuolumne Community Action Agency, Operation Care and other community agencies involved in domestic violence prevention. We meet every month and communicate frequently; keeping our program aware of help available for the victims we serve in both domestic violence and child abuse cases. Our participation in the group provides many advantages with minimal time spent.

Every year we participate in a booth at the Amador County Fair with the District Attorney's Office, spending time meeting the public and answering questions about our program. Many law enforcement officers in our county carry pocket sized Referral Slips provided by our program; the information includes agencies involved in Domestic Violence, their phone numbers, a case number, name of deputy/officer and some of the services provided by the Victim/Witness Program. Many of the victims contacting our office are a direct result of these cards. We no longer provide a waiting area for them but we try to maintain good communication and exchange information on a regular basis resulting in quality assistance to the victims we serve.

Public transportation and affordable housing remains an issue in our rural area but we are able to make arrangements to get the information to victims who need services. Relocation funds are not always helpful; lack of available housing and high rents are restrictive but we continue to maintain good relations with the complex managers providing low income housing and in a few cases have been able to expedite long waiting lists.

Providing service to victims with hearing impairments is handled on an individual case basis, there are a limited number of translators available in our area. We have good access available for the disabled and we can make field visits when necessary. This office has an operational agreement with San Joaquin Victim/Witness to provide

Applicant: _____

Grant Number: _____

Spanish speaking assistance when necessary for completing forms and requests for services. As stated in the census portion, our elderly population is one of the largest percentages in the state: we receive requests for assistance from Adult Protective Services and Law Enforcement. Amador County is a rural community; we lack many of the services that may be available in larger counties but we work on a first name basis with law enforcement and other agencies. This connection still allows us to know more about the gaps in services and to reach out to victims as individuals, reducing the time from event to solution. Maintaining good communication and staying current with services offered by all other agencies ensures full utilization of what is available. Our existing Operational Agreements are listed within this application and reflect the cooperation of the Amador County agencies that we rely on day to day. We maintain a close, working relationship with our women's center and rely on several other related agencies in our community to achieve our goals. Amador First Five continues to provide funding for attorneys to represent victims (with children under 5) and obtain restraining and custody Orders. Assisting with restraining orders is an optional service to our program but a critical safety issue for many of the families we work with. The ability to refer them to an attorney is a luxury in our rural community. Elder Abuse restraining order requests are still given assistance because there is no other agency to help them, their vulnerability makes them a priority.

This year, a cut in grant funding would greatly impact this program's ability to serve the needs of victims in Amador County; that being said, providing the most comprehensive assistance possible remains our most important consideration.

After hours contact number is 209/304-9686 (Cell). Home address and phone number is on file at the Amador County Sheriff's Office; in case of an emergency, contact can be made through them at 209/223-6500

PROJECT SUMMARY

1. GRANT AWARD NO. VW13280030

2. PROJECT TITLE Amador County Victim/Witness Assistance Program

3. GRANT PERIOD

July 1, 2013 to June 30, 2014

4. APPLICANT

Name: Amador County Phone: (209)223-6470
Address: 810 Court Street Fax #: (209)223-6210
City: Jackson Zip: 95642

5. GRANT AMOUNT

(this is the same amount as 10G of the Grant Award Face Sheet)

\$ 99,348

6. IMPLEMENTING AGENCY

Name: Amador County District Attorney Phone: (209)223-6444 Fax #: (209)223-6304
Address: 708 Court Street City: Jackson Zip: 95642

7. PROGRAM DESCRIPTION

Penal Code Section 13835 lists the required primary and optional services to be provided by the Victim/Witness Center.

8. PROBLEM STATEMENT

Possible reduction of the grant amount will have negative effects on this project. The total amount does not cover basic necessities: travel, postage and office supplies will be reduced from already insufficient amounts. Replacement of outdated, now non-functioning data system is not financially possible. Day to day challenges are amplified while single paid staff member struggles to deliver vital services. Part time volunteer has not been able to give as much time as originally expected.

