

ACCEPTANCE OF ALLOCATION AGREEMENT
For Quarter 3 and 4 of
FISCAL YEAR 2021-2022

County of San Benito

Agreement Number: CTCP-21-35

Agreement Amount: \$150,000.00

Proposition 56: \$75,000.00

Proposition 99: \$75,000.00

FUNDING PERIOD: JANUARY 1, 2022 THROUGH JUNE 30, 2022

I certify this Tobacco Control Program will comply with all applicable policies, procedures, and legal requirements as described in the Comprehensive Tobacco Control Plan Guidelines including: the Allocation Agreement Terms; Local Lead Agency Administrative and Policy Manual; and, any statutes, program letters, and other conditions stipulated by the California Tobacco Control Program.

Authorized Signature

Date

Tracey Belton, HHSA Director

Printed Name and Title

Approved as to Legal Form
San Benito County Counsel



Deputy County Counsel

**California Tobacco Control Program
Local Lead Agency Allocation Table
for Proposition 99 and Proposition 56 Funds
FY 2021/22 (01/22-06/22) - FY 2024/25**

FY 21/22 (January - June 2022)

LLA	Agreement	FY 21/22 Prop 99 Jan-Jun '22 Est @ GB Jan 2021	FY 21/22 Prop 56 Jan-Jun '22 Estimate @GB Jan 2021	FY 21/22 TOTAL Prop 99+56 @ GB Jan 2021
Alameda	CTCP-21-01	\$75,000	\$482,213	\$557,213
Berkeley	CTCP-21-01A	\$75,000	\$75,000	\$150,000
Alpine	CTCP-21-02	\$75,000	\$75,000	\$150,000
Amador	CTCP-21-03	\$75,000	\$75,000	\$150,000
Butte	CTCP-21-04	\$75,000	\$89,639	\$164,639
Calaveras	CTCP-21-05	\$75,000	\$75,000	\$150,000
Colusa	CTCP-21-06	\$75,000	\$75,000	\$150,000
Contra Costa	CTCP-21-07	\$75,000	\$211,855	\$286,855
Del Norte	CTCP-21-08	\$75,000	\$75,000	\$150,000
El Dorado	CTCP-21-09	\$75,000	\$75,000	\$150,000
Fresno	CTCP-21-10	\$75,000	\$315,515	\$390,515
Glenn	CTCP-21-11	\$75,000	\$75,000	\$150,000
Humboldt	CTCP-21-12	\$75,000	\$75,000	\$150,000
Imperial	CTCP-21-13	\$75,000	\$75,000	\$150,000
Inyo	CTCP-21-14	\$75,000	\$75,000	\$150,000
Kern	CTCP-21-15	\$75,000	\$200,706	\$275,706
Kings	CTCP-21-16	\$75,000	\$75,000	\$150,000
Lake	CTCP-21-17	\$75,000	\$75,000	\$150,000
Lassen	CTCP-21-18	\$75,000	\$75,000	\$150,000
Los Angeles	CTCP-21-19	\$75,000	\$4,818,243	\$4,893,243
Pasadena	CTCP-21-19B	\$75,000	\$78,655	\$153,655
Long Beach	CTCP-21-19A	\$75,000	\$249,768	\$324,768
Madera	CTCP-21-20	\$75,000	\$75,000	\$150,000
Marin	CTCP-21-21	\$75,000	\$117,641	\$192,641
Mariposa	CTCP-21-22	\$75,000	\$75,000	\$150,000
Mendocino	CTCP-21-23	\$75,000	\$75,000	\$150,000
Merced (CHC)	CTCP-21-24	\$75,000	\$85,109	\$160,109
Modoc	CTCP-21-25	\$75,000	\$75,000	\$150,000
Mono	CTCP-21-26	\$75,000	\$75,000	\$150,000
Monterey	CTCP-21-27	\$75,000	\$151,995	\$226,995
Napa	CTCP-21-28	\$75,000	\$75,000	\$150,000
Nevada	CTCP-21-29	\$75,000	\$75,000	\$150,000
Orange	CTCP-21-30	\$75,000	\$603,679	\$678,679
Placer	CTCP-21-31	\$75,000	\$75,000	\$150,000
Plumas	CTCP-21-32	\$75,000	\$75,000	\$150,000
Riverside	CTCP-21-33	\$75,000	\$373,943	\$448,943
Sacramento	CTCP-21-34	\$75,000	\$386,795	\$461,795
San Benito	CTCP-21-35	\$75,000	\$75,000	\$150,000
San Bernardino (CHC)	TBD (prev. 18-10380)	\$75,000	\$446,127	\$521,127
San Diego	CTCP-21-37	\$75,000	\$704,590	\$779,590
San Francisco	CTCP-21-38	\$75,000	\$633,239	\$708,239
San Joaquin	CTCP-21-39	\$75,000	\$204,583	\$279,583
San Luis Obispo	CTCP-21-40	\$75,000	\$95,119	\$170,119
San Mateo	CTCP-21-41	\$75,000	\$171,321	\$246,321
Santa Barbara	CTCP-21-42	\$75,000	\$93,027	\$168,027
Santa Clara	CTCP-21-43	\$75,000	\$616,227	\$691,227
Santa Cruz	CTCP-21-44	\$75,000	\$90,572	\$165,572
Shasta	CTCP-21-45	\$75,000	\$75,000	\$150,000
Sierra	CTCP-21-46	\$75,000	\$75,000	\$150,000
Siskiyou	CTCP-21-47	\$75,000	\$75,000	\$150,000
Solano	CTCP-21-48	\$75,000	\$162,891	\$237,891
Sonoma	CTCP-21-49	\$75,000	\$188,509	\$263,509
Stanislaus	CTCP-21-50	\$75,000	\$150,303	\$225,303
Sutter	CTCP-21-51	\$75,000	\$75,000	\$150,000
Tehama	CTCP-21-52	\$75,000	\$75,000	\$150,000
Trinity	CTCP-21-53	\$75,000	\$75,000	\$150,000
Tulare	CTCP-21-54	\$75,000	\$161,758	\$236,758
Tuolumne	CTCP-21-55	\$75,000	\$75,000	\$150,000
Ventura	CTCP-21-56	\$75,000	\$181,778	\$256,778
Yolo	CTCP-21-57	\$75,000	\$75,000	\$150,000
Yuba	CTCP-21-58	\$75,000	\$75,000	\$150,000
		\$4,575,000	\$14,540,800	\$19,115,800

