

AGREEMENT NUMBER

REGISTRATION NUMBER:

1. The California Department of Public Health hereby makes a grant award of funds to the Grantee named below:

Grantee's Name

2. Grant term From _____ through _____	3. Total grant amount \$ _____
---	-----------------------------------

4. Grantee's Project Director		
Name	Telephone number ()	Address, if different from Grantee's address

5. Grantee's Financial Officer		
Name	Telephone number ()	Address, if different from Grantee's address

6. The grantee, in accepting this grant award, agrees to comply with the terms and conditions of the following exhibits which are made a part of this grant award by this reference and any applicable statutes or regulations:

Exhibit A – Scope of Work	X pages
Exhibit B – Budget Detail and Payment Provisions	X pages
Exhibit B Attachment I – Budget (Year 1)	1 page
Exhibit B Attachment II – Budget (Year 2)	1 page
Exhibit B Attachment III – Budget (Year 3)	1 page
* Exhibit C – General Terms and Conditions	<u>GXX XXX</u>
Exhibit D –Additional Provisions	pages
Exhibit E – Contractor's Release	1 page

* Item marked with an Asterisk (*) is incorporated herein as if attached. View at: <http://www.ols.dgs.ca.gov/Standard+Language>.

In Witness Whereof, this agreement has been executed by the parties hereto.

GRANTEE

Grantee's Name (If other than an individual, state if a corporation, partnership, nonprofit organization, etc.)

Signed By (Authorized Signature)

Date Signed

Printed Name and Title of Person Signing that has delegated authority to bind the Grantee

Mailing Address

STATE OF CALIFORNIA

Agency Name

California Department of Public Health

Signed By (Authorized Signature)

Date Signed

Printed or Stamped Name and Title of Person Signing or their Designee

Sandra Winters, Chief, Contracts and Purchasing Services Section

Address

1501 Capitol Avenue, Suite 71.5178, MS 1802, P.O. Box 997377, Sacramento, CA 95899-7377

Exempt from DGS review per AG Opinions

Exempt from DGS review per this authority:

Exhibit A
Scope of Work

1. Service Overview

GRANTEE agrees to provide to the California Department of Public Health (CDPH) the services described herein.

The Grantee will conduct a research project on Alzheimer's disease titled: "XXXX XXXXXXXX XXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXX", and provide such information as necessary to adequately assess the progress and final results of the research.

2. Project Representatives

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

California Department of Public Health Enter Name of CDPH Contract Manager Telephone: (XXX) XXX-XXXX Fax: (XXX) XXX-XXXX Email: XXXXXX.XXXXXX@cdph.ca.gov	Grantee Enter Grantee's Name Telephone: (XXX) XXX-XXXX Fax: (XXX) XXX-XXXX Email: XXXXXXXXXXXXXXXX@.XXXXXXXX
--	--

B. Direct all inquiries to:

California Department of Public Health Alzheimer's Disease Program Attention: XXXXXXX.XXXXXXX 1616 Capitol Ave., MS 7210 P.O. Box Number 997377 Sacramento, CA 95899-7377 Telephone: (XXX) XXX-XXXX Fax: (XXX) XXX-XXXX Email: XXXXXX.XXXXXX@cdph.ca.gov	Grantee Name of Contracts and Grants Officer Attn: (Enter applicable name) Program name, if applicable Street Address & room number, if applicable PO Box Number, if applicable City, State, Zip Code Telephone: (XXX) XXX-XXXX Fax: (XXX) XXX-XXXX Email: XXXXXXXXXXXXXXXX@.XXXXXXXX
---	---

C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement.

3. Allowable Informal Scope of Work Changes

A. The Grantee or the State may propose informal changes or revisions to the activities, tasks, deliverables and/or performance time frames specified in the Scope of Work, provided such changes do not alter the overall goals and basic purpose of the agreement.

B. Informal SOW changes may include the substitution of specified activities or tasks; the alteration or substitution of grant deliverables and modifications to anticipated completion/target dates.

Exhibit A
Scope of Work

- C. Informal SOW changes processed hereunder, shall not require a formal agreement amendment, provided the Grantee's annual budget does not increase or decrease as a result of the informal SOW change.
- D. Unless otherwise stipulated in this agreement, all informal SOW changes and revisions are subject to prior written approval by the State.
- E. In implementing this provision, the State may provide a format for the Grantee's use to request informal SOW changes. If no format is provided by the State, the Grantee may devise its own format for this purpose.