9. OBJECTIVES

This project will continue to deliver services to victims and witnesses at the highest level possible by utilizing every connection with the community and other agencies.

10. ACTIVITIES

Maintain active membership with Amador County Domestic Violence Council and participate in their agency functions; maximize contacts and referrals increasing ability to perform outreach.
 Maintain strong relationships with all law enforcement agencies, women's center and DV support agencies.
 Continue to deliver the highest quality direct services to victims regardless of staff shortage and budget challenges.

11. EVALUATION (if applicable)

12. NUMBER OF CLIENTS

(if applicable)

250

13. PROJECT BUDGET

(these are the same amounts as on Budget Pages)

	Personal Services	Operating Expenses	Equipment	TOTAL
	\$97,491			\$97,491
		\$1,857		\$1,857
				\$0
				\$0
				\$0
				\$0
Totals:	\$97,491	\$1,857	\$0	\$99,348

Operational Agreements (OA) Summary Form

List of Agencies/Organizations/Individuals	Date OA Signed (xx/xx/xxxx)	Dates of OA From:	To:
1. Amador District Attorney's Office	07/01/2012	to	06/30/2015
2. Amador County DA Elder Abuse Vertical Prosecution	07/01/2012	to	06/30/2015
3. Amador County Sheriff's Office	07/01/2012	to	06/30/2015
4. Amador County Probation Department	07/01/2012	to	06/30/2015
5. Amador County CPS and APS	07/01/2012	to	06/30/2015
6. Amador Tuolumne Community Action Agency	07/01/2012	to	06/30/2015
7. Jackson Police Department	07/01/2012	to	06/30/2015
8. Sutter Creek Police Department	07/01/2012	to	06/30/2015
9. Ione Police Department	07/01/2012	to	06/30/2015
10. California Highway Patrol - Jackson Office	07/01/2012	to	06/30/2015
11. Operation Care	07/01/2012	to	06/30/2015
12. Kene Me Wu Family Healing Center	07/01/2012	to	06/30/2015
13. San Joaquin County Victim/Witness	07/01/2012	to	06/30/2015
14. First 5 of Amador County	07/01/2012	to	06/30/2015
15.		to	
16.		to	
17.		to	
18.		to	
19.		to	
20.		to	

Use additional pages if necessary.

PRIOR, CURRENT AND PROPOSED Cal EMA FUNDING

List all currently funded Cal EMA projects and all Cal EMA grants awarded to the applicant during the last five fiscal years. Include the fiscal year of operation, the grant number and the amount of Cal EMA funding. For current and proposed grants that include positions funded by more than one Cal EMA grant, list these personnel by title and the percentage of the position funded by Cal EMA. The percentage of funding must not exceed 100 percent for any one individual.

Example				
FISCAL YEAR	GRANT NUMBER	GRANT AMOUNT	PERSONNEL BY TITLE	PERCENTAGE PAID BY OES
2005-06	DC05160010	\$50,000	Project Director	25%
2005-06	CE05089504	\$67,000	Project Director	25%
2005-06	MS05040550	\$68,000	Project Director	50%

PRIOR, CURRENT AND PROPOSED Cal EMA FUNDING				
FISCAL YEAR	GRANT NUMBER	GRANT AMOUNT	PERSONNEL BY TITLE	% OF Cal EMA FUNDING
2013/2014	VW13280030	\$99,348	VW Project Coordinator	100%
2012/2013	VW12270030	\$99,348	VW Project Coordinator	100%
2011/2012	VW1260030	\$105,125	VW Project Coordinator	100%
2010/2011	VW10250030	\$105,125	VW Project Coordinator	100%
2009/2010	RV09010030	\$13,045	Equipment/Supplies	100%
2009/2010	VS09010030	\$18,175	VW Advocate	50%
2009/2010	VS09010030	\$18,175	Clerical	50%
2008/2009 Augume to 2009/2010	VB08060030	\$108,445	VW Project Coordinator	10%
2009/2010	VW09240030	\$105,125	VW Coordinator	90%

OTHER FUNDING SOURCES

Complete this form to report the total funds available to support the activities related to accomplishing the goals and objectives of the Grant Award Agreement. In the "Grant Funds" column, report the CalEMA funds requested by category. In the "Other Funds" column, report all other funds available to support the project by category and then calculate the totals by category in the "Program Total" column. Total each column to arrive at the total program funds available.