**California Tobacco Control Program
Local Lead Agency Allocation Table
for Proposition 99 and Proposition 56 Funds
FY 2021/22 (01/22-06/22) - FY 2024/25**

FY 22/23

LLA	Agreement	FY 22/23 Prop 99 (Estimate)	FY 22/23 Prop 56 (Estimate)	FY 22/23 TOTAL Prop 99+56
Alameda	CTCP-21-01	\$150,000	\$762,134	\$912,134
Berkeley	CTCP-21-01A	\$150,000	\$150,000	\$300,000
Alpine	CTCP-21-02	\$150,000	\$150,000	\$300,000
Amador	CTCP-21-03	\$150,000	\$150,000	\$300,000
Butte	CTCP-21-04	\$150,000	\$152,390	\$302,390
Calaveras	CTCP-21-05	\$150,000	\$150,000	\$300,000
Colusa	CTCP-21-06	\$150,000	\$150,000	\$300,000
Contra Costa	CTCP-21-07	\$150,000	\$346,798	\$496,798
Del Norte	CTCP-21-08	\$150,000	\$150,000	\$300,000
El Dorado	CTCP-21-09	\$150,000	\$150,000	\$300,000
Fresno	CTCP-21-10	\$150,000	\$516,485	\$666,485
Glenn	CTCP-21-11	\$150,000	\$150,000	\$300,000
Humboldt	CTCP-21-12	\$150,000	\$150,000	\$300,000
Imperial	CTCP-21-13	\$150,000	\$150,000	\$300,000
Inyo	CTCP-21-14	\$150,000	\$150,000	\$300,000
Kern	CTCP-21-15	\$150,000	\$328,547	\$478,547
Kings	CTCP-21-16	\$150,000	\$150,000	\$300,000
Lake	CTCP-21-17	\$150,000	\$150,000	\$300,000
Lassen	CTCP-21-18	\$150,000	\$150,000	\$300,000
Los Angeles	CTCP-21-19	\$1,343,320	\$7,866,013	\$8,016,013
Pasadena	CTCP-21-19B	\$150,000	\$150,000	\$300,000
Long Beach	CTCP-21-19A	\$150,000	\$408,860	\$558,860
Madera	CTCP-21-20	\$150,000	\$150,000	\$300,000
Marin	CTCP-21-21	\$150,000	\$199,995	\$349,995
Mariposa	CTCP-21-22	\$150,000	\$150,000	\$300,000
Mendocino	CTCP-21-23	\$150,000	\$150,000	\$300,000
Merced (CHC)	CTCP 21-24	\$150,000	\$150,000	\$300,000
Modoc	CTCP-21-25	\$150,000	\$150,000	\$300,000
Mono	CTCP-21-26	\$150,000	\$150,000	\$300,000
Monterey	CTCP-21-27	\$150,000	\$248,809	\$398,809
Napa	CTCP-21-28	\$150,000	\$150,000	\$300,000
Nevada	CTCP-21-29	\$150,000	\$150,000	\$300,000
Orange	CTCP-21-30	\$192,754	\$988,198	\$1,138,198
Placer	CTCP-21-31	\$150,000	\$150,000	\$300,000
Plumas	CTCP-21-32	\$150,000	\$150,000	\$300,000
Riverside	CTCP-21-33	\$150,000	\$612,128	\$762,128
Sacramento	CTCP-21-34	\$150,000	\$633,168	\$783,168
San Benito	CTCP-21-35	\$150,000	\$150,000	\$300,000
San Bernardino (CHC)	TBD (prev. 18-10380)	\$150,000	\$730,291	\$880,291
San Diego	CTCP-21-37	\$224,974	\$1,153,384	\$1,303,384
San Francisco	CTCP-21-38	\$202,192	\$1,036,586	\$1,186,586
San Joaquin	CTCP-21-39	\$150,000	\$334,893	\$484,893
San Luis Obispo	CTCP-21-40	\$150,000	\$155,705	\$305,705
San Mateo	CTCP-21-41	\$150,000	\$280,446	\$430,446
Santa Barbara	CTCP-21-42	\$150,000	\$150,000	\$300,000
Santa Clara	CTCP-21-43	\$196,760	\$1,008,738	\$1,158,738
Santa Cruz	CTCP-21-44	\$150,000	\$150,000	\$300,000
Shasta	CTCP-21-45	\$150,000	\$150,000	\$300,000
Sierra	CTCP-21-46	\$150,000	\$150,000	\$300,000
Siskiyou	CTCP-21-47	\$150,000	\$150,000	\$300,000
Solano	CTCP-21-48	\$150,000	\$276,923	\$426,923
Sonoma	CTCP-21-49	\$150,000	\$320,475	\$470,475
Stanislaus	CTCP-21-50	\$150,000	\$246,040	\$396,040
Sutter	CTCP-21-51	\$150,000	\$150,000	\$300,000
Tehama	CTCP-21-52	\$150,000	\$150,000	\$300,000
Trinity	CTCP-21-53	\$150,000	\$150,000	\$300,000
Tulare	CTCP-21-54	\$150,000	\$264,791	\$414,791
Tuolumne	CTCP-21-55	\$150,000	\$150,000	\$300,000
Ventura	CTCP-21-56	\$150,000	\$297,563	\$447,563
Yolo	CTCP-21-57	\$150,000	\$150,000	\$300,000
Yuba	CTCP-21-58	\$150,000	\$150,000	\$300,000
		\$10,560,000	\$24,719,360	\$33,869,360

