

**Exhibit E**  
Additional Provisions

**1. Additional Incorporated Exhibits**

A. The following additional exhibits are attached, incorporated herein, and made a part hereof by this reference:

1) Exhibit G	Travel Reimbursement Information	2 pages
2) Exhibit H	Contractor Equipment Purchase with CDPH Funds	2 pages
3) Exhibit I	Inventory/Disposition of CDPH-Funded Equipment	2 pages
4) Exhibit J	HIPAA Business Associate Addendum <u>or</u> UC HIPAA Business Associate Addendum	12 pages 10 pages
5) Exhibit K	Information Privacy and Security Requirements	10 pages

B. The following documents and any subsequent updates are not attached, but are incorporated herein and made a part hereof by this reference. These documents may be updated periodically by California Department of Public Health (CDPH), as required by program directives. CDPH shall provide the Grantee with copies of said documents and any periodic updates thereto, under separate cover. CDPH will maintain on file, all documents referenced herein and any subsequent updates.

1. Community Challenge Grant (CCG) Request For Applications (RFA) #11-10018.
2. Application and all exhibits/attachments submitted in response to the CCG RFA# 11-10018.
3. CCG Program Policy Letters.
4. CCG Program Handbook.
5. Workplan for each fiscal year.
6. Curriculums and/or Lesson Plans.

**2. Grant Amendments**

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

**3. Cancellation/Termination**

- A. This agreement may be cancelled by CDPH or Grantee without cause upon 30 calendar days advance written notice to the other party.
- B. CDPH reserves the right to cancel or terminate this agreement immediately for cause. The Grantee may submit a written request to terminate this agreement only if CDPH substantially fails to perform its responsibilities as provided herein.

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- C. The term “for cause” shall mean that the Grantee 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 Grantee. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. Upon receipt of a notice of termination or cancellation, the Grantee 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 Grantee shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this agreement.

**4. Avoidance of Conflicts of Interest by Grantee**

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

**5. Insurance Requirements**

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Grantee shall comply with the following insurance requirements:

A. Commercial General Liability

The Grantee must furnish to CDPH a certificate of insurance stating that commercial general liability insurance of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined is presently in effect for the Grantee. The commercial general liability insurance policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured agreement. The commercial general liability insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Grantee's limit of liability.

B. The certificate of insurance must be issued by an insurance company acceptable to the Department of General Services (DGS) Office of Risk and Insurance Management or be provided through partial or total self-insurance acceptable to DGS.

C. The certificate of insurance must include the following provisions:

- 1) The insurer will not cancel the insured's coverage without giving 30 days prior written notice to the California Department of Public Health, and
- 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 of California under this agreement.

D. The Grantee agrees that the insurance required herein will remain in effect at all times during the term of the agreement. In the event said insurance coverage expires at any time or times during the term of this agreement, the Grantee agrees to provide, at least 30 calendar days before said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the agreement or for a period of not less than one year. CDPH may, in addition to any other remedies it may have, terminate this agreement on the occurrence of such event. New certificates of insurance are subject to the approval of DGS, and the Grantee agrees that no work or services shall be performed prior to such approval.

E. CDPH will not be responsible for any premiums, deductibles, or assessments on the insurance policy.

F. Self Insured Government Entities

The Grantee agrees to furnish to CDPH a letter certifying that it possesses and/or will obtain self-insurance in an amount that is sufficient to cover bodily injury and property damage liability combined that might arise under this agreement. Self insurance coverage shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal injury, and other applicable liability that may arise

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under this agreement. The liability insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Grantee's limit of liability.

**6. Workers' Compensation**

By signing this agreement, the Grantee hereby warrants that it carries Workers' Compensation Insurance for all of its employees who will be engaged in the performance of this agreement.

**7. Freeze Exemptions**

(Applicable only to local government agencies)

- A. Grantee agrees that any hiring freeze adopted during the term of this contract shall not be applied to the positions funded, in whole or part, by this agreement.
- B. Grantee agrees not to implement any personnel policy, which may adversely affect performance or the positions funded, in whole or part, by this agreement.
- C. Grantee agrees that any travel freeze or travel limitation policy adopted during the term of this contract shall not restrict travel funded, in whole or part, by this agreement.
- D. Grantee agrees that any purchasing freeze or purchase limitation policy adopted during the term of this contract shall not restrict or limit purchases funded, in whole or part, by this agreement.

**8. The Sexual Health Education Accountability Act**

Effective January 1, 2008, Health and Safety Code, Sections 151000-151003 require sexual health education programs that are funded or administered, directly or indirectly, by CDPH, to be comprehensive and not abstinence-only. The Grantee shall submit a signed copy of the AB629 Compliance Form (Exhibit E, Attachment I), attesting to compliance by the Grantee, upon the signing of this amendment and at any time specified by CDPH. This document is posted on the OFP website <http://www.cdph.ca.gov/programs/OFP/Pages/default.aspx>.

**9. Loss Leader**

It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professional Code.