OTHER FUNDING SOURCES			
			(Enter numbers without \$ or decimal points.)
BUDGET CATEGORY	GRANT FUNDS <i>(Use only the grant funds identified in the preceding budget pages.)</i>	OTHER FUNDS	PROGRAM TOTAL
Personal Services			\$0
Operating Expenses			\$0
Equipment			\$0
TOTAL	\$0	\$0	\$0

This form does not become part of the grant award.

PROJECT SERVICE AREA INFORMATION

1. COUNTY OR COUNTIES SERVED: Enter the name(s) of the county or counties served by the project. Put an asterisk where the project's principal office is located.

* Amador County Victim/Witness Assistance Program
708 Court Street Ste. 101
Jackson, CA 95642

2. U.S. CONGRESSIONAL DISTRICT(S): Enter the number(s) of the U.S. Congressional District(s) which the project serves. Put an asterisk for the district where the project's principal office is located.

* Third Congressional District
Amador County
708 Court Street Ste. 101
Jackson, CA 95642

3. STATE ASSEMBLY DISTRICT(S): Enter the number(s) of the State Assembly District(s) which the project serves. Put an asterisk for the district where the project's principal office is located.

* District Ten
Amador County
708 Court Street Ste. 101
Jackson, CA 95642

4. STATE SENATE DISTRICT(S): Enter the number(s) of the State Senate District(s) that the project serves. Put an asterisk for the district where the project's principal office is located.

*District One
Amador County
708 Court Street Ste. 101
Jackson, CA 95642

5. POPULATION OF SERVICE AREA: Enter the total population of the area served by the project.

38,091



Todd D. Riebe
District Attorney

Criminal Division (209) 223-6444
FAX (209) 223-6304
Investigations (209) 223-6444
Victim/Witness (209) 223-6474
FAX (209) 223-6480

OPERATIONAL AGREEMENT

This Operational Agreement stands as evidence that the AMADOR COUNTY PROBATION DEPARTMENT and the Amador County Victim/Witness Assistance Program intend to work together toward a mutual goal of providing the maximum available assistance for crime victims residing in Amador County.

The services provided by the Amador County Victim/Witness Assistance Program are described in the California Penal code section 13835, and are listed below:

Crisis Intervention: Counseling, reassurance, and emotional support following the crime;

Orientation to the System: Explaining the criminal justice system, including information about individual cases;

Court Support/Assistance: accompanying Victims and Witnesses to court. Providing court tours for child victims;

Referral Counseling: directing victims to community resources which can be of further assistance;

Emergency Assistance: Meeting immediate needs of victims, such as food, shelter, clothing, or medical needs;

Filing Victim of Crime Compensation Claims: Assisting the victim in preparing and submitting application forms to receive compensation from the state Restitution Fund.

We, the undersigned, as authorized representatives of the Amador County Probation Department and the Amador County Victim/Witness Assistance Program, do hereby approve this document. This agreement to be in effect until June 30, 2015.

