

ACCEPTANCE OF AWARD

County of Fresno, Department of Public Health

Base Award: \$342,571

Base Award Number: 2010BASE00

Food, Shelter, Incentives and Enablers Allotment: \$20,546

FSIE Allotment Number: 2010FSIE00

Funding Period: July 1, 2020 through June 30, 2021

I hereby accept this award. By accepting this award, I agree to the requirements as described in the FY 2020-2021 Tuberculosis Control Local Assistance Funds Standards and Procedures Manual and any other conditions stipulated by the California Department of Public Health, Tuberculosis Control Branch.


Authorized Signature

September 22, 2020
Date

Ernest Buddy Mendes

Print Name

Chairman of the Board of Supervisors of the County of Fresno

Title

ATTEST:

BERNICE E. SEIDEL
Clerk of the Board of Supervisors
County of Fresno, State of California

By 
Deputy

California Department of Public Health
Tuberculosis Control Branch

Tuberculosis Control Local Assistance Funds
Standards and Procedures Manual
Fiscal Year 2020-2021

Base Award: Jurisdictions Reporting ≥ 6 TB Cases
Real-Time Allotment: Jurisdictions Reporting < 6 TB Cases
Food, Shelter, Incentives and Enablers Funds
Reimbursement for Civil Detention

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Part 1 - Standards and General Terms and Conditions

1. Overview

The California Department of Public Health (CDPH) Tuberculosis Control Branch (TBCB) sets forth the following standards and procedures. These standards and procedures specify the conditions for receipt of CDPH TBCB local assistance funds.

The purpose of the tuberculosis (TB) local assistance funds is to assist the current efforts of local TB programs to prevent, control, and eventually eliminate TB in California. Financial assistance is provided to local TB programs to augment local support for TB prevention and control activities.

Local assistance allocations are made up of both state funds and federal funds with the exception of statefunds-only allocations to three local health jurisdictions (LHJs) that receive federal funds directly from the Centers for Disease Control and Prevention (CDC). The federal funds fiscal information is: CFDA number – 93.116; grant number – 1 NU52PS910219.

2. Authority

California Health and Safety Code (H&SC) Sections 121450, 121451 and 121452 authorize the CDPH TBCB to distribute for the purpose of TB control an annual subvention, paid quarterly, to any local health department that maintains a TB control program consistent with standards and procedures established by the Department. The following conditions contained in this manual apply to the local health jurisdictions that have been awarded these funds. The local health jurisdiction is hereinafter referred to as the Contractor.

3. Allocation of Local Assistance Funds

Local assistance funds are allocated using a funding formula (see [Tuberculosis Local Assistance Allocation Formula FY 2020-2021](#) below). A multi-variable funding formula modeled after the national TB allocation formula was developed in 2009 in collaboration with the California TB Controllers Association (CTCA) and revised in FY 2012-2013.

Allocations are calculated every two years using five years of surveillance data. Data from 2014-2018 was used to determine the allocations for the FY 2020-2021 and FY 2021-2022.

Tuberculosis Local Assistance Allocation Formula FY 2020-2021

Variable	Weight
Incident cases	32%
Non-U.S.-born persons and U.S.-born minorities	30%
Pulmonary smear-positive	15%
B-1 notification TB evaluations completed	5%
HIV/AIDS co-infection	5%
Substance abuse	5%
Homelessness	5%
Multidrug-resistant (MDR) TB	3%

LHJs reporting six or more TB cases annually, based on a five-year average, receive an annual Base Award and an allotment for Food, Shelter, Incentives and Enablers (FSIE) expenditures. LHJs reporting on average less than six TB cases per year receive a Real-time Allotment for up to five cases based on current year TB case reporting. Real-time Allotments (RTAs) include FSIE funds and may be used for FSIE expenditures.

TB local assistance awards are valid and enforceable only if the enacted State of California FY 2020-2021 budget and the 2020 and 2021 Federal budgets make sufficient funds available for the purposes of this program.

4. Tuberculosis Control Branch Priorities and Guidelines for Tuberculosis Prevention and Control Activities

4.1. Tuberculosis Control Branch Priorities

The CDPH TBCB priorities include national priorities and strategies established by the CDC. Two of the strategies in the CDC Division of Tuberculosis Elimination Strategic Plan for 2016-2020 to reduce TB morbidity in the United States are:

Strategy 1

Maintain control of TB: Maintain the decline in TB incidence through timely diagnosis of active TB disease, appropriate treatment and management of persons with active TB disease (both drug-susceptible and drug-resistant), investigation and appropriate evaluation and treatment of contacts of infectious TB cases, and prevention of further transmission through infection control.

Strategy 2

Accelerate the decline: Advance toward TB elimination through targeted testing and treatment of persons with latent TB infection (LTBI), appropriate regionalization of TB control activities, rapid recognition of TB transmission using DNA fingerprinting methods, and rapid outbreak response.

4.2. General Guidelines for Local Health Jurisdictions Receiving Local Assistance Funds

The CDPH TBCB has historically taken a priority-based, graduated approach in conducting TB prevention, control and elimination activities. LHJs are now encouraged to conduct all TB prevention and control activities to both maintain control of TB and to accelerate the decline of TB. In California, eighty percent of cases reported each year are due to reactivation of LTBI among individuals with long-standing untreated infection (e.g., contacts to TB cases, immigrants arriving with a class B notification, and other high-risk populations). Efforts to prevent future TB cases should include:

- Maximizing treatment initiation and completion for LTBI in high risk populations
- Promoting the use of the shortest effective LTBI treatment regimens
- Increasing access to adherence technologies to enhance follow-up and treatment completion

LHJs experiencing success with certain strategies are encouraged to share best practices with the CDPH TBCB and other TB programs.

5. Contractor's Responsibilities

The Contractor agrees to:

- Direct activities toward achieving the program objectives set forth by the CDPH TBCB
- Use these funds in accordance with the CDPH TBCB Standards and Procedures Manual, and with any additional guidance set forth by the TBCB regarding the granting, use and reimbursement of the TBCB local assistance funds
- Use these funds to augment existing funds and not supplant funds that have been locally appropriated for the same purposes. Local assistance funds are intended to provide local entities with increased capabilities to address TB control needs. Supplanting of funds is defined (for the purposes of this agreement) as using local assistance award monies to “replace” or “take the place of” existing local funding. For example, reductions in local funds cannot be offset by the use of CDPH TBCB dollars for the same purpose.
- Submit information and reports as requested by the CDPH TBCB
- Abide by the most recent standards of care for TB treatment, control and prevention as promulgated by:
 - California Department of Public Health¹
 - California Tuberculosis Controllers Association²
 - American Thoracic Society³
 - Centers for Disease Control and Prevention⁴

5.1. Reporting Requirements

A. Case Reports

All Contractors shall comply with morbidity reporting requirements. All cases are to be reported using the Report of Verified Case of Tuberculosis (RVCT).⁵

Contractors will submit complete TB case data within 2 weeks of case confirmation, participate in RVCT trainings, and conduct quality control procedures, including

¹ CDPH TBCB Guidelines can be found on the CDPH TBCB website under Guidelines and Regulations: <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/TB-Guidelines-and-Regulations.aspx>

² CTCA Guidelines can be found on the CTCA website: <https://ctca.org/guidelines/cdph-ctca-joint-guidelines/#>

³ American Thoracic Society, CDC, Infectious Diseases Society of America. (2016) Clinical Practice Guidelines: Treatment of Drug-Susceptible Tuberculosis. Can be found at: https://www.cdc.gov/tb/publications/guidelines/pdf/clin-infect-dis.-2016-nahid-cid_ciw376.pdf

⁴ CDC TB Guidelines can be found on the CDC Division of Tuberculosis Elimination website: <http://www.cdc.gov/tb/publications/guidelines/default.htm>

⁵ CDC. (2009) Report of Verified Case of Tuberculosis. RVCT, Follow-up Report 1 and Follow-up Report 2 forms are now located in the Document Repository of CalREDIE. To access, log on to CalREDIE. From the CDPH option on the menu bar, select Document Repository. Under Report Forms & Documents, click on Tuberculosis Control Branch. Here you will find links to the RVCT forms.

reconciliation of case counts. Contractors will participate in activities as needed to prepare for implementation of the revised RVCT.

When the diagnosis and/or care of a TB patient is shared between jurisdictions because of multiple residences or movement between jurisdictions, Contractors shall communicate with each other to agree on the jurisdiction with appropriate case count authority, according to CDC case counting guidelines. When a decision cannot be reached between LHJs, CDPH TBCB will work with involved LHJs to assign a counting jurisdiction. Case counting guidelines are outlined in the CDC Report of Verified Case of Tuberculosis (RVCT) Instruction Manual.¹

B. Transition to RVCT Revision

All contractors must participate in trainings on the RVCT revision, and other activities as required in preparation for the implementation of the revised RVCT in 2021.

C. Electronic Reporting

All Contractors must enter RVCT case data for their jurisdiction directly into the California Reportable Disease Information Exchange (CalREDIE), the CDPH web-based reporting software for notifiable diseases. Submission of hard copy RVCT for data entry into CalREDIE by CDPH TBCB will not be accepted. Direct entry of data into CalREDIE improves reporting processes including submission of case reports to the CDC and tracking patients who have moved.

D. Data Security and Confidentiality

Contractors shall comply with recommendations set forth in CDC's "Data Security and Confidentiality Guidelines for HIV, Viral Hepatitis, Sexually Transmitted Disease, and Tuberculosis Programs."²

E. California Aggregate Report for Program Evaluation (ARPE): Follow-up and Treatment for Contacts of TB Cases

All Contractors will submit completed Preliminary and Final ARPE-Contact Investigation (CI) forms to CDPH TBCB annually.³ Note the revision to the ARPE reporting schedule. ARPEs will now be due in March of each year.

¹ CDC. (2009) Report of Verified Case of Tuberculosis (RVCT) Instruction Manual. Can be found at: <https://www.cdc.gov/tb/programs/rvct/InstructionManual.pdf>

² CDC. (2011) Data Security and Confidentiality Guidelines for HIV, Viral Hepatitis, Sexually Transmitted Disease, and Tuberculosis Programs: Standards to Facilitate Sharing and Use of Surveillance Data for Public Health Action. Can be found at: <http://www.cdc.gov/nchhstp/programintegration/Data-Security.htm>

³ ARPE Forms are now located in the Document Repository of CalREDIE. To access, log on to CalREDIE. From the CDPH option on the menu bar, select Document Repository. Under Report Forms & Documents, click on Tuberculosis Control Branch. Here you will find a link to the ARPE forms. ARPE instructions can be found on the TBCB website at <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/TB-Reporting-Forms-and-Instructions-for-LHDs.aspx>.

F. Protocols for People Who Move

All Contractors will use the May 2015 National Tuberculosis Controllers Association (NTCA) forms for the transfer of patient care between jurisdictions in California or between states.¹

All patients moving out of the United States should be referred to CureTB.

Instructions and referral forms can be found on the CDC website

(<https://www.cdc.gov/usmexicohealth/curetb.html>). Note that referrals from California should be made to the San Diego office of CureTB at (619) 542-4013 or via email to CureTB.hhsa@sdcounty.ca.gov.

Instructions for "Transfer Protocols - RVCT Reporting for Tuberculosis Patients that Move" can be found on the TBCB website.²

G. Outbreak Reporting

The California Code of Regulations (Title 17, Section 2502[c]) directs local health officers to immediately report TB outbreaks to CDPH. Reports should be conveyed by calling the CDPH TBCB Outbreak Duty Officer at (510) 620-3000. A confirmed outbreak is defined as four or more TB cases occurring in California with:

- Definite epidemiologic links indicating that all four cases are part of the same chain of transmission
- Matching TB genotypes*
- Case 1 and case 4 counted within three years of each other

* Exception: a pediatric case less than 5 years of age without genotype results (culture negative) can be included as one of the 4 cases.

Contractors should not delay reporting while genotype results are pending if an outbreak is suspected.