**California Tobacco Control Program
Local Lead Agency Allocation Table
for Proposition 99 and Proposition 56 Funds
FY 2021/22 (01/22-06/22) - FY 2024/25**

FY 23/24

LLA	Agreement	FY 23/24 Prop 99 (Estimate)	FY 23/24 Prop 56 (Estimate)	FY 23/24 TOTAL Prop 99+56
Alameda	CTCP-21-01	\$150,000	\$584,302	\$734,302
Berkeley	CTCP-21-01A	\$150,000	\$150,000	\$300,000
Alpine	CTCP-21-02	\$150,000	\$150,000	\$300,000
Amador	CTCP-21-03	\$150,000	\$150,000	\$300,000
Butte	CTCP-21-04	\$150,000	\$150,000	\$300,000
Calaveras	CTCP-21-05	\$150,000	\$150,000	\$300,000
Colusa	CTCP-21-06	\$150,000	\$150,000	\$300,000
Contra Costa	CTCP-21-07	\$150,000	\$279,186	\$429,186
Del Norte	CTCP-21-08	\$150,000	\$150,000	\$300,000
El Dorado	CTCP-21-09	\$150,000	\$150,000	\$300,000
Fresno	CTCP-21-10	\$150,000	\$415,790	\$565,790
Glenn	CTCP-21-11	\$150,000	\$150,000	\$300,000
Humboldt	CTCP-21-12	\$150,000	\$150,000	\$300,000
Imperial	CTCP-21-13	\$150,000	\$150,000	\$300,000
Inyo	CTCP-21-14	\$150,000	\$150,000	\$300,000
Kern	CTCP-21-15	\$150,000	\$264,492	\$414,492
Kings	CTCP-21-16	\$150,000	\$150,000	\$300,000
Lake	CTCP-21-17	\$150,000	\$150,000	\$300,000
Lassen	CTCP-21-18	\$150,000	\$150,000	\$300,000
Los Angeles	CTCP-21-19	\$150,000	\$6,303,191	\$6,453,191
Pasadena	CTCP-21-19B	\$150,000	\$150,000	\$300,000
Long Beach	CTCP-21-19A	\$150,000	\$329,148	\$479,148
Madera	CTCP-21-20	\$150,000	\$150,000	\$300,000
Marin	CTCP-21-21	\$150,000	\$170,012	\$320,012
Mariposa	CTCP-21-22	\$150,000	\$150,000	\$300,000
Mendocino	CTCP-21-23	\$150,000	\$150,000	\$300,000
Merced (CHC)	CTCP 21-24	\$150,000	\$150,000	\$300,000
Modoc	CTCP-21-25	\$150,000	\$150,000	\$300,000
Mono	CTCP-21-26	\$150,000	\$150,000	\$300,000
Monterey	CTCP-21-27	\$150,000	\$200,301	\$350,301
Napa	CTCP-21-28	\$150,000	\$150,000	\$300,000
Nevada	CTCP-21-29	\$150,000	\$150,000	\$300,000
Orange	CTCP-21-30	\$150,000	\$795,536	\$945,536
Placer	CTCP-21-31	\$150,000	\$150,000	\$300,000
Plumas	CTCP-21-32	\$150,000	\$150,000	\$300,000
Riverside	CTCP-21-33	\$150,000	\$492,786	\$642,786
Sacramento	CTCP-21-34	\$150,000	\$509,724	\$659,724
San Benito	CTCP-21-35	\$150,000	\$150,000	\$300,000
San Bernardino (CHC)	TBD (prev. 18-10380)	\$150,000	\$587,912	\$737,912
San Diego	CTCP-21-37	\$150,000	\$928,518	\$1,078,518
San Francisco	CTCP-21-38	\$150,000	\$834,491	\$984,491
San Joaquin	CTCP-21-39	\$150,000	\$269,602	\$419,602
San Luis Obispo	CTCP-21-40	\$150,000	\$150,000	\$300,000
San Mateo	CTCP-21-41	\$150,000	\$225,770	\$375,770
Santa Barbara	CTCP-21-42	\$150,000	\$150,000	\$300,000
Santa Clara	CTCP-21-43	\$150,000	\$812,072	\$962,072
Santa Cruz	CTCP-21-44	\$150,000	\$150,000	\$300,000
Shasta	CTCP-21-45	\$150,000	\$150,000	\$300,000
Sierra	CTCP-21-46	\$150,000	\$150,000	\$300,000
Siskiyou	CTCP-21-47	\$150,000	\$150,000	\$300,000
Solano	CTCP-21-48	\$150,000	\$235,406	\$385,406
Sonoma	CTCP-21-49	\$150,000	\$272,429	\$422,429
Stanislaus	CTCP-21-50	\$150,000	\$198,071	\$348,071
Sutter	CTCP-21-51	\$150,000	\$150,000	\$300,000
Tehama	CTCP-21-52	\$150,000	\$150,000	\$300,000
Trinity	CTCP-21-53	\$150,000	\$150,000	\$300,000
Tulare	CTCP-21-54	\$150,000	\$213,167	\$363,167
Tuolumne	CTCP-21-55	\$150,000	\$150,000	\$300,000
Ventura	CTCP-21-56	\$150,000	\$239,550	\$389,550
Yolo	CTCP-21-57	\$150,000	\$150,000	\$300,000
Yuba	CTCP-21-58	\$150,000	\$150,000	\$300,000
		\$9,150,000	\$21,011,456	\$30,161,456

**California Tobacco Control Program
Local Lead Agency Allocation Table
for Proposition 99 and Proposition 56 Funds
FY 2021/22 (01/22-06/22) - FY 2024/25**