For: AMADOR COUNTY
DISTRICT ATTORNEY

Todd D. Riebe
Todd D. Riebe
District Attorney

Date: 6/13/12

Louis Boitano
Louis Boitano
Chairman, Amador Board of Supervisors

For: AMADOR COUNTY
VICTIM/WITNESS ASSIST. PROGRAM

Harla Ward
Harla Ward
Project Coordinator

Date: 6/13/12

Date: 6/13/12

For: AMADOR COUNTY
PROBATION DEPARTMENT

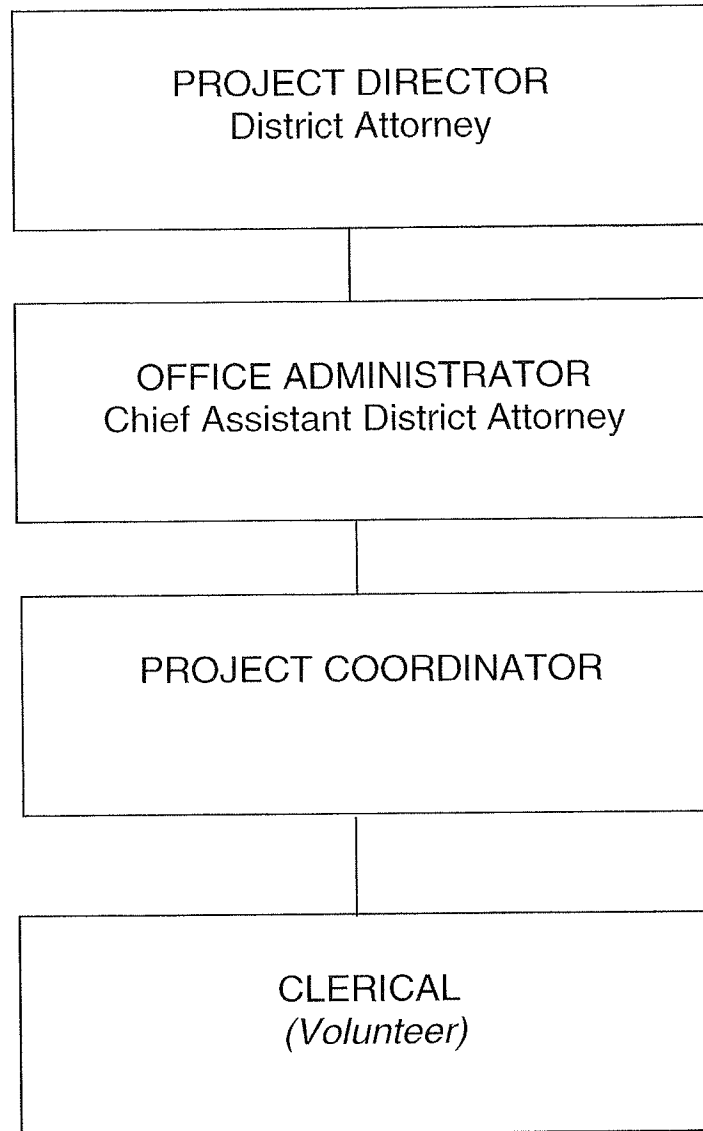
Mark Bonini
Mark Bonini
Chief Probation Officer

Date: 7/11/12

SIGNED

**AMADOR COUNTY VICTIM/WITNESS
ASSISTANCE PROGRAM**

ORGANIZATIONAL CHART



Harla Ward

Hire Date – June 1997

PROJECT COORDINATOR

90% time assigned to Victim Witness grant, 10% to Elder Abuse grant.

Entry Level Advocate Training – June 1997

Advanced Advocate Training – October 1999

Project Coordinator Training – May 2002

Full time position

PROJECT COORDINATOR

Under general direction of the District Attorney, plans, organizes, directs, and supervises the activities of the Amador County Victim/Witness Assistance Program, a division of the District Attorney's Office. As Coordinator, assumes substantial management responsibilities in the areas of office systems and procedures, establishment and enforcement of program objectives, and the application of sound business and legal principles in providing comprehensive service to victims and witnesses of crime.

This position also performs all of the tasks of ADVOCATE position as well.

VOLUNTEER

Under the general direction of the Project Coordinator, provides clerical support as needed.