Jurisdictions are encouraged to report TB occurrences in which CDPH TBCB assistance may be useful (e.g., suspected outbreak, an infectious case in a sensitive population, large or complex contact investigation).

H. Immigrants and Refugees

Contractors are to use the 2018 revision of the "Electronic Disease Notification (EDN) B-notification Follow-up Worksheet"³ to report the results of U.S. evaluations

¹ NTCA protocol and forms can be found on the CDPH TBCB website under Interjurisdictional Transfer Recommendations: <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/TB-Reporting-Forms-and-Instructions-for-LHDs.aspx>

² CDPH TBCB. RVCT Reporting Instructions for Tuberculosis Patients that Move. Can be found on the CDPH TBCB website under Interjurisdictional Transfer Recommendations: <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/TB-Reporting-Forms-and-Instructions-for-LHDs.aspx>

³ EDN B-notification Follow-up Worksheet and additional guidance can be found on the CDPH TBCB website under A/B-Notification Reporting: <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/TB-Reporting-Forms-and-Instructions-for-LHDs.aspx>

of immigrants and refugees arriving with A/B-notifications. Reports should be submitted to CDPH TBCB within 90 days of notification of arrival in the U.S., or as soon as the American Thoracic Society TB classification has been assigned. Contractors receiving email notifications should enter the Worksheet results online into EDN. Contractors receiving paper notifications should submit the Worksheet by fax, secure email or mail to the TBCB.

Contractors are strongly encouraged to work with Civil Surgeons in their jurisdiction to communicate reporting requirements and referral recommendations for status adjustment applicants testing positive for LTBI.

5.2. Program Evaluation and Program Improvement

Program evaluation is a systematic and in-depth study of priority program-area performance. Information collected should be used as a tool for program improvement. All Contractors are expected to be familiar with the California TB indicators, California performance objectives and local TB program performance.¹ Local assistance funding should be used to meet local and California TB performance objectives.

A. Local Health Jurisdictions Reporting 55 or more TB Cases Annually

Contactors reporting an average of 55 or more cases annually are expected to meet with TBCB staff on an annual basis to review their program performance summary data (provided by CDPH TBCB) and discuss opportunities for program improvement.

B. Local Health Jurisdictions Reporting 15 or more TB Cases Annually

Contactors reporting an average of 15-54 cases annually are expected to review their program performance summary data (provided by CDPH TBCB) each year and consider opportunities for program improvement.

C. Local Health Jurisdictions Reporting less than 15 TB Cases Annually

Contractors reporting fewer than 15 TB cases annually are encouraged to review their TB data in the most recent "Report on Tuberculosis in California,"² and any other TBCB provided data reports.

For consultation regarding program evaluation and program improvement, please contact your assigned TBCB Program Liaison and/or Epidemiology Liaison.³

5.3. Rights of the Tuberculosis Control Branch

- The CDPH TBCB reserves the right to modify the terms and conditions of all awards. Additional information and documentation may be required.

¹ CDPH TBCB. TB Disease Data. Can be found at:

<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/TB-Disease-Data.aspx>

² CDPH TBCB. Report on Tuberculosis in California, 2018. Can be found at:

<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/TB-Disease-Data.aspx>

³ CDPH TBCB. Program and Epidemiology Liaison Assignments. Can be found at:

<https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/TBCB-Program-Liaison-Epi-Assignments.pdf>

- The CDPH TBCB reserves the right to use and reproduce all reports and data produced and delivered pursuant to the local assistance awards and reserves the right to authorize others to use or reproduce such materials, provided that the confidentiality of patient information and records is protected pursuant to California State laws and regulations.

5.4. Cancellation/Termination

- TB local assistance awards may be cancelled by CDPH TBCB without cause after 30 calendar days advance written notice to the Contractor.
- The CDPH TBCB reserves the right to cancel or terminate this agreement immediately for cause. The Contractor may submit a written request to terminate a TB local assistance award only if the TBCB substantially fails to perform its responsibilities.
 - The term “for cause” shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of a TB local assistance award.
- Agreement termination or cancellation shall be effective as of the date indicated in the CDPH TBCB notification to the Contractor. The notice shall stipulate any final performance, invoicing or payment requirements.
- Upon receipt of a notice of termination or cancellation, the Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent agreement costs.
- In the event of early termination or cancellation, the Contractor 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 the TB local assistance award.

5.5. Avoidance of Conflicts of Interest by Contractor

The Contractor agrees that all reasonable efforts will be made to ensure that no conflict of interest exists between its officers, agents, employees, consultants or member of its governing body.

- The Contractor shall prevent its officers, agents, employees, consultants or members of its governing body from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others such as those with whom they have family, business or other ties.
- In the event that CDPH TBCB determines that a conflict of interest situation exists, any cost associated with the conflict may constitute grounds for termination of the TB local assistance award. This provision shall not be construed to prohibit the employment of persons with whom the Contractor’s officers, agents, or employees have family, business or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of other equally qualified applicants and such persons have successfully competed for employment with other applicants on a merit basis.

5.6. Indemnification

Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the project, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of any activities related to a TB local assistance award.

5.7. Other

- TB Local Assistance Awards are not assignable by the Contractor, either in whole or in part without a formal written amendment by the CDPH TBCB.
- The Contractor shall act in an independent capacity and not as officers/employees/agents of the State.
- The Contractor will notify the CDPH TBCB prior to any public or media event publicizing project data.

5.8. Communicating with the Tuberculosis Control Branch

For local assistance award questions, contact a TBCB Fiscal Analyst, either Kevin Crawford at (510) 620-3052 or via email at Kevin.Crawford@cdph.ca.gov or Kathie Sullivan-Jenkins at (510) 620-3056 or via email at Kathie-Sullivan-Jenkins@cdph.ca.gov.

For programmatic questions, please contact your assigned TBCB Program Liaison.¹

¹ CDPH TBCB. Program and Epidemiology Liaison Assignments. Can be found at: <https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/TBCB-Program-Liaison-Epi-Assignments.pdf>

Part 2 - Guidelines on Use of TB Local Assistance Funds

1. Use of Base Award and Real-Time Allotment Funds

Base Award and Real-time Allotment (RTA) funds must be used exclusively for tuberculosis (TB)-related activities in accordance with the requirements set forth in Part 1, [Section 4](#) and [Section 5](#). Allowable expenses include: salaries and benefits for personnel involved in TB control activities, equipment, supplies, TB-specific training and travel. TB medication expenses are reimbursable from state funds only. See [Allowable Expenditures FY 2020-2021](#) and [Non-Allowable Expenditures FY 2020-2021](#) lists on pages 12 and 13. Local assistance funds should be used to support only licensed professionals to perform services when such services are called for.

1.1. State TB Mandates

In 2012, the Commission on State Mandates determined that Health and Safety Code (H&SC) Sections 121361, 121362 and 121366 imposed a partially reimbursable state mandated program upon local agencies. To address these activities, the H&SC was amended to include Sections 121451 and 121452.

H&SC Section 121451 states that a local entity that receives funding from the state for the purposes of TB control shall first allocate the moneys received for the actual costs of the activities described below before allocating the moneys for any other purposes or activities.

A. Local Detention

When a person who has active TB or is reasonably believed to have active TB is discharged or released from a detention facility, the Contractor may reimburse a detention facility for both of the following:

- Drafting and submitting notification to the local health officer
- Submitting the written treatment plan that includes the information required by Section 121362 to the local health officer. This activity does not include drafting the written treatment plan.

When a person who has active TB or is reasonably believed to have active TB is transferred to a local detention facility in another jurisdiction, the Contractor may reimburse the facility for both of the following:

- Drafting and submitting notification to the local health officer and the medical officer of the local detention facility receiving the person
- Submitting the written treatment plan that includes the information required by Section 121362 to the local health officer and the medical officer of the local detention facility receiving the person. This activity does not include drafting the written treatment plan.

B. Local Health Officer or Designee

Either of the following activities may be reimbursed with TB local assistance funds if those activities are carried out by a local health officer or his or her designee.

- Receiving and reviewing for approval within 24 hours of receipt only those treatment plans submitted by a health facility. This activity includes all of the following:
 - Receiving the health facility's treatment plan
 - Sending a request to a health facility for medical records and information on TB medications, dosages, and diagnostic workup; and reviewing records and information
 - Coordinating with the health facility on any adjustments to the treatment plan
 - Sending approval to the health facility
- Drafting and sending a notice to the medical officer of a parole region, or a physician or surgeon designated by the Department of Corrections and Rehabilitation, if there are reasonable grounds to believe that a parolee has active TB and ceases treatment for the disease.

C. Counsel to Non-indigent Tuberculosis Patients

The Contractor may reimburse costs for cities and counties to provide counsel to non-indigent TB patients who are subject to a civil order of detention issued by a local health officer pursuant to Section 121365 upon request of the patient. Services provided by counsel include representation of the TB patient at any court review of the order of detention required by Section 121366.

1.2. Equipment and Services for Electronic Directly Observed Therapy

Contractors who choose to use local assistance award funds to purchase video or other electronic equipment or services for electronic directly observed therapy (eDOT) must certify in writing that their TB control program has a written eDOT policy and procedures. Contractors are responsible for ensuring that methods used are in compliance with the Health Insurance Portability and Accessibility Act of 1996 and any other applicable privacy laws.¹ For creating an eDOT policy, please review the CDPH – CTCA joint “Guidelines for Electronic Directly Observed Therapy (eDOT) Program Protocols in California 2016”² and/or contact your assigned TBCB Program Liaison for assistance.³

1.3. TB Medication Expenditures

Base Awards and Real-time Allotments are a combination of state and federal funds. Fund source and anticipated dollar amount is included on the Notice of Award. To comply with federal restrictions on fund use, reimbursement of medication expenditures is limited to the amount of the state fund portion of the award.

¹ Health Insurance Portability and Accountability Act of 1996 (HIPAA) can be found on the Health and Human Services website: <http://www.hhs.gov/hipaa/for-professionals/index.html>

² CDPH-CTCA. Joint Guidelines for Electronic Directly Observed Therapy (eDOT) Program Protocols in California. Can be found on the CTCA website at: https://ctca.org/wp-content/uploads/2018/11/CDPH_CTCA-eDOT-Guidelines-Cleared-081116.pdf

³ CDPH TBCB. Program and Epidemiology Liaison Assignments. Can be found at: <https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/TBCB-Program-Liaison-Epi-Assignments.pdf>

1.4. Expense Allowability and Fiscal Documentation

Contractors must maintain records reflecting actual expenditures for FY 2020-2021.

- Invoices, received from a Contractor and accepted for payment by the CDPH TBCB, shall not be deemed evidence of allowable agreement costs.
- Contractors shall maintain for review and audit and supply to CDPH TBCB upon request, adequate documentation of all expenses claimed pursuant to these TB local assistance awards to permit a determination of expense allowability for a minimum of 3 years after final payment.
- If the allowability of an expense cannot be determined by the CDPH TBCB because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed and payment may be withheld by the CDPH TBCB. Upon request of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.

1.5. Payment and Recovery of Overpayments

- The CDPH TBCB reserves the right to question and re-negotiate reimbursement for any expenditure that may appear to exceed a reasonable cost for the service.
- Compensation provided for expenses incurred in the performance of this contract (including travel, per diem, and taxes) shall be considered as paid.
- Federal local assistance award funds may not be used for litigation costs.
- The Contractor agrees that claims based upon a TB local assistance award or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by CDPH TBCB by one of the following options:
 - Contractor's remittance to CDPH of the full amount of the audit exception within 30 days following a CDPH TBCB request for repayment
 - A repayment schedule that is agreeable to both the TBCB and the Contractor.
- The CDPH TBCB reserves the right to select which option will be employed and the Contractor will be notified by the TBCB in writing of the claim procedure to be utilized.
- Interest on the unpaid balance of the audit finding or debt will accrue at a rate equal to the monthly average of the rate received on investments in the Pooled Money Investment Fund commencing on the date that an audit or examination finding is mailed to the Contractor, beginning 30 days after Contractor's receipt of the CDPH TBCB demand for payment.
- If the Contractor has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached. If the Contractor loses the final administrative appeal, Contractor shall repay, to CDPH, the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the Contractor's first

receipt of the CDPH TBCB notice requesting reimbursement of questioned audit costs or disallowed expenses.