FY 24/25

LLA	Agreement	FY 24/25 Prop 99 (Estimate)	FY 24/25 Prop 56 (Estimate)	FY 24/25 TOTAL Prop 99+56
Alameda	CTCP-21-01	\$150,000	\$432,535	\$582,535
Berkeley	CTCP-21-01A	\$150,000	\$150,000	\$300,000
Alpine	CTCP-21-02	\$150,000	\$150,000	\$300,000
Amador	CTCP-21-03	\$150,000	\$150,000	\$300,000
Butte	CTCP-21-04	\$150,000	\$150,000	\$300,000
Calaveras	CTCP-21-05	\$150,000	\$150,000	\$300,000
Colusa	CTCP-21-06	\$150,000	\$150,000	\$300,000
Contra Costa	CTCP-21-07	\$150,000	\$221,483	\$371,483
Del Norte	CTCP-21-08	\$150,000	\$150,000	\$300,000
El Dorado	CTCP-21-09	\$150,000	\$150,000	\$300,000
Fresno	CTCP-21-10	\$150,000	\$329,854	\$479,854
Glenn	CTCP-21-11	\$150,000	\$150,000	\$300,000
Humboldt	CTCP-21-12	\$150,000	\$150,000	\$300,000
Imperial	CTCP-21-13	\$150,000	\$150,000	\$300,000
Inyo	CTCP-21-14	\$150,000	\$150,000	\$300,000
Kern	CTCP-21-15	\$150,000	\$209,827	\$359,827
Kings	CTCP-21-16	\$150,000	\$150,000	\$300,000
Lake	CTCP-21-17	\$150,000	\$150,000	\$300,000
Lassen	CTCP-21-18	\$150,000	\$150,000	\$300,000
Los Angeles	CTCP-21-19	\$150,000	\$4,969,439	\$5,119,439
Pasadena	CTCP-21-19B	\$150,000	\$150,000	\$300,000
Long Beach	CTCP-21-19A	\$150,000	\$261,119	\$411,119
Madera	CTCP-21-20	\$150,000	\$150,000	\$300,000
Marin	CTCP-21-21	\$150,000	\$150,000	\$300,000
Mariposa	CTCP-21-22	\$150,000	\$150,000	\$300,000
Mendocino	CTCP-21-23	\$150,000	\$150,000	\$300,000
Merced (CHC)	CTCP 21-24	\$150,000	\$150,000	\$300,000
Modoc	CTCP-21-25	\$150,000	\$150,000	\$300,000
Mono	CTCP-21-26	\$150,000	\$150,000	\$300,000
Monterey	CTCP-21-27	\$150,000	\$158,902	\$308,902
Napa	CTCP-21-28	\$150,000	\$150,000	\$300,000
Nevada	CTCP-21-29	\$150,000	\$150,000	\$300,000
Orange	CTCP-21-30	\$150,000	\$631,113	\$781,113
Placer	CTCP-21-31	\$150,000	\$150,000	\$300,000
Plumas	CTCP-21-32	\$150,000	\$150,000	\$300,000
Riverside	CTCP-21-33	\$150,000	\$390,936	\$540,936
Sacramento	CTCP-21-34	\$150,000	\$404,373	\$554,373
San Benito	CTCP-21-35	\$150,000	\$150,000	\$300,000
San Bernardino (CHC)	TBD (prev. 18-10380)	\$150,000	\$466,401	\$616,401
San Diego	CTCP-21-37	\$150,000	\$736,610	\$886,610
San Francisco	CTCP-21-38	\$150,000	\$662,017	\$812,017
San Joaquin	CTCP-21-39	\$150,000	\$213,880	\$363,880
San Luis Obispo	CTCP-21-40	\$150,000	\$150,000	\$300,000
San Mateo	CTCP-21-41	\$150,000	\$179,107	\$329,107
Santa Barbara	CTCP-21-42	\$150,000	\$150,000	\$300,000
Santa Clara	CTCP-21-43	\$150,000	\$644,231	\$794,231
Santa Cruz	CTCP-21-44	\$150,000	\$150,000	\$300,000
Shasta	CTCP-21-45	\$150,000	\$150,000	\$300,000
Sierra	CTCP-21-46	\$150,000	\$150,000	\$300,000
Siskiyou	CTCP-21-47	\$150,000	\$150,000	\$300,000
Solano	CTCP-21-48	\$150,000	\$200,081	\$350,081
Sonoma	CTCP-21-49	\$150,000	\$231,548	\$381,548
Stanislaus	CTCP-21-50	\$150,000	\$157,134	\$307,134
Sutter	CTCP-21-51	\$150,000	\$150,000	\$300,000
Tehama	CTCP-21-52	\$150,000	\$150,000	\$300,000
Trinity	CTCP-21-53	\$150,000	\$150,000	\$300,000
Tulare	CTCP-21-54	\$150,000	\$169,109	\$319,109
Tuolumne	CTCP-21-55	\$150,000	\$150,000	\$300,000
Ventura	CTCP-21-56	\$150,000	\$190,039	\$340,039
Yolo	CTCP-21-57	\$150,000	\$150,000	\$300,000
Yuba	CTCP-21-58	\$150,000	\$150,000	\$300,000
		\$9,150,000	\$17,859,738	\$27,009,738

**California Tobacco Control Program
Local Lead Agency Allocation Table
for Proposition 99 and Proposition 56 Funds
FY 2021/22 (01/22-06/22) - FY 2024/25**