4. Subcontractor Requirements

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

- A. Grantee shall maintain a copy of each subcontract entered into in support of this agreement and shall, upon request by CDPH, make said copies available for approval, inspection, or audit.
- B. CDPH assumes no responsibility for the payment of subcontractors used in performance of this agreement. Grantee accepts sole responsibility for the payment of subcontractor used in performance of this agreement.
- C. The Grantee is responsible for all performance requirements under this agreement even though performance may be carried out through a subcontract.
- D. The Grantee shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this agreement.
- E. The Grantee 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 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."
- F. Unless otherwise stipulated in writing by CDPH, the Grantee shall be the subcontractor's sole point of contact for all matters related to performance and payment under this agreement.

5. Reporting

- A. Grantee shall complete an annual progress report at the end of each year. Said report should include, but not be limited to: 1) project objectives; 2) progress accomplished on each objective; 3) summary of statistical data; 4) major problems encountered and proposed

Exhibit A
Scope of Work

solutions; 5) modifications made to objectives, activities, or timelines; 6) changes in staffing or scope of responsibility; 7) anticipated budget revisions; 8) issues requiring consultation with Alzheimer's Disease Program staff. In addition, the progress report shall include a list of products (such as course outlines, teaching materials, audio-visual aids, brochures, pamphlets, slides, and videos developed during the course of the grant. Reproducible copies of all products shall be delivered with the progress report.

- B. All reports must be signed by the Principal Investigator/Project Director. An original and one copy should be submitted to the Alzheimer's Disease Program by the due dates indicated below:

<u>Reports</u>	<u>Period</u>	<u>Due Date</u>
First	07/01/12 – 12/31/12	01/31/13
Second	01/01/13 – 06/30/13	07/31/13
Third	07/01/13 – 12/31/13	01/31/14
Fourth	01/01/14 – 06/30/14	07/31/14
Fifth	07/01/14 – 12/31/14	01/31/15
Sixth	01/01/15 – 06/30/15	07/31/15

- C. If the Grantee does not submit a complete and accurate progress report by the date(s) specified above, subsequent invoices may not be approved by the State under terms of this Grant until the State receives a complete and accurate report.

6. See following pages for a detailed description of the services to be performed.

Exhibit A
Scope of Work

Project Goals

- **Goal 1:**

- **Goal 2:**

- **Goal 3:**

- **Goal 4:**

SAMPLE

Exhibit A
Scope of Work

Research Design and Methods

Goal 1: XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
Description

Goal 2: XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
Description

Goal 3: XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
Description

Goal 4: XXXXXXXXXXXXXXXXXXXX XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
Description



Exhibit A
Scope of Work

Time Line
Year 1
7/1/12 – 6/30/13

Major Activity, Task or Function	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Hire Project Coordinator	C											
Obtain IRB approval	O	C										
Develop/Revise Training Materials		O	C									
Hire Research Assistant #1			C									
Hire Research Assistant #2												
Train RAs in test administration, scoring, and training modules			O									
Begin subject recruitment and training for Project #1				O	O	O	O	O	O	O	O	C
Evaluation of training modules						O	O	O	O	O	O	O
Data entry into database				O	O	O	O	O	O	O	O	C

O = Ongoing C = Completed

Exhibit A
Scope of Work

Time Line
Year 2
7/1/13 – 6/30/14

Major Activity, Task or Function	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Hire Project Coordinator	C											
Obtain IRB approval	O	C										
Develop/Revise Training Materials		O	C									
Hire Research Assistant #1			C									
Hire Research Assistant #2												
Train RAs in test administration, scoring, and training modules			O	C								
Begin subject recruitment and training for Project #1				O	O	O	O	O	O	O	O	C
Evaluation of training modules						O	O	O	O	O	O	O
Data entry into database				O	O	O	O	O	O	O	O	C

O = Ongoing C = Completed

Exhibit A
Scope of Work
Time Line
Year 3
7/1/14 – 6/30/15

Major Activity, Task or Function	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
Hire Project Coordinator	C											
Obtain IRB approval	O	C										
Develop/Revise Training Materials		O	C									
Hire Research Assistant #1			C									
Hire Research Assistant #2												
Train RAs in test administration, scoring, and training modules			O									
Begin subject recruitment and training for Project #1				O	O	O	O	O	O	O	O	C
Evaluation of training modules						O	O	O	O	O	O	O
Data entry into database				O	O	O	O	O	O	O	O	C

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing

- A. For services satisfactorily rendered according to the scope of work and the terms, conditions and exhibits of this agreement, and upon receipt and approval of the invoices, CDPH agrees to compensate the Grantee for actual expenditures incurred in accordance with the budget(s) attached hereto.
- B. Invoices shall include the Agreement Number and shall be submitted in triplicate not more frequently than monthly, and at least quarterly, in arrears to:

CDPH Grant Manager's Name
California Department of Public Health
Alzheimer's Disease Program
1616 Capitol Ave., MS 7210
P.O. Box 997377
Sacramento, CA 95899-7377

Invoices shall:

- 1) Be prepared on Grantee letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent actual expenses for the service performed under this grant.
- 2) Bear the Grantee's name as shown on the agreement.
- 3) Identify the billing and/or performance period covered by the invoice.
- 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this agreement. Subject to the terms of this agreement, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by CDPH.