Allowable Expenditures FY 2020-2021

The following expenditures are usually approved when used to support CDPH TBCB Priorities I and II. This list is not comprehensive and the presence of an item on the Allowable list does not imply automatic approval. Please contact a CDPH TBCB Fiscal Analyst for guidance.

<p>Equipment</p> <ul style="list-style-type: none"> • Cell phones • Video or eDOT equipment or services* • Printers, scanners, fax machines • Computer hardware • Computer software for data management of cases and contacts <p>Fixed Assets</p> <ul style="list-style-type: none"> • Radiographic equipment • Sputum induction devices (booths or hoods) • In-room air cleaners (HEPA filters) • Laboratory equipment for TB testing <p>Food, Shelter, Incentives & Enablers</p> <ul style="list-style-type: none"> • Food vouchers • Patient housing • Other personal products • Transportation tokens or vouchers <p>Indirect Costs</p> <ul style="list-style-type: none"> • Indirect costs are optional. Contractor specific rates are approved each year by CDPH. • Rates may not exceed 15% of total allowable direct costs or 25% of total personnel services costs <p>Laboratory (TB-related)</p> <ul style="list-style-type: none"> • Chest x-rays • Culture, smear, drug susceptibility testing • Rapid diagnostic tests • Specimen transport 	<p>Medications (anti-TB only)</p> <ul style="list-style-type: none"> • Reimbursement may not exceed state funded portion of award <p>Other</p> <ul style="list-style-type: none"> • Local detention activities, only as described in H&SC Section 121451 • Patient locating services <p>Personnel (conducting TB prevention and control activities)</p> <ul style="list-style-type: none"> • MDs, NPs, Clinical RNs, Radiologists, PHNs, CDIs, Community Workers, Laboratory Staff, Clerks, Social Workers, Financial Screeners, Epidemiologists, Interpreters <p>Supplies</p> <ul style="list-style-type: none"> • Medical clinic supplies • Office supplies • Laboratory supplies <p>Travel (In-State ONLY)</p> <ul style="list-style-type: none"> • Within jurisdiction associated with DOT, case management, contact investigation • Out of jurisdiction associated with training <p>Training (TB-related)</p> <ul style="list-style-type: none"> • CTCA conference expenses • Curry International TB Center training • TB training and educational materials • Respirator fit testing <p>Vehicle Leasing Fees</p>
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* See [Part 2, Section 1.2](#) for video or eDOT equipment and/or service purchase requirements

Non-Allowable Expenditures FY 2020-2021

The following expenditures will not be approved:	
Facility Leasing or Rental Fees	Laboratory Renovations
• Building or office space	Out-of-State Travel
File Cabinets	Out-of-Country Travel
Furniture	Patient Insurance Co-Pays
• Desks	Promotional Items and Advertising
• Modular Furniture	(e.g., TB program or health department
• Tables	labeled pens, coasters, banners)
General Building Renovation Fees	TB Clinic Renovations

1.6. Additional Guidance for Base Award Use: Jurisdictions Reporting on Average Six or More TB Cases Annually

Base Awards include Housing Personnel funds. These funds support personnel that work directly with TB patients who are homeless, and/or at risk for homelessness or at risk for not completing treatment. The letter announcing the request for application (RFA) identifies the amount of these funds.

A. Purpose of Housing Personnel Funds

These funds are to be used specifically for personnel that work directly with TB patients who are:

- Homeless, or
- At risk of becoming homeless, or
- At risk for not completing treatment

The Housing Personnel funds in the Base Award are not intended for expenditures for food, shelter, incentives and enablers (FSIE). Separate funds have been set aside for FSIE expenditures. All jurisdictions receiving a Base Award also receive an FSIE Allotment.

B. Eligible Expenditures

Eligible activities and expenditures for Housing Personnel funds included as part of the Base Award are those that foster the use of less restrictive alternatives to decrease or obviate the need for detention. Some examples are:

- Personnel salaries and benefits for personnel such as outreach workers, social workers, or public health nurses that work with the specified population to attain the desired outcomes
- Local mileage for personnel to perform directly observed therapy (DOT) or other services to ensure completion of therapy

2. Use of Food, Shelter, Incentives and Enablers Allotment Funds or Real-Time Allotment Funds for FSIE Expenditures

Food, shelter, incentives and enablers (FSIE) Allotment funds are to be used to improve adherence and to ensure that patients successfully complete treatment. Incentives are nominal rewards given to patients to encourage or acknowledge adherence to treatment. Enablers are practical items given to patients to make adherence easier (e.g., assistance with transportation to a treatment or clinic appointment).

FSIE funds may be used to provide food, incentives and enablers for patients with confirmed TB and their contacts and for patients suspected of having TB. Funds may also be used to provide shelter for patients with confirmed TB and for patients suspected of having TB who are homeless or at risk of becoming homeless (See [Part 2, Section 2.2](#) below for the definition of homeless). For more information on promoting patient treatment adherence, please contact your TBCB Program Liaison.¹

Base Award recipients receive a single Letter of Award specifying the amounts of the Base Award and the amount of the FSIE allotment. RTA awards include FSIE funds. All or part of an RTA can be used for FSIE expenditures. Jurisdictions that receive an RTA should allocate funds from their award for FSIE expenditures before requesting additional FSIE funds.

2.1. Directly Observed Therapy (DOT) for Funds Used to Provide Shelter

All Contractors will provide in-person DOT or eDOT for patients with confirmed TB and for patients suspected of having TB that are housed using local assistance award funds. For additional requirements, please see the "Policy for Housing Patients with Confirmed or Suspected Tuberculosis who are Considered Infectious."²

2.2. Definition of Homelessness

This definition is taken from the CDC Report of Verified Case of Tuberculosis (RVCT) Instruction Manual.³ A homeless person may be defined as:

- An individual who lacks a fixed, regular, and adequate nighttime residence;
- An individual who has a primary nighttime residence that is:
 - A supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing for the mentally ill); or
 - An institution that provides a temporary residence for individuals intended to be institutionalized; or

¹ CDPH TBCB. Program and Epidemiology Liaison Assignments. Can be found at: <https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/TBCB-Program-Liaison-Epi-Assignments.pdf>

² CDPH TBCB. Policy for Housing Patients with Confirmed or Suspected Tuberculosis who are Considered Infectious. Can be found on the CDPH TBCB website under TB Guidelines and Regulations: <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/TB-Guidelines-and-Regulations.aspx>

³ CDC. (2009) Report of Verified Case of Tuberculosis (RVCT) Instruction Manual. Can be found at: <https://www.cdc.gov/tb/programs/rvct/InstructionManual.pdf>

- A public or private place not designated for, or ordinarily used as, a regular sleeping accommodation for human beings
- A homeless person may also be defined as a person who has no home (e.g., is not paying rent, does not own a home, and is not steadily living with relatives or friends). Another definition is a person who lacks customary and regular access to a conventional dwelling or residence. Included as homeless are persons who live on streets or in nonresidential buildings. Also included are residents of homeless shelters, shelters for battered women, welfare hotels, and single room occupancy (SRO) hotels that are not designated for permanent long-term housing. In the rural setting, where there are usually few shelters, a homeless person may live in non-residential structures, or substandard housing, or with relatives. Homeless does not refer to a person who is imprisoned or in a correctional setting.

2.3. Using FSIE Funds for the Hospitalization of Homeless TB Patients

By providing funds to house homeless TB patients, it was the intent of the 1997-1998 State Budget Initiative to improve completion of therapy for TB, decrease the need for detention of homeless TB patients, and decrease the number of homeless TB patients lost to follow-up. The Initiative was also designed to reduce the need for hospitalization of homeless TB patients. The CDPH TBCB recognizes, however, that when no other form of housing is available, or the patient is acutely ill, there may still be a need to hospitalize a homeless TB patient.

The CDPH TBCB may approve the use of FSIE funds for hospitalization when the following criteria are met:

- The patient is homeless at the time of hospital admission
- The patient is infectious or too ill to place in any other available housing. This must be clearly documented by the health department in the patient's chart.
- All other payer sources have been explored and found inadequate or unavailable. Please note that patients otherwise eligible for Medi-Cal except for their immigration status may be eligible for Emergency Medi-Cal services if they are acutely ill. TB alone does not qualify for Emergency Medi-Cal. Patients without satisfactory immigration status (SIS), may obtain Medi-Cal coverage by claiming PRUCOL (Permanent Residence Under Color of Law) status. Contact your TBCB Liaison for more information about the application process for persons with PRUCOL status.
- The patient is not under an order of detention as stated in H&SC Section 121365(d), (e). The CDPH TBCB has a separate request and reimbursement process for Civil Detention funding (See Part 2, Section 5). Each proposed detention should be discussed with a TBCB Program Liaison and/or Civil Detention Coordinator as soon as the possible need for detention arises. While both H&SC Section 121365(d) and (g) require the isolation of the patient, H&SC Section 121365(g) does not require that the patient be detained.

Additionally, as required by H&SC Sections 121361 and 121362, the hospital must submit a written treatment plan to the health department of the county where the hospital is

located and receive approval prior to discharging or transferring the patient. Approval is not required for transfer to a general acute care hospital when the transfer is due to an immediate need for a higher level of care. The health department should develop a plan for housing homeless TB patients. For consultation on developing a plan, please contact your assigned TBCB Program Liaison.¹

Local health jurisdictions considering use of the FSIE allotment to cover part or all of the cost of hospitalization should contact the TBCB for approval.

3. Additional Food, Shelter, Incentives and Enablers (FSIE) Funds

An Additional FSIE Allotment may be requested by and awarded to jurisdictions that exhaust their FSIE or Real-time Allotment in accordance with the following criteria:

- The CDPH TBCB should be the funding source of last resort for additional FSIE funds. The jurisdiction must attempt to find resources that will allow the local TB control program to provide the necessary services to the TB patient.
- Requests for additional funds should be primarily for the purpose of providing housing for patients with confirmed TB or for patients suspected of having TB. Circumstances warranting exceptions to this will be considered and approval will be made on a case-by-case basis. Exceptions should be in accordance with the prescribed use of these funds as described in [Part 2, Section 2](#) of this manual.

The CDPH TBCB cannot ensure that sufficient funds will be available to pay every request. However, the CDPH TBCB will endeavor to identify all appropriate available funds. Additional FSIE funds are awarded on a first come, first served basis, and made in accordance with merit of the request and availability of funds.

LHJs should request an Additional FSIE Allotment as soon as the need has been identified. Requests will be reviewed and if approved, a letter of award will be issued. Instructions for submitting requests and invoicing for reimbursement are located in [Part 3, Section 3](#). For additional information, please contact your TBCB Fiscal Analyst.

4. Special Needs Funds

Special Needs Funds awards are made available when possible to LHJs that need resources to support acute and non-enduring TB control activities such as outbreaks, extended contact investigations, and cases of multidrug-resistant (MDR) TB. The amount available varies each year. Available funds may be federal, state or both. Allowable expenditures will be based on state and federal guidelines.

Special Needs Funds may be requested by and awarded to jurisdictions that have no other funds available in accordance with the following guidance:

- Eligible expenditures include support for additional personnel, benefits, travel, translation services, laboratory testing, supplies and services such as a portable X-ray van to conduct on-site screening of contacts for active TB disease and/or other allowable expenditures needed to assist with TB control activities

¹ CDPH TBCB. Program and Epidemiology Liaison Assignments. Can be found at: <https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/TBCB-Program-Liaison-Epi-Assignments.pdf>

- Ineligible expenditures include in-patient care, support for routine, on-going TB control activities, “not allowed” expenses on the list of [Non-Allowable Expenditures FY 2020-2021](#) on page 13 and any expenditure that can be covered by another source of funds. Use of Special Needs Funds for anti-TB medications is dependent on funding source (check with your TBCB Fiscal Analyst) for availability.
- Jurisdictions that receive federal funds directly from the CDC through a Tuberculosis Cooperative Agreement with the Centers for Disease Control and Prevention are only eligible for state funds, when available

LHJs may request Special Needs funding as soon as the need has been identified. Requests will be reviewed and if approved, a letter of award will be issued. Instructions for submitting requests and invoicing for reimbursement are located in [Part 3, Section 4](#). For additional information, please contact your TBCB Fiscal Analyst.