Part time

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: August 12, 2013

Misc. Appts/Resign.

<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>08/27/13</u>	

From: Richard M. Forster, Chairman

Phone Ext. 470

(Department Head - please type)

Department Head Signature _____

Agenda Title:

Mental Health Board

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

Approval of the resignation of Ms. Nina Machado from the subject Board.

Recommendation/Requested Action:

Approve resignation as requested. See Attached letter dated 8/5/13.

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

Comments:

Committee Review?

N/A

Name _____

Committee Recommendation: _____

Request Reviewed by:

Chairman _____

Counsel GG

Auditor [Signature]

GSA Director [Signature]

CAO [Signature]

Risk Management _____

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

Confirmation letter to Ms. Machado with CC to Ms. Linda Phelps

FOR CLERK USE ONLY

Meeting Date

August 27, 2013

Time

9 am.

Item #

6A

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


Save

August 5, 2013

Dear Behavioral Health Advisory Board and Amador County Board of Supervisors,

Please be advised that I am stepping down from the BHAB effective immediately. It has been my pleasure to participate on the Board

Thank you,



Nina Machado

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:	
August 27, 2013	

To: Board of Supervisors

Date: August 19, 2013

Misc.

From: Aaron Brusatori, P.E.

(Department Head - please type)

Phone Ext. X248

Department Head Signature *Car Bell*

Agenda Title: Director Solid Waste Programs and Safety Programs - Change in Job Description

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

The Community Development Agency requests permission to create and fill the position of Director of Solid Waste Programs and Safety Programs. Staff has modified the job description of the Solid Waste Program Manager to include supervisory responsibilities to the department of Transportation and Public Works along with Safety Officer responsibilities. This position is mid-management. The responsibilities of this position are described in the attached job description.

The salary is anticipated to be a 5% increase from that of the existing Solid Waste Program Manager position. The position is included in the FY 13/14 budget.

Recommendation/Requested Action:

Grant permission to create and fill position of Director of Solid Waste Programs and Safety Programs

Fiscal Impacts (attach budget transfer form if appropriate)

Staffing Impacts

Budgeted

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 Recommendation:
Take to full Board

Request Reviewed by:

Chairman

Counsel GC

Auditor EDL

GSA Director KOP

CAO *Ch*

Risk Management

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

Community Development Agency, Waste Management, HR, Auditor

FOR CLERK USE ONLY

Meeting Date

August 27, 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 _____

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



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 *AB*
Director

**SUBJECT: DIRECTOR SOLID WASTE PROGRAMS AND SAFETY PROGRAMS –
CHANGE IN JOB DESCRIPTION**

DATE: August 15, 2013

The Community Development Agency requests permission to create and fill the position of Director of Solid Waste Programs and Safety Programs.

Staff has modified the job description of the Solid Waste Program Manager to include supervisory responsibilities to the department of Transportation and Public Works along with Safety Officer responsibilities. This position is a mid-management position.

The responsibilities of Director of Solid Waste Programs and Safety Programs are described in the attached job description and include serving as the Director of Public Works in the absence of the Director of Community Development, and serving as the Safety Officer.

The Safety Officer is charged with assisting other departments within Amador County in creation and implementation and management of safety programs.

The salary is anticipated to be a 5% increase from that of the existing Solid Waste Program Manager position. The position is included in the FY 13/14 budget.

DIRECTOR OF SOLID WASTE PROGRAMS / SAFETY PROGRAMS

DEFINITION

Performs a wide variety of professional, technical, budgetary, analytical, and administrative duties relative to the coordination of waste management services; serves as a liaison to the Countywide Integrated Solid Waste Management Agency (RA) and as a liaison between Federal, State, and local agencies; performs a wide range of solid waste planning and management activities responding to legislative mandates regarding waste reduction, recycling, and Household Hazardous Waste (HHW) programs; may serve as the Safety Officer and perform tasks related to county and department safety programs in conjunction with Risk Management.