TOTAL

LLA	Agreement	FY 2021/22 (01/22-06/22) - FY 24/25 PROP 99 + PROP 56 TOTALS
Alameda	CTCP-21-01	\$2,786,184
Berkeley	CTCP-21-01A	\$1,050,000
Alpine	CTCP-21-02	\$1,050,000
Amador	CTCP-21-03	\$1,050,000
Butte	CTCP-21-04	\$1,067,029
Calaveras	CTCP-21-05	\$1,050,000
Colusa	CTCP-21-06	\$1,050,000
Contra Costa	CTCP-21-07	\$1,584,322
Del Norte	CTCP-21-08	\$1,050,000
El Dorado	CTCP-21-09	\$1,050,000
Fresno	CTCP-21-10	\$2,102,644
Glenn	CTCP-21-11	\$1,050,000
Humbolt	CTCP-21-12	\$1,050,000
Imperial	CTCP-21-13	\$1,050,000
Inyo	CTCP-21-14	\$1,050,000
Kern	CTCP-21-15	\$1,528,572
Kings	CTCP-21-16	\$1,050,000
Lake	CTCP-21-17	\$1,050,000
Lassen	CTCP-21-18	\$1,050,000
Los Angeles	CTCP-21-19	\$24,481,886
Pasadena	CTCP-21-19B	\$1,053,655
Long Beach	CTCP-21-19A	\$1,773,895
Madera	CTCP-21-20	\$1,050,000
Marin	CTCP-21-21	\$1,162,648
Mariposa	CTCP-21-22	\$1,050,000
Mendocino	CTCP-21-23	\$1,050,000
Merced (CHC)	CTCP 21-24	\$1,060,109
Modoc	CTCP-21-25	\$1,050,000
Mono	CTCP-21-26	\$1,050,000
Monterey	CTCP-21-27	\$1,285,007
Napa	CTCP-21-28	\$1,050,000
Nevada	CTCP-21-29	\$1,050,000
Orange	CTCP-21-30	\$3,543,526
Placer	CTCP-21-31	\$1,050,000
Plumas	CTCP-21-32	\$1,050,000
Riverside	CTCP-21-33	\$2,394,793
Sacramento	CTCP-21-34	\$2,459,060
San Benito	CTCP-21-35	\$1,050,000
San Bernardino (CHC)	TBD (prev. 18-10380)	\$2,755,731
San Diego	CTCP-21-37	\$4,048,102
San Francisco	CTCP-21-38	\$3,691,333
San Joaquin	CTCP-21-39	\$1,547,958
San Luis Obispo	CTCP-21-40	\$1,075,824
San Mateo	CTCP-21-41	\$1,381,644
Santa Barbara	CTCP-21-42	\$1,068,027
Santa Clara	CTCP-21-43	\$3,606,268
Santa Cruz	CTCP-21-44	\$1,065,572
Shasta	CTCP-21-45	\$1,050,000
Sierra	CTCP-21-46	\$1,050,000
Siskiyou	CTCP-21-47	\$1,050,000
Solano	CTCP-21-48	\$1,400,301
Sonoma	CTCP-21-49	\$1,537,961
Stanislaus	CTCP-21-50	\$1,276,548
Sutter	CTCP-21-51	\$1,050,000
Tehama	CTCP-21-52	\$1,050,000
Trinity	CTCP-21-53	\$1,050,000
Tulare	CTCP-21-54	\$1,333,825
Tuolumne	CTCP-21-55	\$1,050,000
Ventura	CTCP-21-56	\$1,433,930
Yolo	CTCP-21-57	\$1,050,000
Yuba	CTCP-21-58	\$1,050,000
		\$110,156,354

Exhibit A
Scope of Work

1. Service Overview

- A. The Local Lead Agency (LLA) shall provide tobacco education services and deliverables in accordance with its Comprehensive Tobacco Control Plan (Plan), including any revisions submitted to and approved by the California Department of Public Health (CDPH), California Tobacco Control Program (CTCP) pursuant to Health and Safety Code Sections 104375, 104380, 104400, 104405 through 104415, Proposition (Prop) 56, the California Healthcare Research and Prevention Tobacco Tax Act of 2016, and the Plan shall be submitted in accordance to the form and format determined by the CDPH. The LLA agrees to expend funds received through this Agreement in accordance with the approved budget and budget justification contained in the approved Plan. The LLA also agrees that the allocation of funds pursuant to this Agreement is contingent upon the CDPH approval of the Plan and any revisions thereto. No funds shall be allocated under Provision 4.A. of Exhibit B, in any given fiscal year unless a revised Plan has been approved by the CDPH for that fiscal year.
- B. Revisions to the Plan must be approved by the CDPH. The CDPH shall notify the LLA in writing of the effective date of such approvals.
- C. The CDPH shall work with the LLA to ensure that the Plan is being performed pursuant to this Agreement, and reserves the right to approve and adjust specific tasks to be performed within the Plan to be performed by the LLA. These changes shall be accomplished by written notification to the LLA.

2. Communications/Project Director

A. Communications

The LLA shall submit prospective payment invoices, progress reports, cost reports, and other communication via the Online Tobacco Information System (OTIS) Communication Log.

B. Project Director

The LLA shall designate a Project Director, subject to approval by the CDPH. The Project Director is responsible for assuring that the terms and conditions of the Agreement are met. The LLA shall notify the CDPH in a form and format prescribed by the CDPH within five (5) days of a change in the Project Director.

3. Reporting Requirements

- A. The LLA shall submit progress reports in a form and format prescribed by CDPH no later than the due dates specified in Paragraph B below. Facsimile reports are not acceptable. Failure to submit timely and acceptable reports is cause for LLA's prospective payment invoices to be delayed or disallowed.

Exhibit A
Scope of Work

- B. The LLA shall submit Progress Reports to CDPH which describe accomplishments during the report period, as specified in this Agreement and in accordance with the following schedule:

	FROM	THROUGH	DUE
Progress Reporting			
1. First Report	01/01/22	06/30/22	08/01/22
2. Second Report	07/01/22	12/31/22	01/31/23
3. Third Report	01/01/23	06/30/23	07/31/23
4. Fourth Report	07/01/23	12/31/23	01/31/24
5. Fifth Report	01/01/24	06/30/24	07/31/24
6. Sixth Report	07/01/24	12/31/24	01/31/25
7. Seventh Report	01/01/25	06/30/25	06/30/25

- C. The LLA shall complete the CDPH standardized Progress Reports, State evaluation instruments, needs assessment instruments, and other evaluation requirements in accordance with a form and format prescribed by CDPH with progress reports being submitted as referenced in 3.B. and the additional reports submitted, as prescribed by CDPH with any respective progress report.
- D. The LLA shall comply with the LLA Administrative and Policy Manual, and all CDPH-issued program and policy letters which may be issued during the term of the Agreement provided that the CDPH shall only make changes or impose additional requirements which will not result in additional cost to the LLA.
- E. The LLA shall coordinate with CDPH or its designee to maximize the tobacco education media/communication efforts.