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 Grantee or to furnish any other considerations under this Agreement and Grantee 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 an agreement amendment to Grantee to reflect the reduced amount.

3. Payment

- A. Costs under this agreement have not been computed in accordance with State Administrative Manual Sections 8752 and 8752.1. The indirect rate cost is limited to 8 percent of total direct costs per Health and Safety Code Section 125280.

Exhibit B
Budget Detail and Payment Provisions

B. Unless otherwise negotiated and specified herein, nothing shall preclude advance payments pursuant to Article 1, Chapter 3, Division 3, Title 2 of the Government Code Section 11257 with reimbursement not more frequently than monthly in arrears thereafter. Advance payments are subject to the conditions specified herein.

C. Reimbursement

Costs under this agreement have been negotiated and reimbursement is limited to allowable costs incurred pursuant to the budget attachment(s). Said costs are inclusive of applicable charges including wages, salaries, fringe benefits, direct project demands and an indirect/overhead rate (if applicable) not to exceed the percentage rate indicated in the budget attachment(s).

D. Advance Payments

No advance payment is allowed under this agreement.

4. Amounts Payable

A. The amounts payable under this agreement shall not exceed:

- 1) \$XX,XXX for the budget period of 07/01/12 through 06/30/13.
- 2) \$XX,XXX for the budget period of 07/01/13 through 06/30/14.
- 3) \$XX,XXX for the budget period of 07/01/14 through 06/30/15.

B. Reimbursement shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are performed and/or goods are received.

5. Expense Allowability / Fiscal Documentation

A. Invoices, received from a Grantee and accepted and/or submitted for payment by the State, shall not be deemed evidence of allowable agreement costs.

B. Grantee shall maintain for review and audit and supply to CDPH upon request if payments are questioned by the State Controller, adequate documentation of any questionable expenses claimed pursuant to this agreement to permit a determination of expense allowability.

C. If the allowability or appropriateness of an expense cannot be determined by the State because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed and payment may be withheld by the State. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.

D. If travel is a reimbursable expense, receipts must be maintained to support the claimed expenditures.

E. Costs and/or expenses deemed unallowable are subject to recovery by CDPH. See provision 8 in this exhibit entitled, "Recovery of Overpayments" for more information

Exhibit B
Budget Detail and Payment Provisions

6. Allowable Line Item Shifts

- A. Subject to prior review and approval of the grant manager, line item shifts may be made for all line shifts over the life of the grant provided the total grant allocation does not exceed \$300,000. Line item shifts may be proposed/requested by either the California Department of Public Health or the grantee in writing and must not increase the total grant amount allocated. Any line item shifts may be approved in writing by the Deputy Director of the Chronic Disease and Injury Control Division, or his /her designee. If the grant is formally amended, any line item shifts agreed to by the parties must be included in the amendment.
- B. Cumulative changes to budget detail, line item shifts or the re-budgeting of line item totals is allowed through an informal budget revision process, as determined by CDPH, provided no annual budget total is increased or decreased for grant agreements that do not exceed a total allocated amount of \$300,000.

Said budget changes shall not require a formal agreement amendment provided said budget changes do not alter any total budget exhibit amount or alter/affect performance of the scope of work and the total grant agreement does not exceed \$300,000.

- C. Grantee initiated budget changes that exceed the limits specified in paragraph B herein or that alter/affect performance of the scope of work require prior written CDPH notification and approval and the processing of a formal amendment to this agreement. The timing, method and manner of notifying CDPH of said changes or requesting CDPH approval shall be mutually agreed upon in writing by both parties. CDPH may determine the format of said requests or provide a specific form for this purpose. If CDPH does not indicate a specified format or form, the Grantee may devise its own, subject to CDPH approval. Invoices reflecting expenses based on budgetary changes described herein may be temporarily held or reduced until proper CDPH approval is obtained.

7. Recovery of Overpayments

- A. Grantee agrees that claims based upon a contractual agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by the State and/or Federal Government by one of the following options:
- 1) Grantee'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 Grantee.
- B. The State reserves the right to select which option will be employed and the Grantee 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 Grantee, beginning 30 days after Grantee's receipt of the State's demand for repayment.
- D. If the Grantee 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.