REPORTS TO

Community Development Director

CLASSIFICATIONS SUPERVISED

Exercises direct supervision over assigned technical and clerical staff. Provides direction to the department of Public Works in the Director's absence.

EXAMPLES OF ESSENTIAL DUTIES

- Consults with department management staff and the Waste Management Agency Regional Authority (RA) to determine goals and objectives of waste reduction and recycling programs; oversees planning activities designed to ensure compliance with State waste diversion mandates
- Provides information and recommendations on proposed State legislation that pertains to solid waste, recycling, and household hazardous waste collection, recycling programs and other Public Works activities
- Conducts budget analyses and develops financing strategies relative to Waste Management and Public Works goals and objectives
- Plans, implements, and coordinates solid waste reduction and recycling programs
- Conducts waste audits and makes recommendations to reduce and recycle wastes
- Assures that the closed landfill is maintained accordance to the Waste Discharge Requirements and all other Federal and State standards.
- Selects, evaluates and disciplines subordinate staff
- Oversees and delivers educational presentations on solid waste management and recycling to community groups, schools, and other public agencies
- Oversees and coordinates the work of field and office staff assigned to solid waste management and Public Works projects

SOLID WASTE PROGRAM MANAGER - 3

- Develop accurate records, sketches, and notes
- Interpret and ensure compliance with Federal, State and local codes, laws and regulations pertaining to integrated waste management and recycling programs
- Communicate effectively, both orally and in writing
- Establish and maintain effective working relationships with those contacted in the course of work

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; ability to walk on slippery and uneven terrain; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and fax machine.

TYPICAL WORKING CONDITIONS

Work is performed in both office and outdoor environments; some exposure to variances in temperature and weather conditions; continuous contact with staff and the public

MINIMUM EDUCATION, TRAINING AND EXPERIENCE

Education

Equivalent to a Bachelor's degree from an accredited college or university with major coursework in physical sciences, business administration, public administration, environmental management, or a closely related field,

AND

Experience

Four years of increasingly responsible experience managing an integrated waste management or other environmental program.

SPECIAL REQUIREMENTS

- Possession of a valid California Driver's License is required
- 40 Hour Hazardous Materials training is required
- MOLO Certification (Manager of Landfill Operations) is desired

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:	
August 27, 2013	

To: **Board of Supervisors**

Date: August 19, 2013

Misc.

From: Aaron Brusatori, P.E.
(Department Head - please type)

Phone Ext. X248

Department Head Signature *[Signature]*

Agenda Title: Closure of Fiddletown Road and Waiver of Encroachment Permit Fee for the Annual Fiddletown Fiddler's Jam

Summary: (Provide detailed summary of the purpose of this item; attach additional page if necessary)
 The annual Fiddletown Fiddler's Jam is scheduled for Saturday, September 21, 2013. The Fiddletown Community Center is requesting the closure of Fiddletown Road from Jibboom Street to Tyler/American Flat Roads from 6:00 a.m. to 6:00 p.m. on that day. Traffic will be diverted to use Jibboom Street and will be well signed.

Recommendation/Requested Action:
Authorize the closure of Fiddletown Road and approve the waiver of the encroachment fee for the Fiddler's Jam event

Fiscal Impacts (attach budget transfer form if appropriate) None Staffing Impacts _____

Is a 4/5ths vote required? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Contract Attached: Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
Committee Review? N/A <input checked="" type="checkbox"/>	Resolution Attached: Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
Name _____	Ordinance Attached: Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>
Committee Recommendation: _____	Comments: _____

Request Reviewed by:

Chairman _____	Counsel <u>BS</u>
Auditor <u>[Signature]</u>	GSA Director <u>Hog</u>
CAO _____	Risk Management _____

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

FOR CLERK USE ONLY

Meeting Date <u>August 27, 2013</u>	Time <u>9 a.m.</u>	Item # <u>7B</u>
Board Action: Approved Yes ___ No ___	Unanimous Vote: Yes ___ No ___	
Ayes: _____	Resolution _____	Ordinance _____
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
--	---	--

FIDDLETOWN COMMUNITY CENTER

P.O. BOX 236
FIDDLETOWN, CA 95629
IRS I.D. 94-2881873
www.fiddletownca.org

August 12, 2013

Mr. Brian Oneto
District 5 Supervisor
Amador County Board of Supervisors
810 Court Street
Jackson, CA 95642

Dear Supervisor Oneto,

This letter is to request a waiver of the county's encroachment permit fee.