5. Civil Detention Funds

Civil Detention Funds awards are made available when possible to LHJs that need resources to detain persistently non-adherent tuberculosis patients. Funding is considered on a case-by-case basis. H&SC Section 121358(a) prohibits the use of these funds for detentions carried out in correctional facilities. See [Allowable Civil Detention Expenditures](#) and [Non-Allowable Civil Detention Expenditures](#) on page 18.

Civil Detention Funds may be requested by and awarded to jurisdictions that have no other funds available in accordance with the following guidance:

- Each proposed detention should be discussed with a TBCB Program Liaison and/or Civil Detention Coordinator as soon as the possible need for detention arises.
- All jurisdictions requesting funding for the civil detention of a persistently non-adherent tuberculosis patient must have a current “Plan for the Detention of Persistently Non-Adherent Tuberculosis Patients” on file with the CDPH TBCB
- Reimbursement of up to \$285 per day is available for the cost of detention for isolation (H&SC Section 121365[d]) and completion of therapy (H&SC Section 121365[e])
- Reimbursement is available for the cost of counsel provided to a non-indigent TB patient, upon request of the patient who is subject to an order of civil detention issued by the Local Health Officer. Services provided by counsel include representation of the TB patient at any court review of the order of detention required by H&SC Section 121451.
- Reimbursement for detention is a fixed rate per day based on the type of facility. Contact the TBCB Civil Detention Coordinator for information about the current rate.
- Prior to submitting an invoice to the CDPH TBCB, LHJs should seek third-party reimbursement for expenses for all eligible civilly detained patients

LHJs should request Civil Detention funding as soon as the need has been identified. Requests will be reviewed and if approved, a letter of award will be issued. Instructions for submitting requests and invoicing for reimbursement are located in [Part 3, Section 5](#). For additional information, please contact your TBCB Fiscal Analyst.

5.1. Tuberculosis Control Branch Civil Detention Coordinator

Lisa True, Nurse Consultant, may be reached at (510) 620-3054 or via email at lisa.true@cdph.ca.gov.

Allowable Civil Detention Expenditures

<p>Allowable: All civil detention reimbursement requests are reviewed on a case-by-case basis. The CDPH TBCB is the payer of last resort. Proof of third-party payer non-eligibility must be provided to the TBCB prior to invoice payment.</p>
<p>Room Accommodation Including access to toileting and bathing, meals, housekeeping, laundry, provision of nursing care for administration of TB medication by DOT and visitation procedures.</p>
<p>Health or Other Treatment Facility</p> <ul style="list-style-type: none"> • Acute Care Hospital (up to \$285 per day) • Skilled Nursing Facility (up to \$285 per day) • Alcohol and Drug Rehabilitation Facility (\$50 per day) • Mental Health Rehabilitation Center (up to \$285 per day) • Other Health Care/Treatment Facility (up to \$285 per day) • Motel with elopement prevention measures (up to \$285 per day)
<p>Other Expenditures</p> <p>Additional Patient Services</p> <ul style="list-style-type: none"> • Provision of TB clinical services for medical evaluation, monitoring, and follow-up • Mental health, substance abuse and spiritual counseling • Counsel for a non-indigent TB patient, upon request of the patient who is subject to an order of civil detention issued by the Local Health Officer. Services provided by counsel include representation of the TB patient at any court review of the order of detention required by H&SC Section 121451. • Recreation • Elopement prevention <ul style="list-style-type: none"> ○ May include: 24 hour security, security guard, closed circuit television, electronic monitoring, alarm on doors, and electronic key pad for entry and exit
<p>Medication The most cost efficient method of purchasing TB medication must be utilized (i.e., third-party payer, or a discounted drug purchasing program)</p>
<p>Transportation Ground transportation to and from a regional civil detention site on a pre-approved case-by-case basis</p>

Non-allowable Civil Detention Expenditures

<p>Non-Allowable: These expenditures will not be approved for reimbursement:</p>	
<p>Detention in a correctional facility</p>	<p>Detention in a private residence</p>
<p>Personal monitoring devices (unless court-ordered)</p>	<p>Air transportation within the state of California</p>

6. Local Assistance Award Reimbursement

- The CDPH TBCB reimburses the Contractor in arrears for actual expenditures in accordance with an approved and accepted award
- Reimbursement occurs only after the CDPH TBCB has received a signed original copy of the Acceptance of Award form that is provided with the Letter of Award
- Reimbursement is contingent upon TBCB approval of Contractor expenditures submitted by invoice
- Reimbursement will be withheld if the CDPH TBCB determines that the Contractor is not adhering to the terms and conditions described in the Standards and Procedures Manual
- It is mutually agreed that if the State of California Budget Act of the current year or the federal budget covered under these TB local assistance awards does not appropriate sufficient funds for the TB program, the awards shall be of no further force and effect. In this event, the CDPH TBCB shall have no liability to pay any funds whatsoever to Contractors or to furnish any other considerations under this agreement and Contractors shall not be obligated to perform any provisions of TB local assistance awards.
- If state or federal funding for any fiscal year is reduced or deleted for purposes of this program, the CDPH TBCB shall have the option to either cancel this agreement with no liability occurring to the State, or offer an amendment to Contractor to reflect a reduced amount
- Total reimbursement shall not exceed the sum specified in your letter of award for Base Award, Real-time Allotment, FSIE Allotment, Additional FSIE Allotment, Special Needs Funds Award or Civil Detention Funds Award
- Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927
- LHJs experiencing events that necessitate acute and non-enduring TB control activities for which no other funds are available, such as extended contact investigations, cases of MDR TB, and outbreaks may request Special Needs Funds (see [Part 2, Section 4](#) for additional information). Reimbursement for Base Award, Real-time Allotment, FSIE Allotment, Additional FSIE Allotment, Special Needs Funds Award and Civil Detention Funds Award will not be made more frequently than quarterly unless noted in the Letter of Award.
- A final undisputed invoice shall be submitted for payment no more than sixty (60) calendar days following the expiration or termination date of a TB local assistance award, unless a later or alternate deadline is agreed to in writing by a CDPH TBCB Fiscal Analyst. Said invoice should be clearly marked "Final Invoice," indicating that all payment obligations of the CDPH TBCB under this agreement have ceased and that no further payments are due or outstanding. The CDPH TBCB may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written approval of an alternate final invoice deadline.

Part 3 - Procedures

1. Jurisdictions Reporting On Average Six or More TB Cases Annually

1.1 Completing Your Base Award Application: Required Forms and Information

Applications must be completed in accordance with the instructions given in this document. The application must include:

- Budget
 - Summary Budget
 - Detail Budget
 - Line item justifications
- Funding Matrix
- Personnel Matrix
- Certification of Established Electronic Observed Therapy (eDOT) Policies and Procedures (if applicable)

Budget forms can be found on the CDPH TBCB website under TB Funding for Local Health Jurisdictions: <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/TB-Resources-for-LHDs.aspx>. The eDOT certification form is included in the request for application email.

For questions regarding the Base Award application process, please contact a TBCB Fiscal Analyst by telephone or via email.

1.2. Completing Your Base Award Budget

A. Salary Savings and the Contractor's Initial Budget

Submitted budgets should not include projected salary savings. Jurisdictions with local requirements to include salary savings in their application budget should contact a TBCB Fiscal Analyst for additional guidance.

B. Medi-Cal Fee-for-Service Reimbursement of Directly Observed Therapy and Directly Observed Preventive Therapy, including eDOT

The CDPH TBCB encourages the use of directly observed therapy (DOT) as a strategy for improving completion of therapy and reducing adverse treatment outcomes. To the extent possible, DOT services should be reimbursed by Medi-Cal on a fee-for-service basis of \$19.23 per encounter.

The following rules apply to claims for Medi-Cal reimbursement for DOT services:

- Medi-Cal fee-for-service reimbursement for administering DOT or directly observed preventive therapy (DOPT) can only be billed for personnel who are either fully or partially funded with local revenue dollars. Medi-Cal reimbursement is not allowed for services provided by personnel who are fully funded through CDPH TBCB local assistance funds.
- A county or local overmatch is required to claim the Federal Financial Participation reimbursement. Contractors should determine which position(s) will provide Medi-Cal fee-for-service DOT or DOPT, and structure their local and CDPH TBCB local assistance budgets to maximize this revenue stream.

Reimbursement is limited to the amount of county or local overmatch budgeted for the personnel providing the service.

Suggested options for structuring your budget:

Option A

- Identify the number and type of personnel who will provide Medi-Cal reimbursable services
- Budget these positions to be fully funded with local revenue dollars

Option B

- Identify the number and type of positions who will provide Medi-Cal reimbursable services
- Estimate the amount of Medi-Cal reimbursement expected for services provided by each identified position
- Each position should be funded with local revenue dollars for an amount equal to or greater than the expected amount of Medi-Cal reimbursement
- Positions costs in excess of the expected amount of Medi-Cal reimbursement may be included on the Base Award budget

C. Personnel Costs (Benefit and Non-Benefit)

Budget information for CDPH TBCB funded positions is required on the Summary, Detailed Budget and Line Item Justification forms.

Summary Budget

- Personnel (With Benefit) line item category
 - Enter the total amount budgeted for benefited personnel
- Personnel (Non-Benefit) line item category
 - Enter the total amount budgeted for non-benefited personnel and miscellaneous personnel items

Detailed Budget

- Personnel (With Benefit) line item category
 - List and consecutively number each benefited position as a separate line item (see Example of Detailed Budget on page 22). For each position listed, include the following information:
 - Position title
 - Indicate if the position is new or continuing
 - Annual salary
 - Full time equivalent (FTE)
- Total Line Item Amount

Example of Detailed Budget

Line Item Category					
Personnel - With benefits (title, new or continuing, annual salary, FTE, months)					Amount
Title	New/Cont.	Annual	FTE	Months	
1. Medical Doctor	New	\$160,000	.05	12	\$8,000
2. Community Worker	Continuing	\$35,000	1.0	12	\$35,000
3. Community Worker	Continuing	\$36,800	0.8	12	\$29,440
4. Epidemiologist	New	\$60,000	1.0	12	\$60,000
Total Personnel (with benefits)					\$132,440
Benefits (rate, actual salary)					
Title		Rate		Actual Salary	
1. Medical Doctor		32%		\$8,000	\$2,560
2. Community Worker		40%		\$35,000	\$14,000
3. Community Worker		40%		\$29,440	\$11,776
4. Epidemiologist		32%		\$60,000	\$19,200
Total Benefits					\$47,536
Personnel – Non-benefit (title, new or continuing, annual salary, FTE, months)					
Title	New/Cont.	Annual	FTE	Months	
1. Community Worker	New	\$38,000	0.5	12	\$19,000
Bilingual bonus: \$80 per month x 12 months x 9 Nurses					\$8,640
Total Personnel (Non-Benefit)					\$27,640
TOTAL PERSONNEL SERVICES					\$207,616

Line Item Justification

- Include the following information for each position listed in the Detailed Budget (see [Example of Line Item Justification](#) on page 23):
- Position Title
- Name(s) of the individual(s) filling the position. State “vacant” if position(s) is/are not filled
- Brief summary of the duties for the position; describe how the position contributes to conducting Strategy One and/or Strategy Two activities listed on page 2
- Identify personnel funded with Housing Personnel funds, their activities, and the amount of FTE that match the criteria for the use of these dollars
- Identify personnel fulfilling the duties of a Correctional Liaison (see also [Part 3, Section 1.2 M](#))

Example of Line Item Justification

Personnel
<p>1. Medical Doctor Allison Smith (0.05 FTE) Reviews hospital discharge treatment plans, coordinates treatment adjustments and approves discharge.</p>
<p>2. and 3. Community Workers Henry Trevon (1.0 FTE) and Leo Segundo (0.8 FTE) Henry Trevon and Leo Segundo provide DOT along with other patient follow-up services in a public health clinic to ensure completion of therapy.</p>
<p>4. Epidemiologist (Vacant) This individual analyzes Report of Verified Case of Tuberculosis (RVCT) form data and program records to identify disease trends, monitor patient outcomes, and program performance indicators.</p>
<p>5. Community Worker Luther X. Ray (0.5 FTE) Luther X. Ray performs contact investigation follow-up services in the field. He also provides DOT which is billed through the Medi-Cal TB Program fee-for-service DOT. He is supported for this portion of his effort by local revenue dollars.</p>

D. Benefits

- Benefit rates of greater than 53% must be justified. Submit official documentation of the rate, as well as a breakdown of the benefits
- Benefit information is required on the Summary and Detailed Budget sheets
 - Summary Budget – Benefits line item category
 - Enter the total amount budgeted for benefits
 - Detailed Budget – Benefits line item category
 - Enter the benefit rate, actual salary and the amount of benefits budgeted for each position listed in the Personnel (Benefit) category (see [Example of Detailed Budget](#) on page 22)

E. Miscellaneous Personnel Line Items

Budget information for miscellaneous personnel line items, i.e., nurse retention bonus, bilingual bonus, is required on the Summary, Detailed Budget and Line Item Justification forms.