Exhibit B
Budget Detail and Payment Provisions

If the Grantee loses the final administrative appeal, Grantee shall repay, to the State, the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the Grantee's first receipt of State's notice requesting reimbursement of questioned audit costs or disallowed expenses.

8. Timely Submission of Final Invoice

- A. A final undisputed invoice shall be submitted for payment no more than ninety (90) calendar days following the expiration or termination date of this agreement, unless a later or alternate deadline is agreed to in writing by the program grant manager. Said invoice should be clearly marked "Final Invoice", thus indicating that all payment obligations of the State under this agreement have ceased and that no further payments are due or outstanding.
- B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Grantee fails to obtain prior written State approval of an alternate final invoice submission deadline. Written State approval shall be sought from the program grant manager prior to the expiration or termination date of this agreement.

SAMPLE

**GTC 610
EXHIBIT C**

GENERAL TERMS AND CONDITIONS

This page is a placeholder for Exhibit C.

The State's General Terms and Conditions (GTC 610) can only be viewed or downloaded from the following Internet site:

<http://www.ols.dgs.ca.gov/Standard+Language/default.htm>.

The General Terms and Conditions are modified from time to time by the California Department of General Services to comply with changes to federal or state law and the version that applies to the resulting agreement is determined based on the contract start date. CDPH reserves the right to place into the resulting agreement a more current GTC version, when applicable.

If your firm does not have Internet access, please contact the program identified in the RFA cover letter to request a hard or paper copy of the General Terms and Conditions.

Exhibit D
Additional Provisions

1. Additional Incorporated Exhibits

A. The following documents and any subsequent updates are not attached, but are incorporated herein and made a part hereof by this reference. These documents may be updated periodically by CDPH, as required by program directives. CDPH shall provide the 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) Work Plan
- 2) Budget Narrative

2. Amendment Process

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

3. Cancellation / Termination

- A. This agreement may be cancelled or terminated without cause by either party by giving thirty (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements.
- B. 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.
- 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 from CDPH, the Grantee shall take immediate steps to stop performance and to cancel or reduce subsequent grant 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 provided such expenses do not exceed the stated maximum amounts payable.

4. Dispute Resolution Process

If a dispute arises between the Grantee and CDPH, the Grantee must seek resolution using the process outlined below.

Exhibit D
Additional Provisions

- A. The Grantee should first informally discuss the problem with the CDPH program grant manager. If the problem cannot be resolved informally, the Grantee must direct the grievance together with any evidence, in writing, to the program Branch Chief. The grievance must state the issues in dispute, the legal authority or other basis for the Grantee's position and the remedy sought. The Branch Chief must render a decision within ten (10) working days after receipt of the written grievance from the Grantee. The Branch Chief shall respond in writing to the Grantee indicating the decision and reasons therefore. Should the Grantee disagree with the Branch Chief's decision, the Grantee may appeal to the second level.
- B. When appealing to the second level the Grantee must prepare an appeal indicating the reasons for disagreement with the Branch Chief's decision. The Grantee shall include with the appeal a copy of the Grantee'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 Grantee 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 Grantee within twenty (20) working days of receipt of the Grantee's second level appeal. The decision rendered by the Deputy Director or his/her designee shall be the final administrative determination of the Department.
- C. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH program grant manager.
- D. There are organizational differences within CDPH funded programs and the management levels identified in this dispute resolution provision that may not apply in every grant situation. When a grievance is received and organizational differences exist, the Grantee shall be notified in writing by the CDPH program grant manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

5. Mutual Indemnification

- A. CDPH and the **Grantee's Name** (also known as **Grantee's alternate business name, if applicable**) shall mutually defend, indemnify and hold each other and their respective agencies, officers, employees, and agents harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of either CDPH or the **Grantee's Business Name**.
- B. It should be expressly understood that the obligations hereunder shall be conditioned upon this agreement being one that falls within the purview of Section 895 of the Government Code.

6. Confidentiality of Information

- A. The Grantee and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this agreement or persons whose names or identifying information become

Exhibit D
Additional Provisions

available or are disclosed to the Grantee, his/her employees, agents, or subcontractors as a result of services performed under this agreement, except for statistical information not identifying any such person.

- B. The Grantee and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Grantee's obligations under this agreement.
- C. The Grantee and its employees, agents, or subcontractors shall promptly transmit to the CDPH program grant manager all requests for disclosure of such identifying information not emanating from the client or person.
- D. The Grantee shall not disclose, except as otherwise specifically permitted by this agreement or authorized by the client, any such identifying information to anyone other than CDPH without prior written authorization from the CDPH program grant 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.