The Fiddletown Community Center is planning for our annual Fiddletown Fiddlers' Jam (street fair) on September 21, 2013. We have developed an encroachment plan for closing Fiddletown Road from the intersection of Jibboom Street to the intersection of Tyler/American Flat Roads. The road closure would be from 6:00am until 6:00pm.

The Fiddletown Community Center is a 501 (c) (3), all-volunteer group dedicated to providing free services and activities for children and others in our community. As with most non-profit groups, our cash resources are limited. The encroachment waiver will help us to maximize our earnings from the Fiddler's Jam.

Thank you, for your consideration.

Sincerely,



Dan A. Slater
Vice President
209-296-0918
flodan@volcano.net

RECEIVED

AUG 15 2013

TRANSPORTATION
& PUBLIC WORKS

AGENDA TRANSMITTAL FORM

To: Board of Supervisors

Date: 08/21/2013

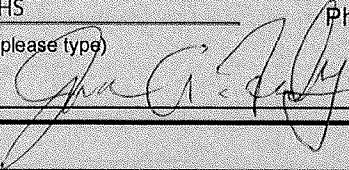
Misc.

From: James Foley, Director of HHS

Phone Ext. 412

(Department Head - please type)

Department Head Signature _____



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

Meeting Date Requested:

08/27/2013

Agenda Title:

Mental Health Intern

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

The Director of Health and Human Services, Behavioral Health Department requests the Board of Supervisors approve the position and job description to allow an employee who has received a Master's degree in a mental health area (Marriage and Family Therapist -MFT, Licensed Clinical Social Worker-LCSW) to receive hours toward licensure by working under clinical supervision in mental health.

Recommendation/Requested Action:

Approval of requested position

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 Admin Committee

Committee Recommendation:
Place on Consent Agenda

Request Reviewed by:

Chairman _____

Counsel GS

Auditor EJA

GSA Director Hop

CAO _____

Risk Management _____

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

Copy of approved ATF to Angie Grau, HR and Auditor.

FOR CLERK USE ONLY

Meeting Date

August 27, 2013

Time

9 a.m.

Item #

7C

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

Save

**Behavioral Health Care
MENTAL HEALTH INTERN**

DEFINITION

Under Dual supervision (approved BBS clinical supervision and functional supervision by a Program Manager of Amador County Behavioral Health) provides consumer-centered behavioral health services for mental, emotional, and co-occurring disorders, including substance abuse and chemical dependency disorders, including assessment, evaluation, crisis intervention, group counseling, and case management, advocacy, linkage and other services to Behavioral Health consumers, family members and care givers; prepares reports and maintains confidentiality related to consumer services; and performs other duties as required.

This is a temporary position (may be paid or unpaid) designed to support the Intern in achieving the required number of supervised clinical hours to seek licensure (LCSW, LMFT). This position does not guarantee a full time therapist position in the Behavioral Health Department upon completion of the required supervised hours. This position ends when the required number of hours is achieved unless other arrangements are made. This position requires reporting to multiple levels of supervision – if the candidate is unsuccessful in this position and is an employee of the County in another capacity; the employee will return to his/her previous position.

DISTINGUISHING CHARACTERISTICS

An employee in this class may be assigned to one or more of the following: crisis interventions (day or night on-call), assessments, consumer counseling and therapy for a complex client caseload; provide group and individual support for emotional, drug, alcohol, co-occurring symptoms or other mental health problems.