Summary Budget – Personnel (Non-Benefit) line item category

- Include in the total amount budgeted for miscellaneous personnel line items

Detailed Budget – Personnel (Non-Benefit) line item category

- List any miscellaneous personnel line items as separate line items (see [Example of Detailed Budget](#) on page 22)

Line Item Justification

- For each miscellaneous personnel item listed in the Detailed Budget, include the following information in the Line Item Justification:
- Name of the line item
- A brief justification describing how these line items assist your staff in meeting identified program needs

Example of Personnel (non-benefit) Justification**Bilingual Bonus**

These bilingual individuals provide direct services to non-English speaking persons.

F. Travel and Per Diem

Allowable Travel and Per Diem Expenses and Reimbursement (In-State travel only):

- Mileage – Private Car: \$0.575 per mile (or current state reimbursement rate)
 - Contractors must maintain a travel log that includes the individual's name, purpose of the trip (e.g., DOT visit), date(s) of travel, and the total mileage for the trip

- Daily Subsistence Rates (when travel exceeds 24 consecutive hours)

Reimbursement will be made for actual expenditures not exceeding the following maximum allowable amounts:

- \$7.00 Breakfast
- \$11.00 Lunch
- \$23.00 Dinner
- \$5.00 Incidentals (reimbursement for fees and tips given to porters, baggage carriers and hotel staff)
- Lodging with a receipt up to \$90.00 per night, plus tax, except for specific counties listed below.

Reimbursement is made on the actual amount of the lodging or expense up to the designated maximum. All expenses invoiced must be for the actual amount of the expense. Local health jurisdiction personnel traveling on Base Award dollars should maintain receipts for all claimed expenses. Lodging without a receipt will not be reimbursed.

Designated reimbursement maximums for lodging are higher for (receipted) hotel stays in the following counties:

- Napa, Riverside and Sacramento counties: up to \$95 per night, plus tax
- Marin County: up to \$110 per night, plus tax
- Los Angeles, Orange and Ventura counties: up to \$120 per night, plus tax
- Monterey and San Diego counties: up to \$125 per night, plus tax
- Alameda, San Mateo and Santa Clara counties: up to \$140 per night, plus tax
- City of Santa Monica: up to \$150 per night, plus tax

- San Francisco City and County: up to \$250 per night, plus tax

Reimbursement for travel and per diem shall be in accordance with California Department of Human Resources policies for state employees.¹

Summary Budget – Travel line item category

- List the total amount of combined travel and per diem

Detailed Budget – Travel line item category

- List projected within-jurisdiction travel separately from out-of-jurisdiction travel
- For within-jurisdiction travel, indicate the number of miles and mileage rate
- For out-of-jurisdiction travel, indicate travel and per diem expenses separately

Line Item Justification

- For within-jurisdiction and out-of-jurisdiction travel and per diem, briefly describe the purpose of the travel. If applicable, identify the dollar amount of Housing Personnel funds and how the proposed activities meet the criteria for the use of these funds (see [Example of Travel Justification using Housing Personnel Funds](#) below and [Part 2, Section 1.6](#) for guidance on the use of Housing Personnel funds).

Example of Travel Justification using Housing Personnel Funds

Within-jurisdiction travel is required for community outreach workers and public health nurses to perform DOT, patient interviewing, and contact investigation. Out-of-jurisdiction travel is required for medical, nursing and other health professional staff to participate in continuing education through the annual CTCA conferences.

G. Equipment

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

- **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 TBCB or the cost is reimbursed through this Agreement.
- **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 TBCB or the cost is reimbursed through this Agreement.

Note: The CDPH TBCB requires that major equipment purchased with state funds be documented on the “Contractor Equipment Purchased with CDPH TBCB Funds” form. Contractors should request a form from a TBCB Fiscal Analyst prior to

¹ CalHR website: <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>

invoicing and return the completed form to the TBCB with the invoice for the purchase.

- Approval to purchase equipment is contingent on the Contractor's ability to demonstrate that the purchase is a cost effective means to meet a need related to the control and prevention of TB. This is best accomplished by clearly stating the purpose of the equipment.
- Equipment procurement shall not exceed an annual (fiscal year) maximum of \$50,000
- All equipment and products purchased should be American-made, to the greatest extent possible
- Contractors using CDPH TBCB local assistance award funds to purchase video or other electronic equipment or services for electronic directly observed therapy must have an eDOT policy and procedures in place and submit a signed "Certification of Established Electronic Observed Therapy (eDOT) Policy and Procedures" prior to equipment purchase. An eDOT certification is included with the "Request for Application" email and is also available upon request.

Summary Budget – Equipment line category

- List the total amount of all equipment purchases

Detailed Budget – Equipment line item category

- Itemize equipment purchases and include:
 - The number of units, cost per unit, and total cost
 - Make and model number

Line Item Justification

- Briefly describe how the equipment will enhance your ability to conduct TB prevention and control activities.

H. Supplies

Use this line item for office, clinic and laboratory supplies, such as tuberculin syringes.

Summary Budget

- List the total amount for all supplies to be purchased

Detailed Budget

- Itemize projected expenditures into three categories (see Example of Supplies Detailed Budget on page 27):
 - Office Supplies: state the total amount to be expended for these supplies. It is not necessary to list all the types of office supplies.
 - Clinic Supplies: state the total amount to be expended for these supplies. It is not necessary to list all the types of clinic supplies.
 - Laboratory Supplies: itemize all supplies to be purchased with the unit price and number needed for each type.

Example of Supplies Detailed Budget

Line Item Category			
Supplies			Amount
Office Supplies			\$500
Clinic Supplies			\$100
Laboratory Supplies	Unit	Cost per Unit	
Reagents	5	\$75.00 ea	\$375
Disposable pipets	5	\$40.00 pkg	\$200
Centrifuge tubes	8	\$35.00 pkg	\$280
Total Supplies			\$1,455

I. Anti-TB Medication

To comply with federal restrictions on fund use, reimbursement of medication expenditures is limited to the amount of the state fund portion of the award.

Summary Budget – Anti-TB medication line item category

- Include in the total amount budgeted for anti-TB medications

Detailed Budget – Anti-TB medication line item category

- Itemize anti-TB medication you will purchase with the dollar amount for each drug (see Example of Anti-TB Medication Detailed Budget below):

Example of Anti-TB Medication Detailed Budget

Line Item Category			
Anti-TB Medication	Units	Cost per Unit	Amount
Rifampin	30	\$60	\$1,800
Isoniazid	30	\$20	\$600
Pyrazinamide	30	\$150	\$4,500
Total Anti-TB Medication			\$6,900

J. Subcontracts

Please include a copy of each subcontract with the application. A final draft is acceptable, but a copy of the final signed contract must be submitted to the CDPH TBCB as soon as the local contract process is completed.

Summary Budget – Contractual line item category

- List the total amount of all subcontracts (e.g., purchase agreements and service contracts).

Detailed Budget – Contractual line item category

- Itemize each subcontract on the detailed budget sheet.
- List the name of each subcontract organization
- Indicate the period of service
- Specify total dollar amount of each subcontract
- Specify personnel and/or services, equipment and other costs for each subcontract. Provide the same details for personnel, benefits, travel, equipment, supplies and other costs covered under the subcontract as is required for the Base Award detailed budget section.

Line Item Justification

- Briefly describe the following:
- Purpose of the subcontract
- Scope of work: Describe in outcome terms the specific services to be performed. Deliverables should be clearly defined.
- Method of selection: State whether the contact is sole-source or competitively bid. If the organization is the sole source for the contact, include an explanation as to why this institution is the only one able to perform the service.
- Method of Accountability: Describe how the progress and performance of the contractor will be monitored throughout the contract period. Identify who will be responsible for supervising the contract. Include a schedule and description of the types and quantity of the services and/or product(s) to be delivered
- If applicable, identify the dollar amount of Housing Personnel funds and how the subcontract meets the criteria for the use of these funds (see Part 2, Section 1.6 for guidance on the use of Housing Personnel funds)

K. Other Line Items

Use this line item for:

- Other direct costs that have not been listed elsewhere
- Local detention activities, only as described in Health and Safety Code Section 121451

Summary Budget – Other line item category

- Enter the total amount of Other category line items

Detailed Budget – Other line item category

- Itemize each type of expenditure

Line Item Justification

- Provide a brief justification for all items listed in the Detailed Budget - Other category.

L. Indirect Cost

Indirect costs are the expenses of doing business not readily identified within a grant or contract, but needed for the general operation of the organization. Reimbursement for indirect costs is generally expressed as a percentage called an indirect cost rate (ICR) and is applied to either the total of Personnel Services (Salary and Benefits) or the total Allowable Direct Cost of the contract.

Each Contractor will submit an application annually to the CDPH Financial Management Branch (FMB) with their proposed ICR percentage based on either the total cost of personnel services or total allowable direct cost. The CDPH FMB will review applications and approve rates for the upcoming fiscal year. ICR will be capped at the CDPH-approved rate for each individual jurisdiction, but not to exceed 25% of total personnel services costs or 15% of total allowable direct costs. For more information regarding approved county indirect cost rates, please contact the FMB by email at CDPH-ICR-mailbox@cdph.ca.gov.

Reduced Indirect Costs

- Contractors are **not required** to include an ICR in their TB local assistance award budgets. Contractors may choose to not include ICR in their award budget or may elect to include an ICR that is less than their approved rate.

M. Designation of a Correctional Liaison

Ensuring continuity of care for TB patients who transfer between correctional facilities and the community is an important TB prevention and control activity. Each jurisdiction should identify its needs and determine those duties that are most appropriate for their Correctional Liaison. The National TB Controllers Association (NTCA) Public Health TB Corrections Liaison Model Duty Statement¹ and Core Competencies may be useful in determining these duties.

The designee may be your jurisdiction's Correctional Liaison identified in the CTCA Directory,² or you may choose to designate someone else.

To identify the designee in your application package:

- If this position is supported through local assistance subvention funds, then include the following statement in the line item justification: "Fulfills the Duties of a Correctional Liaison."
- If the Correctional Liaison is supported through other funds, then indicate in the cover letter included with the submission of your budget the name and position classification of the staff member responsible for fulfilling these duties.