4. Project Monitoring

- A. The CDPH and all authorized State control agencies shall have access to all internal and external reports, records, and documents used by the LLA in the operation and administration of this Agreement.
- B. The LLA shall cooperate, and require its subcontractors to cooperate, with the CDPH or its designee, by participating in meetings and/or site visits as the CDPH may deem necessary to monitor LLA compliance with the Agreement.

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing, Payment and Cost Reports

- A. California Department of Public Health (CDPH) shall make quarterly prospective payments to the Local Lead Agency (LLA) from January 1, 2022 through June 30, 2025 to provide services and deliverables as indicated in the approved Comprehensive Tobacco Control Plan (Plan). CDPH will provide the quarterly prospective payment invoice form to the LLA. The LLA is to sign the prospective payment invoice(s) and submit to the address indicated in paragraph 1.D.
- B. Quarterly prospective payments shall be contingent upon CDPH's receipt and approval of progress and/or cost reports. If CDPH determines that all or a portion of the allocated funds have been expended inappropriately during the period covered by the progress and/or cost report, in accordance with the services identified in the LLA's approved Plan, CDPH may offset the value of the inappropriate expenditures against current and/or future quarterly prospective payments. The LLA agrees that such deductions to sums due to the LLA are offsets and no further amount shall be due to the LLA.
- C. The LLA shall be reimbursed up to the amount budgeted in each line item and as justified by cost reports. CDPH, at its option, may return disputed costs reports to the LLA for correction and resubmission or CDPH may disallow expenses claimed which are not in accordance with the approved Plan and budget or which cannot be verified as project expenses by the LLA.
- CDPH contact for Invoicing and Payment Provisions is:
- Prospective Payment invoices shall be submitted electronically via the OTIS Communication Log. Attach the signed (PDF) file(s) to the corresponding "Prospective Payment Invoice" message sent by your Procurement Manager.
- D. The LLA shall submit semi-annual cost reports. The cost reports shall specify actual expenditures for tobacco education services provided by the LLA. The LLA shall submit cost reports in a form and format prescribed by CDPH in accordance with the following schedule:

	FROM	THROUGH	DUE DATE
Cost Reports			
a. First Report	01/01/22	06/30/22	08/31/22
b. Second Report	07/01/22	12/31/22	02/28/23
c. Third Report	01/01/23	06/30/23	08/31/23
d. Fourth Report	07/01/23	12/31/23	02/29/24
e. Fifth Report	01/01/24	06/30/24	09/02/24
f. Sixth Report	07/01/24	12/31/24	02/28/25
g. Seventh Report	01/01/25	06/30/25	09/01/25

Exhibit B
Budget Detail and Payment Provisions

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to LLA or to furnish any other considerations under this Agreement and LLA shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer a revision to LLA to reflect the reduced amount.
- C. If statutory authority for programs funded under Health and Safety Code Section 104350 and 104375 expires, Prop 56, the California Healthcare, Research and Prevention Tobacco Tax ACT of 2016 expires, or this Agreement is terminated, the unexpended Agreement funds and accumulated interest pursuant to provision 8 of this exhibit shall be identified in a manner prescribed by CDPH and returned to CDPH within sixty (60) days of the expiration date to the address specified in Exhibit A, Paragraph 2.A. The words "Unexpended Tobacco Control Program Funds from Proposition 99" and "Unexpended Tobacco Control Program Funds from Proposition 56" and the Agreement number shall be written on the face of the checks or warrants that the LLA has issued to return unexpended funds.

3. Prompt Payment Clause

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

4. Amounts Payable

- A. The maximum amount to be allocated under this Agreement is reflected in the California Tobacco Control Program, Local Lead Agency Allocation Table for Proposition 99 and Proposition 56 Funds FY 2021/22 - FY 2024/25.
- B. Funds allocated from each fiscal year may be expended or encumbered without regard to fiscal year pursuant to each year's budget authority.
- C. Any requirement of performance by the CDPH and the LLA for the period subsequent to January 1, 2022 will be dependent upon the availability of future appropriations.

Exhibit B
Budget Detail and Payment Provisions

5. Recovery of Overpayments

- A. LLA agrees that claims based upon the terms of this Agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by the State by one of the following options:
 - 1) LLA's remittance to the State of the full amount of the audit exception within 30 days following the State's request for repayment;
 - 2) A repayment schedule which is agreeable to both the State and the LLA.
- B. The State reserves the right to select which option as indicated above in paragraph A will be employed and the LLA will be notified by the State in writing of the claim procedure to be utilized.
- C. 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 LLA, beginning 30 days after LLA's receipt of the State's demand for repayment.
- D. If the LLA 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 LLA loses the final administrative appeal, LLA shall repay, to the State, the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the LLA's first receipt of State's notice requesting reimbursement of questioned audit costs or disallowed expenses.

6. Advance Payment

Per Health and Safety Code 104380 (a) and 104375 funds appropriated to the LLA shall be allocated prospectively.

7. Trust Account and Expenditure Provisions

- A. The LLA annual allocations from Prop 99 and Prop 56 shall be deposited into separate interest-bearing, insured trust accounts in accordance with the LLA Administrative and Policy Manual.
- B. Any interest earned on the allocation funds from the Tobacco Control Program funds shall be retained in the LLA's Tobacco Control Program trust accounts and shall be spent only to accomplish the goals and objectives outlined and identified in the approved Plan. The LLA shall not divert these funds to cover costs or expenses not specifically included in the Plan.