REPORTS TO

Health and Human Services Director, Behavioral Health Director or Deputy Director and Behavioral Health Care Program Supervisor/ Manager, Clinical Supervisor.

CLASSIFICATIONS DIRECTLY SUPERVISED

None

EXAMPLES OF ESSENTIAL DUTIES

- Performs clinical intake assessments to evaluate and diagnosis mental, emotional and co-occurring disorders. Assessments may be scheduled in specific weekly time slots or performed on an as needed basis
- Performs case presentations during Utilization Review process for determination of medical necessity, case assignment and service needs
- Performs case presentations in weekly team meetings in order to coordinate services with other team members to better serve clients and their families
- Serves as a team member in developing and modifying treatment plans; implements treatment plans and reports progress to team
- Initiates and conducts brief therapy with individuals, groups and families
- Provides crisis intervention and 5150 assessments during the day or during on call evenings according to supervisor assignment
- Completes all evaluation and clinical documentation in a timely and prescribed manner
- Establishes and maintains effective contacts with local area mental health resources including, but not limited to, community partners, schools, advocates and community based organizations/agencies. Coordinates and provides community referrals for clients and families to various mental health resources as appropriate
- Participates in weekly group and individual supervision with BBS clinical supervisor
- Performs annual clinical assessments and modifies and updates treatment plans as clinically appropriate and within required timelines
- Attends and completes all agency required training necessary to fulfill job duties and/or to improve skills that are determined as a need in supervision or in a performance evaluation

- Must maintain current list of all hours worked in any / all departments in order to accurately track hours dedicated to a specific funding stream and to accurately track clinical hours accrued toward licensure

SKILLS, KNOWLEDGE AND ABILITIES

Knowledge of:

- General principles, procedures, techniques, and trends for the support, recovery, and guidance of individuals, groups, and families in behavioral health programs
- State, Federal, and local laws, regulations, and requirements for the provision of behavioral health services and programs
- Basic Community Resources and linkage to these resources

Ability to:

- Work in a team environment share information verbally and in written reports
- Perform problem identification and problem solving
- Maintain composure and awareness during crisis interventions
- Develop and maintain confidence and cooperation of emotionally disturbed and chemically dependent patients and their families
- Acknowledge and develop cultural competency related to individuals served
- Prepare clear, relevant, timely and accurate reports
- Interpret and apply complex behavioral health program rules, regulations and policies.
- Effectively represent the Behavioral Health Department in contacts with consumers, community agencies and the public
- Establish and maintain effective working relationships with staff, other agencies, and the public

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; lift and move object weighing up to 25 pounds; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is usually performed in an office environment; continuous contact with staff and the public




AMADOR COUNTY

HUMAN RESOURCES DEPARTMENT

• *Benefits* • *Personnel* • *Risk Management*
(209) 223-6361 (209) 223-6456 (209) 223-6393

County Administration Center
810 Court Street
Jackson, California 95642
Facsimile: (209) 223-6426
Website: www.co.amador.ca.us

TO: Administrative Committee

FROM: Diane Blanc, Director of Human Resources 

DATE: August 8, 2013

SUBJECT: Request for Administrative Committee Agenda Placement 08/19/2013

This is a request to establish a new classification: Mental Health Intern in the Behavioral Health Department.

This is a limited-term position (may be paid or unpaid) designed to support the intern achieving the required number of supervised clinical hours to seek licensure for a Social Worker or a Family Therapist. This internship position does not guarantee a full-time position in the Behavioral Health Department upon completion of the required supervised hours. This position ends when the required number of hours is achieved unless other arrangements are made and approved.

This position is being placed at Salary Range 2250 (\$27.08 - \$33.74). This is the equivalent salary range of the Behavioral Health Clinician I which also requires a Master's Degree and working towards licensure.

cc: Chuck Iley, CAO