¹ Public Health TB Corrections Liaison Model Duty Statement can be found on the NTCA website under Model Duty Statements:

http://tbcontrollers.org/docs/CoreCompetencies/Corrections_Liaison_Competencies_09-2015.pdf

² CTCA Directory can be found on the CTCA website at: <http://www.ctca.org>

1.3. Submitting Your Base Award Application

Submit electronically to TBCB.Awards@cdph.ca.gov or mail by Friday, April 24, 2020 to:

California Department of Public Health
Tuberculosis Control Branch
850 Marina Bay Parkway, Building P, 2nd Floor
Richmond, CA 94804-6403
Attention: Local Assistance – Application for Funding

1.4. Notice of Base Award Application Approval Process

The CDPH TBCB issues a Letter of Award to the recipient upon approval of the application package. The Letter of Award will contain the amounts of the Base Award, including Housing Personnel funds, federal funds and the Food, Shelter, Incentives and Enablers (FSIE) allotment. Attached to the letter is an Acceptance of Award page to be completed by the jurisdiction and returned with an authorized signature.

1.5. Accepting Your Base Award

As an official acknowledgement of receipt of the award, the Acceptance of Award page must be returned to the CDPH TBCB with an authorized signature. By signing the Acceptance of Award, the recipient agrees to all the conditions of the award as set forth by the CDPH TBCB. A signed agreement is a prerequisite for reimbursement of invoices. The following certification forms are included in the "Request for Application" email and should be signed and sent with the signed Acceptance of Award:

- Contractor Certification Clauses
- Special Terms and Conditions–Additional Provisions–Federal Terms and Conditions
- Darfur Contracting Act
- Certification of Established Electronic Directly Observed Therapy (eDOT) Policies and Procedures (if applicable)

1.6. Managing Your Base Award and FSIE Allotment

A. Submitting Base Award Invoices

For services satisfactorily rendered, and upon receipt and approval of the invoices, the CDPH TBCB agrees to compensate the Contractor for actual expenditures incurred in accordance with an approved TB local assistance award budget.

Original invoices signed by an authorized representative in blue ink certifying that the expenditures claimed represent actual expenses should be submitted on the Contractor's letterhead quarterly (see [Part 3, Section 1.6 A 2](#) for due dates) in arrears to:

California Department of Public Health
Tuberculosis Control Branch
850 Marina Bay Parkway, Building P, 2nd Floor
Richmond, CA 94804-6403
Attention: Local Assistance – Invoice

1. Guidance for Submitting Base Award Invoices

To facilitate timely reimbursement, use the current Base Award invoice template on the CDPH TBCB website at:

<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/TB-Resources-for-LHDs.aspx> and include the following information:

- Award period
- Invoice number (e.g., Q1 Base, Q2 Base)
- Billing period
- Award number
- Amount to be reimbursed by line item category
 - For Personnel, include name, title, salary and benefit detail
 - Reimbursement for allowable travel and per diem expenses (in-state only) will be reimbursed using state rates. See Part 3, Section 1.2 F for rate details.
 - For Equipment, include item detail (type and cost for each). For equipment expenditures, the CDPH TB Control Branch reserves the right to request evidence of payment purchase, e.g., official county purchase order, and a brief description of the item(s) purchased including make and model number.
 - Under Supplies, include office, medical and laboratory supplies
 - Anti-TB medications should be included as a separate line item. Request for reimbursement must not exceed the state portion of your Base Award.
 - Provide detail regarding amount to be reimbursed under Other, including local detention activities (as described in Health and Safety Code Section 121451)
- Remit to address

Please note that no invoices for the new fiscal year can be processed if there are outstanding invoices from the previous year or if there are unresolved stipulations from the Letter of Award. Also, invoice payment requires that a signed Acceptance of Award is on file with the CDPH TBCB.

2. Award Invoice Due Dates and Requests for Extensions

- Award invoices for TB control expenditures should be submitted quarterly per the schedule below.

Quarter	Period Covered	Due Date
First	July 1 through September 30	November 16
Second	October 1 through December 31	February 15
Third	January 1 through March 31	May 17
Fourth	April 1 through June 30	August 16

- Invoices must be postmarked by the quarterly due date. If an invoice will not be submitted by the quarterly due date, the Contractor must contact the TBCB in advance to request an extension.
- All requests for extensions must be submitted in writing (letter, fax or email) by the invoice due date with an explanation of the barriers to timely submission. Requests for extensions longer than two weeks may not be granted if the date would delay TBCB fiscal closeout. Fiscal closeout begins on the first business day of September of each year. Contractors granted a second or fourth quarter extension must submit a “not to exceed amount” by the last business day in August.

B. Submitting FSIE Allotment Invoices

Original invoices signed by an authorized representative in blue ink certifying that the expenditures claimed represent actual expenses should be submitted on the Contractor’s letterhead quarterly (see [Part 3, Section 1.6 A 2](#) for due dates) in arrears to:

California Department of Public Health
Tuberculosis Control Branch
850 Marina Bay Parkway, Building P, 2nd Floor
Richmond, CA 94804-6403
Attention: Local Assistance – Invoice

The official signature(s) must be in blue ink.

Guidance for Submitting FSIE Allotment Invoices

- To facilitate timely reimbursement, use the current FSIE invoice template on the CDPH TBCB website at: <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/TB-Resources-for-LHDs.aspx> and include the following information:
- Amount to be reimbursed by line item (Shelter and Food, Incentive and Enablers) and the following detail:
 - For shelter include: the TB case Report of Verified Case of Tuberculosis (RVCT) or California Reportable Disease Information Exchange (CalREDIE) number or the local TB suspect ID number, name of lodging location, cost per day, number of days, and total cost. Please do not submit any patient identifiers, such as name, address, or birth date.
 - For patients receiving housing assistance and/or shelter: verify and indicate that treatment was administered via DOT during the time housing was provided.
 - For food items, meals, incentives, enablers: itemize and cross-foot, e.g., 20 personal hygiene kits @ \$3.50, total \$70; 100 bus vouchers @ \$1.00, total \$100; 50 food coupons @ \$3.00, total \$150
- It is not necessary to submit evidence of expenditures for food, shelter, incentives and enablers. However, Contractors are required to maintain this

documentation. Please contact your TBCB Fiscal Analyst for more information regarding record retention requirements.

- The CDPH TBCB will review the balance of unexpended FSIE funds and redistribute these funds to Contractors that have requested additional funds. By failing to contact the TBCB to request a submission extension for second or fourth quarter invoices, Contractors risk not receiving full payment for the invoiced amount if submitted past the deadline. For information about requesting additional FSIE, see Part 3, Section 3.

C. Budget Revision Process

1. General Standards

- Budget revision requests should be made 4 weeks prior to anticipated expenditures
- A TBCB Fiscal Analyst must confirm in writing approval of modified budget requests. No reimbursements can be made for revised budget expenses until approval has been granted. The CDPH TBCB does not give verbal approval for budget revisions.

2. Requesting a Budget Revision

- General Requirements
 - Submit a Budget Revision Request, a revised Summary Budget, Detailed Budget, and line item justification to the TBCB by email
 - Before preparing the budget revision, review the list of Allowable Expenditures (see Part 2, Table 2)
- Completing the Budget Revision Request
 - To facilitate timely review, use the Base Award Budget Revision Request template on the CDPH TBCB website at: <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/TB-Resources-for-LHDs.aspx>. Additional information may be requested.
 - Include a complete narrative justification for each revised line item. The justification should clearly describe how each proposed revision to the approved budget would enhance the TB program's ability to achieve stated TBCB priorities (see Part 1, Section 4.1).
 - The following items, when appropriate, must be included when submitting revisions to the Personnel line item:
 - Itemized salary savings for each benefited and non-benefited personnel line item
 - For changes in employment status, include the employee's title, start date, and termination date (when applicable) in the justification section
 - A revised Personnel Matrix
 - All required signatures

3. Notification of Action Taken on a Budget Revision Request

A copy of the approved or disapproved request will be emailed or faxed to the contact person listed on the budget revision form, or on the cover letter accompanying the request, if different from the contact person listed on the form.

1.7. **Additional Required Forms**

- A “Contractor Equipment Purchased with CDPH TBCB Funds” form must be submitted with the invoice for major equipment purchased with TB local assistance funds. Contact a CDPH TBCB Fiscal Analyst for a form.
- A Contractor’s Release form for Base Awards and Real-time Allotments will be emailed to Contractors prior to the end of the fourth quarter and must be submitted with the final Base Award or Real-time Allotment invoice.

2. **Jurisdictions Reporting on Average Less Than Six TB Cases Annually**

2.1. **Receiving Your Real-Time Allotment**

An application is not required for receipt of Real-time Allotment funds. The allocation of Real-time Allotment funds is based on the number of TB cases and case characteristics reported in the current calendar year and the number of completed B1-notification evaluations. In order to provide 90 days to complete B1-notification evaluations for immigrants arriving in December, funds will be issued for evaluations completed between December 1 of the previous year and November 30 of the current year.

An initial installment of Real-time Allotment will be issued in June based on verified TB cases reported between January 1 and May 31. A revised installment of Real-time Allotment will be issued in November based on TB cases reported between June 1 and October 31. A final installment of Real-time Allotment will be issued in March based on TB cases reported between November 1 and December 31. Funds will be issued for up to five TB cases and/or case characteristics per calendar year. There is no limit on reimbursement for B1-evaluations completed. Letters of Award for Real-Time Allotment installments are sent per the schedule below.

Letter of Real-Time Allotment Schedule

TB Cases Reported	Award Letter	Date Issued
January 1 – May 31	Initial Installment	June
June 1 – October 31	Revised Installment	November
November 1 – December 31	Final Installment	March

*Real-time Allotments will be issued for up to five cases or case characteristics per calendar year

2.2 **Accepting Your Real-Time Allotment**

As an official acknowledgement of receipt of the award, the Acceptance of Award page must be returned to the CDPH TBCB with an authorized signature. By signing the Acceptance of Award, the recipient agrees to all the conditions of the award as set forth by the CDPH TBCB. A signed agreement is a prerequisite for reimbursement of invoices.

The following certification forms should be signed and sent with the signed Acceptance of Award:

- Contractor Certification Clauses
- Special Terms and Conditions–Additional Provisions–Federal Terms and Conditions
- Darfur Contracting Act
- Certification of Established Electronic Directly Observed Therapy (eDOT) Policies and Procedures (if applicable)

2.3. Managing Your Real-Time Allotment

A. Submitting Real-Time Allotment Invoices

For services satisfactorily rendered, and upon receipt and approval of the invoices, the CDPH TBCB agrees to compensate the Contractor for actual expenditures incurred in accordance with “Allowable Expenditures List FY 2019-2020” (see [Part 2, Table 2](#)).

Original invoices signed by an authorized representative in blue ink certifying that the expenditures claimed represent actual expenses should be submitted on the Contractor’s letterhead quarterly (see [Part 3, Section 1.6, A,2](#) for due dates) in arrears to:

California Department of Public Health
Tuberculosis Control Branch
850 Marina Bay Parkway, Building P, 2nd Floor
Richmond, CA 94804-6403
Attention: Local Assistance – Invoice

The official signature(s) must be in blue ink.

1. Guidance for Submitting Real-time Allotment Invoices

To facilitate timely reimbursement, use the current Real-time Allotment Invoice template on the CDPH TBCB website at:

<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/TB-Resources-for-LHDs.aspx> and include the following information:

- Award period
- Invoice number (e.g., 20XXBASE00-Q1 or 20XXFSIE00-Q2)
- Billing period
- Award number (e.g. 20XXRT-A00)
- Amount to be reimbursed by line item category (including FSIE)
 - For Personnel, provide name, title and a brief description of duties. For benefit rates of greater than 53%, submit official documentation of the rate, as well as a breakdown of the benefits.
 - Reimbursement for allowable travel and per diem expenses (in-state only) will be reimbursed using state rates. See Part 3, Section 1.2 F for rate details.