8. Interest Earned

- A. In accordance with the LLA Administrative and Policy Manual, interest accruing from prospective payments and/or any unexpended funds that were approved by CDPH for utilization shall be utilized by the LLA for activities approved by the CDPH and shall be used only to meet the goals and objectives identified in the LLA's approved Plan, to defray costs incurred by the program, to measurably expand the program, or to improve the quality of services above the

Exhibit B
Budget Detail and Payment Provisions

level of services already funded under this agreement.

- B. The LLA shall maintain adequate documentation of the receipt and use of such interest and shall provide this documentation to the CDPH in the biannual Cost Reports. The LLA agrees to return to the CDPH any unexpended interest remaining in the Proposition 99 and Proposition 56 accounts, if funding authority for this program expires, or the Agreement is terminated, to the address specified in Exhibit A, Paragraph 2.A. within sixty (60) days from the expiration date.
- C. LLA's shall spend Prop 56 interest earned monies first, before Prop 99 interest earned monies in accordance with paragraph 8.A.
- D. The words "Unexpended Tobacco Control Program Interest, from Proposition 99" and the Agreement number, and "Unexpended Tobacco Control Program Interest from Proposition 56" and the Agreement number shall be written on the face of the checks or warrants that the LLA has issued to return unexpended interest.

9. Restriction of Funds

The LLA shall use funds pursuant to the agreement only and shall not, in whole or in part, freeze, restrict, or prevent the use of funds for the use pursuant to this agreement; LLA shall not divert or use funds for other purposes.

10. Payment for Performance of Deliverables

The LLA understands and agrees that all deliverables as specified in this agreement must be fully and satisfactorily performed in order to receive the maximum amount payable identified in Paragraph 4.A. above. The LLA agrees that if CDPH determines that any deliverable is not performed, only partially performed, or not completed satisfactorily, CDPH may reduce the maximum amount payable under this agreement as follows:

A. Where a deliverable is not performed:

CDPH shall calculate the pro rate share of the nonperformed deliverable by utilizing the percentage values specified in the Scope of Work for each deliverable and reduce to the maximum amount payable by deducting the percentage value of the deliverable from any sum due to the LLA to the degree that the sum due the LLA meets or exceeds the reduction. If the reduction exceeds the sum due to the LLA, the LLA shall pay such amount back to CDPH upon its demand. The LLA agrees that such deductions to sums due to the LLA are offsets and no further amount shall be due to the LLA.

B. Where a deliverable is only partially performed:

CDPH shall ascertain what percentage of the deliverable was performed. CDPH shall calculate the pro rata share of the partially performed portion by utilizing the percentage values specified in the Scope of Work for each deliverable and reducing the maximum amount payable by deducting the percentage value of the nonperformed portion of the deliverable from any sum due to the LLA. If the reduction exceeds the sum due to the LLA, the LLA shall pay such amount back to CDPH upon demand. The LLA agrees that such deductions to sums due to the LLA are offsets and no further amount shall be due to the LLA.

Exhibit B
Budget Detail and Payment Provisions

C. Where a deliverable is not performed at a level of quality/satisfaction:

CDPH shall determine whether standard deliverable requirements were satisfactorily met in accordance with the activities, timelines and tracking measures as detailed in the Scope of

Work, the terms, conditions and exhibits of this agreement, and "Tell Your Story: Guidelines for Preparing a Complete, High Quality Final Evaluation Report." If requirements are not met, CDPH shall ascertain what percentage of the deliverable was not performed satisfactorily, calculate the pro rata share of that portion by utilizing the percentage values specified in the Scope of Work for each deliverable and reduce the maximum-amount payable by deducting the percentage value of that portion from any sum due to the LLA to the degree that the sum due to the LLA meets or exceeds the reduction. If the reduction exceeds the sum due to the LLA, the LLA shall pay such amount back to CDPH upon demand. The LLA agrees that such deductions to sums due to the LLA are offsets and no further amount shall be due to the LLA.

EXHIBIT C

STANDARD GRANT CONDITIONS

1. **APPROVAL:** This Grant is of no force or effect until signed by both parties and approved by the Department of General Services, if required. The Grantee may not commence performance until such approval has been obtained
2. **AMENDMENT:** No amendment or variation of the terms of this Grant shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or Agreement not incorporated in the Grant is binding on any of the parties. In no case shall the Department materially alter the scope of the Project set forth in Exhibit A.
3. **ASSIGNMENT:** This Grant is not assignable by the Grantee, either in whole or in part, without the written consent of the Grant Manager in the form of a written amendment to the Grant.
4. **AUDIT:** Grantee agrees that the Department, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to this Grant. Grantee agrees to maintain such records for a possible audit for a minimum of three (3) years after final payment or completion of the project funded with this Grant, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to the project.
5. **CONFLICT OF INTEREST:** Grantee certifies that it is in compliance with all applicable state and/or federal conflict of interest laws.
6. **INDEMNIFICATION:** Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the project, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of any activities related to the Project.
7. **FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of all grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of any applicable state or federal law, or the provisions of this Grant. Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.
8. **GOVERNING LAW:** This Grant is governed by and shall be interpreted in accordance with the laws of the State of California.

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

17. RIGHTS IN DATA: Grantee and the Department agree that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work submitted under Exhibit A in the performance of the Project funded by this Grant shall be in the public domain. Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Project, subject to appropriate acknowledgment of credit to the Department for financial support. Grantee shall not utilize the materials submitted to the Department (except data) for any profit making venture or sell or grant rights to a third-party who intends to do so. The Department has the right to use submitted data for all governmental purposes.

18. VENUE: (This provision does not apply to Local Governmental Entities)

The Department and Grantee agree that any action arising out of this Grant shall be filed and maintained in the Superior Court, California. Grantee waives any existing sovereign immunity for the purposes of this Grant, if applicable.