7. 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 under this agreement; 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 this agreement would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of this agreement.
 - 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 under this agreement 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 under this agreement is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, the conflict will be grounds for terminating this

Exhibit D
Additional Provisions

agreement. CDPH may, at its discretion upon receipt of a written request from the Grantee, authorize an extension of the timeline indicated herein.

8. Site Inspection

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

9. 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 grant 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 grants 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. Human Subjects

If pertinent, the Grantee shall provide the State with a copy of the appropriate assurance form documenting the use of human subjects in the research project on an annual basis, as approved by the Grantee's Institutional Review Board.

11. Laboratory Animals

If pertinent, the Grantee shall provide the State with a copy of the appropriate laboratory animals' clearance form documenting the use of laboratory animals in a research project on an annual basis, as approved by the Grantee's Institutional Animal Care and Use Committee.

12. Acknowledgment

- A. The Grantee shall include in all data/research reports or publications (a) a disclaimer that credits any analysis, interpretations, or conclusions reached to the author(s) and not to the State, and (b) a statement on the biases in the data known to affect the report findings. Independent research projects shall not contain the publication credit in Publication Credit.
- B. Grantee shall supply the State with a copy of the final product three (3) weeks prior to the date of submission for publication, and a copy of the final publication for independent research project articles, reports or materials intended for publication. The State shall not release the articles, reports or material or comment publicly prior to their scheduled release.

Exhibit D
Additional Provisions

13. Satisfactory Deliverables

Grantees must provide the State with deliverables that are of the highest quality, including the use of highest quality concepts developed under this Agreement. If satisfactory deliverables are not received, the State shall not approve for payment subsequent invoices under the terms of the Agreement until the State receives satisfactory deliverables. Deliverables must not contain confidential information in violation of state or federal law or the requirements of the appropriate human subjects review boards. "Confidential information" means any information containing patient identities, including but not limited to: name, address, telephone number, social security number, medical identification number, driver's license number.

SAMPLE

Contractor's Release

Instructions to Contractor:

With final invoice(s) submit one (1) original and one (1) copy. The original must bear the original signature of a person authorized to bind the Contractor. The additional copy may bear photocopied signatures.

Submission of Final Invoice

Pursuant to contract number _____ entered into between the State of California Department of Public Health (CDPH) and the Contractor (identified below), the Contractor does acknowledge that final payment has been requested via invoice number(s) _____, in the amount(s) of \$ _____ and dated _____. If necessary, enter "See Attached" in the appropriate blocks and attach a list of invoice numbers, dollar amounts and invoice dates.

Release of all Obligations

By signing this form, and upon receipt of the amount specified in the invoice number(s) referenced above, the Contractor does hereby release and discharge the State, its officers, agents and employees of and from any and all liabilities, obligations, claims, and demands whatsoever arising from the above referenced contract.

Repayments Due to Audit Exceptions / Record Retention

By signing this form, Contractor acknowledges that expenses authorized for reimbursement does not guarantee final allowability of said expenses. Contractor agrees that the amount of any sustained audit exceptions resulting from any subsequent audit made after final payment will be refunded to the State.

All expense and accounting records related to the above referenced contract must be maintained for audit purposes for no less than three years beyond the date of final payment, unless a longer term is stated in said contract.

Recycled Product Use Certification

By signing this form, Contractor certifies under penalty of perjury that a minimum of 0% unless otherwise specified in writing of post consumer material, as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether it meets the requirements of Public Contract Code Section 12209. Contractor specifies that printer or duplication cartridges offered or sold to the State comply with the requirements of Section 12156(e).

Reminder to Return State Equipment/Property (If Applicable)

(Applies only if equipment was provided by CDPH or purchased with or reimbursed by contract funds)

Unless CDPH has approved the continued use and possession of State equipment (as defined in the above referenced contract) for use in connection with another CDPH agreement, Contractor agrees to promptly initiate arrangements to account for and return said equipment to CDPH, at CDPH's expense, if said equipment has not passed its useful life expectancy as defined in the above referenced contract.

Patents / Other Issues

By signing this form, Contractor further agrees, in connection with patent matters and with any claims that are not specifically released as set forth above, that it will comply with all of the provisions contained in the above referenced contract, including, but not limited to, those provisions relating to notification to the State and related to the defense or prosecution of litigation.

ONLY SIGN AND DATE THIS DOCUMENT WHEN ATTACHING TO THE FINAL INVOICE

Contractor's Legal Name (as on contract): _____

Signature of Contractor or Official Designee: _____ Date: _____

Printed Name/Title of Person Signing: _____

CDPH Distribution: Accounting (Original) Program