- For Equipment, include item detail (type and cost for each). For equipment expenditures, the CDPH TB Control Branch reserves the right to request evidence of payment purchase, e.g., official county purchase order, and a brief description of the item(s) purchased including make and model number.
- The CDPH TBCB requires that major equipment purchased with state funds be documented on the "Contractor Equipment Purchased with CDPH TBCB Funds" form. See Part 3, Section G for the definition of major equipment. Contractors should request a form from a TBCB Fiscal Analyst prior to invoicing and return the completed form to the TBCB with the invoice for the purchase.
- Under Supplies, include office, medical and laboratory supplies
- Anti-TB medications should be included as a separate line item. Requests for reimbursement for anti-TB medications must not exceed the state portion of your Real-time Allotment.
- For Contractual, a copy of the subcontract must be included with the first invoice for which reimbursement is requested. See Part 3, Section 1.2 J for guidance on additional information needed.
- Provide detail regarding amount to be reimbursed under Other, including local detention activities (as described in Health and Safety Code Section 121451)
- Detail for FSIE detail must include:
 - For Shelter: include the TB case RVCT or CalREDIE number or the local TB suspect ID number, name of lodging location, cost per day, number of days, and total cost. Please do not submit any patient identifiers such as name, address, or birth date.
 - For patients receiving housing assistance and/or shelter: verify and indicate that treatment was administered via DOT during the time housing was provided.
 - For food items, meals, incentives, enablers: itemize and cross-foot, e.g., 20 personal hygiene kits @ \$3.50, total \$70; 100 bus vouchers @ \$1.00, total \$100; 50 food coupons @ \$3.00, total \$150
- Remit to address

Please note that no invoices for the new fiscal year can be processed if there are outstanding invoices from the previous year or if there are unresolved stipulations from the Letter of Award. Also, invoice payment requires that a signed Acceptance of Award is on file with the CDPH TBCB.

2. Real-time Allotment Invoice Due Dates and Requests for Extensions

- Real-time Allotment invoices for TB control expenditures should be submitted quarterly per the schedule below.

<u>Quarter</u>	<u>Period Covered</u>	<u>Due Date</u>
First	July 1 through September 30	November 16
Second	October 1 through December 31	February 15
Third	January 1 through March 31	May 17
Fourth	April 1 through June 30	August 16

- Contractors may invoice for part or all of their Real-time Allotment funds in any given quarter. Invoices should be postmarked by the quarterly due date. Fourth quarter Real-time Allotment invoices must be submitted by August 15 following the end of the award period (e.g., August 15, 2021 for the award period of July 1, 2020 – June 30, 2021).
- Requests for extensions for fourth quarter invoices must be submitted in writing (letter, fax or email) by August 15 with an explanation of the barriers to timely submission. Requests for extensions longer than two weeks may not be granted if the date would delay TBCB fiscal closeout. Contractors granted an extension must submit a “not to exceed amount” by the last business day in August.
- If you have a question regarding invoice due dates, please contact a TBCB Fiscal Analyst.

3. Process for Requesting and Invoicing Additional FSIE Funds

- Requests for additional FSIE funds should be submitted as soon as the need has been identified. The request should include the amount needed through the end of the fiscal year and a brief budget to show how the funds would be spent. Requests must be in accordance with the use of these funds as described in [Part 2, Section 3](#)
- If the request is approved, the Contractor will receive a letter of award for the approved Additional FSIE Allotment. As an official acknowledgement of receipt of the award, the Acceptance of Award page must be returned to the CDPH TBCB with an authorized signature. By signing the Acceptance of Award, the recipient agrees to all the conditions of the award as set forth by the CDPH TBCB. Invoices for Additional FSIE expenditures will not be processed until the signed Acceptance of Award page has been received.
- Additional FSIE Funds should be invoiced separately using the Additional FSIE Invoice template posted on the CDPH TBCB website. Calculations for previous expenditures and remaining balance should be based on the approved Additional FSIE Allotment only, not the original FSIE Allotment. The invoice must include the authorized original signature(s) in blue ink.
- Invoices for additional FSIE expenditures should be submitted on the same quarterly schedule and format as described in Part 3, Section 1.6 B of this manual. Expenditures invoiced must have occurred within the scheduled time period.
- Fourth quarter invoices for additional FSIE expenditures must be submitted by August 15 following the award period (e.g., August 15, 2021 for the award period of July 1, 2020 – June 30, 2021). Invoices postmarked after August 31 may not be considered for reimbursement.

4. Process for Requesting and Invoicing Special Needs Funds

- Requests for Special Needs funds should be submitted as soon as the need has been identified. The request should include the amount needed through the end of the fiscal year and a brief budget to show how the funds would be spent. Requests must be in accordance with the use of these funds as described in Part 2, Section 4
- If the request is approved, the Contractor will receive a letter of award for Special Needs Funds. As an official acknowledgement of receipt of the award, the Acceptance of Award page must be returned to the CDPH TBCB with an authorized signature. By signing the Acceptance of Award, the recipient agrees to all the conditions of the award as set forth by the CDPH TBCB. Invoices for Special Needs Funds will not be processed until the signed Acceptance of Award page has been received.
- Special Needs Funds should be invoiced using the Special Needs Funds Invoice template posted on the CDPH TBCB website. The invoice must include the authorized original signature(s) in blue ink.
- Invoices for Special Needs expenditures should be submitted on the same quarterly schedule and format as described in Part 3, Section 1.6 B of this manual. Expenditures invoiced must have occurred within the scheduled time period.
- Fourth quarter invoices for Special Needs expenditures must be submitted by August 15 following the award period (e.g., August 15, 2021 for the award period of July 1, 2020 – June 30, 2021). Invoices postmarked after August 31 may not be considered for reimbursement.

5. Process for Requesting and Invoicing Civil Detention Funds

5.1. Requesting Approval and Submitting Documentation for Reimbursement for Civil Detention

- Each proposed detention should be discussed with a TBCB Program Liaison and/or Civil Detention Coordinator as soon as the possible need for detention arises. Requests for Civil Detention funds should be submitted by email to a TBCB Fiscal Analyst as soon as the need has been identified. The request should include the amount needed through the end of the fiscal year and a brief budget to show how the funds would be spent. Requests must be in accordance with the use of these funds as described in Part 2, Section 5.
- If the request is approved, the Contractor will receive a letter of award for Civil Detention Funds. As an official acknowledgement of receipt of the award, the Acceptance of Award page must be returned to the CDPH TBCB with an authorized signature. By signing the Acceptance of Award, the recipient agrees to all the conditions of the award as set forth by the CDPH TBCB. Invoices for Civil Detention Funds will not be processed until the signed Acceptance of Award page has been received.
- Refer to “Procedure for Requesting Reimbursement for Civil Detention for a Persistently Non-Adherent Tuberculosis Patient” for a complete description of this process and required documentation. Contact the TBCB Civil Detention Coordinator for assistance (see Section 5.4). For additional assistance in completing the required

documentation, refer to the CDPH-CTCA “Guidelines for the Civil Detention of Persistently Non-Adherent Tuberculosis Patients in California.”¹

Local health jurisdictions must use one of the following options in order to be eligible for reimbursement.

Option 1 (the CDPH TBCB recommends the use of this option)

- Prior to the detention, contact your assigned TBCB Program Liaison to discuss the circumstances
- Submit a completed “Request for Reimbursement of Civil Detention of a Persistently Non-Adherent Tuberculosis Patient” along with the required documentation
- The TBCB Civil Detention Coordinator will review each Request for Reimbursement;
- Approval or denial will be returned by fax to the requesting Contractor
- If the request is approved, a Notice of Award will be e-mailed to the requesting Contractor

Option 2

- Within 5 working days of the date the detention began, the Contractor must submit a completed “Request for Reimbursement of Civil Detention of a Persistently Non-Adherent Tuberculosis Patient” along with required documentation
- The TBCB Civil Detention Coordinator will review each Request for Reimbursement;
- Approval or denial will be returned by fax to the requesting Contractor
- If the request is approved, a Notice of Award will be e-mailed to the requesting Contractor
- Please be aware that if a Request for Reimbursement is denied by the CDPH TBCB, the Contractor is financially responsible for the detention.

5.2. Invoicing for Civil Detention Funds once the Request is Approved

- Before submitting an invoice to the CDPH TBCB, Contractors must seek third-party payer reimbursement for all eligible services and expenses for all civil detention patients. Proof of denial of third-party payer reimbursement or proof of denial of an application for health benefits is required prior to invoice payment.
- Contractors may request reimbursement for the actual costs of providing counsel for a non-indigent TB patient, upon request of the patient, who is subject to an order of civil detention issued by the Local Health Officer. Services provided by counsel include

¹ CDPH-CTCA. (2011) Joint Guidelines for the Civil Detention of Persistently Non-Adherent Tuberculosis Patients in California. Can be found at: https://ctca.org/wp-content/uploads/2018/11/FINLCivil_Detention092311_.pdf

representation of the TB patient at any court review of the order of detention required by H&SC Section 121451.

- Civil Detention Funds should be invoiced using the Civil Detention Funds Invoice template posted on the CDPH TBCB website. The invoice must include the authorized original signature(s) in blue ink.
- Invoices for Civil Detention expenditures should be submitted on the same quarterly schedule and format as described in Part 3, Section 1.6 B of this manual. Expenditures invoiced must have occurred within the scheduled time period.
- Fourth quarter invoices for Civil Detention expenditures must be submitted by August 15 following the award period (e.g., August 15, 2021 for the award period of July 1, 2020 – June 30, 2021). Invoices postmarked after August 31 may not be considered for reimbursement.

5.3. Detention Release Date Information

Within 5 working days of the detention release date, the jurisdiction will fax the release date to the TBCB Civil Detention Coordinator.

5.4. CDPH TBCB Civil Detention Coordinator

Lisa True, Nurse Consultant, may be reached at (510) 620-3054 or via email at lisa.true@cdph.ca.gov.¹

Appendix

Table 1. List of Abbreviations

Abbreviation	Expansion
ARPE	Aggregate Report for Program Evaluation
CaREDIE	California Reportable Disease Information Exchange
CDC	Centers for Disease Control and Prevention
CDPH	California Department of Public Health
CTCA	California Tuberculosis Controllers Association
DOPT	Directly observed preventive therapy
DOT	Directly observed therapy
EDN	Electronic Disease Notification
eDOT	Electronic directly observed therapy
FMB	Financial Management Branch

¹ CDPH TBCB. Program and Epidemiology Liaison Assignments. Can be found at: <https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/TBCB-Program-Liaison-Epi-Assignments.pdf>

Abbreviation	Expansion
FSIE	Food, shelter, incentives and enablers
FTE	Full-time equivalent
H&SC	Health and Safety Code
ICR	Indirect cost rate
LHJ	Local health jurisdiction
LTBI	Latent tuberculosis infection
MDR TB	Multidrug-resistant tuberculosis
NTCA	National Tuberculosis Controllers Association
PRUCOL	Permanent Residence Under Color of Law
RFA	Request for Application
RVCT	Report of Verified Case of Tuberculosis
SRO	Single room occupancy
TB	Tuberculosis
TBCB	Tuberculosis Control Branch

**Exhibit D
Special Terms and Conditions**

(For Subvention/Local Assistance Agreements)

The provisions herein apply to this Agreement unless the provisions are removed by reference, 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

<ol style="list-style-type: none"> 1. Procurement Rules 2. Equipment Ownership / Inventory / Disposition 3. Subcontract Requirements 4. Income Restrictions 5. Site Inspection 6. Intellectual Property Rights 7. Prior Approval of Training Seminars, Workshops or Conferences 8. Confidentiality of Information 9. Documents, Publications, and Written Reports 10. Dispute Resolution Process 	<ol style="list-style-type: none"> 11. Officials Not to Benefit 12. Prohibited Use of State Funds for Software 13. Contract Uniformity (Fringe Benefit Allowability) 14. Cancellation
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Exhibit D
Special Terms and Conditions

1. 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, 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 g of this provision. Paragraph c of this provision 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 g of this provision. Paragraph b of this provision 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.

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- (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 **exceeding \$2,500** 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 purchase that CDPH determines to be unnecessary in carrying out performance under this Agreement.
- f. The Contractor 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 at any time.
- g. For all purchases, the Contractor 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 for inspection or audit.