19. STATE-FUNDED RESEARCH GRANTS:

- A. Grantee shall provide for free public access to any publication of a department-funded invention or department-funded technology. Grantee further agrees to all terms and conditions required by the California Taxpayer Access to Publicly Funded Research Act (Chapter 2.5 (commencing with Section 13989) of Part 4.5 of Division 3 of Title 2 of the Government Code).
- B. As a condition of receiving the research grant, Grantee agrees to the following terms and conditions which are set forth in Government Code section 13989.6 ("Section 13989.6"):
 - 1) Grantee is responsible for ensuring that any publishing or copyright agreements concerning submitted manuscripts fully comply with Section 13989.6.
 - 2) Grantees shall report to the Department the final disposition of the research grant, including, but not limited to, if it was published, when it was published, where it was published, when the 12-month time period expires, and where the manuscript will be available for open access.
 - 3) For a manuscript that is accepted for publication in a peer-reviewed journal, the Grantee shall ensure that an electronic version of the peer-reviewed manuscript is available to the department and on an appropriate publicly accessible database approved by the Department, including, but not limited to, the University of California's eScholarship Repository at the California Digital Library, PubMed Central, or the California Digital Open Source Library, to be made publicly available not later than 12 months after the official date of publication. Manuscripts submitted to the California Digital Open Source Library shall be exempt from the requirements in subdivision (b) of Section 66408 of the Education Code. Grantee shall make reasonable efforts to comply with this requirement by ensuring that their manuscript is accessible on an approved publicly accessible database, and notifying the Department that the manuscript is available on a department-approved database. If Grantee is unable to ensure that their manuscript is accessible on an approved publicly accessible database, Grantee may comply by providing the manuscript to the Department not later than 12 months after the official date of publication.

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

Exhibit D
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

1. Procurement Rules	11. Officials Not to Benefit
2. Equipment Ownership / Inventory / Disposition	12. Prohibited Use of State Funds for Software
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4. Income Restrictions	14. Cancellation
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7. Prior Approval of Training Seminars, Workshops or Conferences	
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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,

Exhibit D
Special Terms and Conditions

employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.

(b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.

(c) Procurements shall be conducted in a manner that provides for all of the following:

[1] Avoid purchasing unnecessary or duplicate items.

[2] Equipment solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.

[3] Take positive steps to utilize small and veteran owned businesses.

- d. Unless waived or otherwise stipulated in writing by CDPH, prior written authorization from the appropriate CDPH Program Contract Manager will be required before the Contractor will be reimbursed for any purchase **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)

- 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

Exhibit D
Special Terms and Conditions

purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement shall be considered state equipment and the property of CDPH.

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

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

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

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

- b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.
- c. Unless otherwise stipulated, CDPH shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.
- d. The Contractor 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

Exhibit D
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Agreement, shall only be used for performance of this Agreement or another CDPH agreement.

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

g. Motor Vehicles

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

- (1) If motor vehicles are purchased/reimbursed 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.

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- (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 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.

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- (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.
 - 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.

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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.
- (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

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CDPH all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or CDPH and which result directly or indirectly from this Agreement or any subcontract.

- (5) Contractor further agrees to assist and cooperate with CDPH in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce CDPH's Intellectual Property rights and interests.

b. Retained Rights / License Rights

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

c. Copyright

- (1) Contractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to CDPH to any work product made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.
- (2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, shall include CDPH's notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 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

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and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

d. Patent Rights

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

e. Third-Party Intellectual Property

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

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any interest in and to real estate, sites, locations, property or props that may be used or shown.

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

g. Intellectual Property Indemnity

- (1) Contractor shall indemnify, defend and hold harmless CDPH and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of CDPH's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. CDPH reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against CDPH.
- (2) Should any Intellectual Property licensed by the Contractor to CDPH under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve CDPH's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to CDPH. CDPH shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for CDPH to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is

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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.

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.

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- 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.

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

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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.

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.

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- (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.
 - (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).

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(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.
- 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. Additional Incorporated Documents

The following documents and any subsequent updates are not attached, but are incorporated herein and made a part hereof by this reference. California Department of Public Health (CDPH) will provide copies on request by contacting the project representative as listed in the Online Tobacco Information System (OTIS). These documents may be updated periodically by CDPH, as required by program directives. CDPH shall provide the Local Lead Agency (LLA) with copies of these documents and any subsequent updates, under separate cover. CDPH will maintain on file, all documents referenced herein and any subsequent updates.

- A. Local Lead Agency 2022-2025 Guidelines.
- B. California Tobacco Control Program (CTCP) Local Lead Agency Administrative & Policy Manual.
- C. The attached Exhibit D entitled "Special Terms and Conditions" consisting of sixteen (16) pages, is incorporated and made part of this agreement by this reference, except for provisions 1, 2, 3, 7, 13, 14. The term contractor shall mean Local Lead Agency.

2. Travel

Travel will be at the County Local rate. For those LLA's represented by non-governmental, non-profit agencies, travel will be at the California Department of Human Resources (CalHR) rates.

3. Proposition 56 Additional Requirements

A. Tracking Proposition 56 Funds

The Contractor will be responsible for devising and implementing independent internal accounting tracking systems for Proposition 99 and Proposition 56 funds and expenditures.

B. Non Partisan California State Audit

The Contractor will be responsible for an internal accounting system to support an audit pursuant to Revenue and Taxation Code, section 30130.56 (a) Independent Audit and Disclosure, which states, the nonpartisan California State Auditor shall conduct, at least biennially, an independent financial audit of the state and local agencies receiving funds pursuant to the California Healthcare, Research and Prevention Tobacco Tax Act of 2016. An audit conducted pursuant to this section shall include, but not be limited to, a review of the administrative costs expended by the state agencies that administer the fund.

C. Administrative Costs

- 1) Revenue and Taxation Code section 30130.57(f) states not more than 5 percent of the Proposition 56 funds received shall be used by any state or local agency or department receiving funds for administrative costs.
- 2) Please note the California State Auditor is in the process of developing regulations which define administrative costs for Proposition 56 funds and may be subject to change. At this time, Administrative and/or indirect costs attributed to Proposition 56 may be paid by Proposition 99 funds. However, this may be subject to change.