2. 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 this provision, the definitions in provision 1, 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

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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 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 to repair or replace, to CDPH's satisfaction, any damaged, lost or stolen state equipment and/or property. Contractor 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

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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 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 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 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 shall only use said vehicles for the performance under the terms of this Agreement.
- (3) The Contractor agree that all operators of motor vehicles, purchased/reimbursed 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 or furnished by CDPH under the terms of this Agreement, the Contractor, 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 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.
- (b) The Contractor 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 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 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

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than one (1) year.

- (e) The Contractor, 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.
 - [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 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 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.

3. 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 exceeding \$2,500 for any articles, supplies, equipment, or services. The Contractor shall obtain at least three competitive quotations which should be submitted or adequate justification provided for the absence of bidding.
- 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) exceeding \$2,500 are subject to the prior review and written approval of CDPH.

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- 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 and shall be the subcontractor's sole point of contact for all matters related to the performance and payment during the term of 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."

4. 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.

5. 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 services performed.

6. 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.

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- (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

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- (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., 2014, 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,

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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.

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- (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. Survival

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

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7. 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 in order to conduct routine business matters.

8. Confidentiality of Information

The Contractor and its employees, agents, or subcontractors shall:

- a. 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. Not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.
- c. Promptly transmit to the CDPH Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.
- d. 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 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.

9. 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.

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10. 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, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).
- c. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.
- d. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH 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 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.

11. 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.

Exhibit D
Special Terms and Conditions

12. Prohibited Use of State Funds for Software

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.

13. 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 section f (3)(a) below for an example.

Exhibit D
Special Terms and Conditions

- (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.

14. Cancellation

- A. This agreement may be cancelled by CDPH without cause upon 30 calendar days advance written notice to the Contractor.
- B. CDPH reserves the right to cancel or terminate this agreement immediately for cause. The Contractor may submit a written request to terminate this agreement only if CDPH substantially fails to perform its responsibilities as provided herein.
- C. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of this agreement.
- D. Agreement termination or cancellation shall be effective as of the date indicated in CDPH's notification to the Contractor. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. Upon receipt of a notice of termination or cancellation, the Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent agreement costs.

Exhibit D

Special Terms and Conditions

- F. In the event of early termination or cancellation, the Contractor 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

Exhibit E
Additional Provisions

1. Insurance Requirements**A. General Provisions Applying to All Policies**

- 1) Coverage Term – Coverage needs to be in force for the complete term of the Agreement. If insurance expires during the term of the Agreement, a new certificate and required endorsements must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must comply with the original Agreement terms.
- 2) Policy Cancellation or Termination and Notice of Non-Renewal – Contractor shall provide to the CDPH within five (5) business days following receipt by Contractor a copy of any cancellation or non-renewal of insurance required by this Contract. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the CDPH may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
- 3) Premiums, Assessments and Deductibles – Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.
- 4) Primary Clause – Any required insurance contained in this Agreement shall be primary and not excess or contributory to any other insurance carried by the CDPH.
- 5) Insurance Carrier Required Rating – All insurance companies must carry an AM Best rating of at least “A–” with a financial category rating of no lower than VI. If Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- 6) Endorsements – Any required endorsements requested by the CDPH must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- 7) Inadequate Insurance – Inadequate or lack of insurance does not negate Contractor’s obligations under the Agreement.
- 8) Use of Subcontractors - In the case of Contractor’s utilization of Subcontractors to complete the contracted scope of work, Contractor shall include all Subcontractors as insured under Contractor’s insurance or supply evidence of the Subcontractor’s insurance to the CDPH equal to policies, coverages, and limits required of Contractor.

B. Insurance Coverage Requirements

Contractor shall display evidence of certificate of insurance evidencing the following coverage:

- 1) Commercial General Liability – Contractor shall maintain general liability with limits not less than \$1,000,000 per occurrence for bodily injury and property damage combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent Contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to Contractor’s limit of liability. The policy shall be endorsed to include, “The State of California, its officers, agents, employees, and

Exhibit E
Additional Provisions

servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

- 2) Automobile Liability (when required) – Contractor shall maintain motor vehicle liability insurance with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. Should the scope of the Agreement involve transportation of hazardous materials, evidence of an MCS-90 endorsement is required. The policy shall be endorsed to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 3) Worker's Compensation and Employer's Liability (when required) – Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer's liability limits of \$1,000,000 are required. When work is performed on State owned or controlled property the policy shall contain a waiver of subrogation endorsement in favor of the State. This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 4) Professional Liability (when required) – Contractor shall maintain professional liability covering any damages caused by a negligent error; act or omission with limits not less than \$1,000,000 per occurrence and \$1,000,000 policy aggregate. The policy's retroactive date must be displayed on the certificate of insurance and must be before the date this Agreement was executed or before the beginning of Agreement work.
- 5) Environmental/Pollution Liability (when required) – Contractor shall maintain pollution liability for limits not less than \$1,000,000 per claim covering Contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site as well as transportation and proper disposal of hazardous materials. The policy shall be endorsed to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
- 6) Aircraft Liability (when required) - Contractor shall maintain aircraft liability with a limit not less than \$3,000,000. The policy shall be endorsed to include, "The State of California, its officers, agents, employees and servants as additional insured, but only insofar as the operations under this Agreement." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

Exhibit F
Federal Terms and Conditions

(For Federally Funded Subvention/Local Assistance Agreement)

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

This Exhibit contains provisions that require strict adherence to various contracting laws and shall be used for agreement funded in whole or in part by Federal Funds.

1. Federal Contract Funds
2. Federal Equal Employment Opportunity Requirements
3. Debarment and Suspension Certification
4. Covenant Against Contingent Fees
5. Lobbying Restrictions and Disclosure Certification
6. Additional Restrictions
7. Federal Requirements
8. Air and Water Pollution Requirements
9. Smoke-Free Workplace Certification
10. Use of Small, Minority Owned and Women's Businesses
11. Human Subjects Use Requirements
12. Financial and Compliance Audit Requirements
13. Audit and Record Retention

Exhibit F
Federal Terms and Conditions

1. Federal Contract 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.

2. Federal Equal Opportunity Requirements

- 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

Exhibit F
Federal Terms and Conditions

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.

3. Debarment and Suspension Certification

- a. By signing this Agreement, the Contractor 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.

Exhibit F
Federal Terms and Conditions

- (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 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.

4. Covenant Against Contingent Fees

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.

5. 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.

Exhibit F Federal Terms and Conditions

- (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.

6. Additional Restrictions

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

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

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

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

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

7. Federal Requirements

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

8. 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.

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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.

9. Smoke-Free Workplace Certification

(Applicable to agreements 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 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 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.

10. Use of Small, Minority Owned and Women's 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.

11. Human Subjects Use Requirements

(Applicable only to agreements that include any tests or examination of materials derived from the human body.)

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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.

12. Financial and Compliance Audit Requirements

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

- a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.
- b. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code section 38030).
- c. The Contractor, as indicated below, agrees to obtain one of the following audits:
 - (1) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives \$25,000 or more from any State agency under a direct service contract or agreement; the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
 - (2) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives less than \$25,000 per year from any State agency under a direct service contract or agreement, the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
 - (3) If the Contractor is a State or Local Government entity or Nonprofit organization (as defined in 2CFR Part 200) and expends \$750,000 or more in Federal awards, the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in 2CFR Part 200. An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:
 - (a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or
 - (b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.
 - (4) If the Contractor submits to CDPH a report of an audit other than a single audit, the Contractor must also submit a certification indicating the Contractor has not expended \$750,000 or more in federal funds for the year covered by the audit report.
- d. Two copies of the audit report shall be delivered to the CDPH program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the CDPH Program Contract Manager shall forward the audit report to CDPH's Audits and Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.

Exhibit F
Federal Terms and Conditions

- 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".

13. Audit and Record Retention

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

- a. The Contractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- b. The Contractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- c. Contractor agrees that CDPH, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896).
- d. The Contractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.

Exhibit F
Federal Terms and Conditions

- (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
 - (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- e. The Contractor shall comply with the above requirements and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code § 10115.10, if applicable.
 - f. The Contractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.
 - g. The Contractor shall, if applicable, comply with the Single Audit Act and the audit reporting requirements set forth in Title 2 of the Code of Federal Regulations, Part 200 (2CFR Part 200).

Exhibit F
Federal Terms and Conditions

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 subcontractor's, subcontracts, and contracts under 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 Fresno</p> <p><small>Name of Contractor</small></p> <p>_____</p> <p><small>Contract Number</small></p> <p>September 22, 2020</p> <p>_____</p> <p><small>Date</small></p>	<p>_____</p> <p>Ernest Buddy Mendes</p> <p><small>Printed Name of Person Signing for Contractor</small></p> <p></p> <p><small>Signature of Person Signing for Contractor</small></p> <p>Chairman of the Board of Supervisors of the County of Fresno</p> <p>_____</p> <p><small>Title</small></p>
--	---

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

California Department of Public Health

ATTEST:

BERNICE E. SEIDEL
Clerk of the Board of Supervisors
County of Fresno, State of California

By 
Deputy

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

**Exhibit F
Federal Terms and Conditions**

CERTIFICATION REGARDING LOBBYING

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

Approved by OMB
0348-0046

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

Exhibit F Federal Terms and Conditions

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.


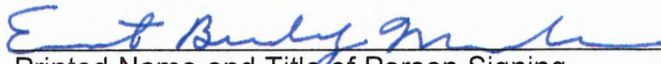
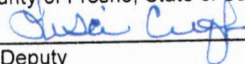
1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused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

Contractor Certification Clause CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)		Federal ID Number
County of Fresno		
By (Authorized Signature)		ATTEST:
		BERNICE E. SEIDEL Clerk of the Board of Supervisors County of Fresno, State of California
Printed Name and Title of Person Signing		By  Deputy
Ernest Buddy Mendes, Chairman of the Board of Supervisors of the County of Fresno		
Date Executed	Executed in the County of	
September 22, 2020	Fresno	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:
 - a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
 - b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
 - c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

Darfur Contracting Act

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

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

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

OR

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

OR

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

CERTIFICATION

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

Company Name (Printed) County of Fresno	Federal ID Number
By (Authorized Signature) 	
Printed Name and Title of Person Signing Ernest Buddy Mendes, Chairman of the Board of Supervisors of the County of Fresno	
Date Executed <u>September 20, 2020</u>	Executed in the County and State of Fresno

ATTEST:
BERNICE E. SEIDEL
Clerk of the Board of Supervisors
County of Fresno, State of California
By:
Deputy

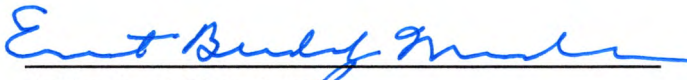
Certification of Established Electronic Directly Observed Therapy (eDOT) Policy and Procedures

Jurisdiction: County of Fresno

Local Assistance Subvention Award

The Contactor named above hereby certifies that a policy and procedures document has been established for the use of electronic directly observed therapy (eDOT) that includes the minimum requirements listed in the California Department of Public Health-California Tuberculosis Controllers Association joint guidelines, "Guidelines for Electronic Directly Observed Therapy (eDOT) Program Protocols in California 2016."

Please sign and return this form with your funding request for equipment and services for use with eDOT. Local assistance award funds cannot be used to purchase cell phones or computers for use by patients.


Authorized Signature

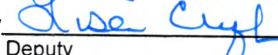
September 22, 2020
Date

Ernest Buddy Mendes
Print Name

Print Name

ATTEST:

BERNICE E. SEIDEL
Clerk of the Board of Supervisors
County of Fresno, State of California

By 
Deputy

Chairman of the Board of Supervisors of the County of Fresno

Title

Guidelines for eDOT Program Protocols in California 2016 can be found on the CTCA website at: https://ctca.org/wp-content/uploads/2018/11/CDPH_CTCA-eDOT-Guidelines-Cleared-081116.pdf

California Department of Public Health

Name/No.: Tuberculosis Control Branch Base Award and Food, Shelter, Incentives and Enablers (FSIE) Allotment (No. 2010BASE00; No. 2010FSIE00)

Fund/Subclass: 0001/10000
Organization #: 56201658
Revenue Account #: 3525 & 4280