

Tuberculosis Local Assistance Base Award Application Information and Instructions for Fiscal Year 2024-2025

Purpose:

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

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

Instructions:

The Base Award application process is listed below. Additional guidance is outlined in the FY 2024-2025 Tuberculosis Control Local Assistance Funds Standards and Procedures Manual, attached to the RFA email and available at <http://cdph.ca.gov/Programs/CID/DCDC/Pages/TB-Resources-for-LHDs.aspx> under FY 2024-2025 TB Funding for Local Health Jurisdictions.

On **February 13, 2024**, the TBCB will provide Base Award application process orientations with an opportunity for jurisdictions to ask questions:

- **09:30 a.m.** Audience: Prior Base Award Jurisdictions
- **11:00 a.m.** Audience: Prior RTA or Newly Funded Jurisdictions

Jurisdiction TB Controller and TB Program Manager positions will receive Outlook invitations which can be shared internally. Notes will be provided following the meeting.

Step 1: Review Standards and Procedures Manual

- Part 1 – “Standards and General Terms and Conditions”
- Part 2 – “Guidelines on Use of TB Local Assistance Funds”
- Part 3 – “Procedures”

Step 2: Subrecipient Eligibility

Jurisdictions receiving federal funds shall complete and submit the following:

- TBCB Subrecipient Eligibility Form (attached to the Request for Application email)
- SAM screenshot confirming your active status in SAM
- Most current Single Audit; or financial and performance evaluations because your agency is exempt from the Single Audit Requirement

Step 3: Certifications

Jurisdictions receiving local assistance funding shall complete and submit the following certifications (as applicable), attached to the Request for Application email:

- Read
 - Exhibit D – CDPH Special Terms and Conditions
 - Exhibit E – CDPH Additional Provisions
 - Reporting Requirements for Subrecipients
- Read and complete (if applicable)
 - Exhibit F – CDPH Federal Terms and Conditions: **Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352**
 - Darfur Contracting Act: **Complete this form if business activities or other operations outside of the United States occurred within past three years**
- Complete (if applicable)
 - Contractor Certification Clauses
 - Established Electronic Directly Observed Therapy (eDOT) Policy and Procedures

Step 4: Base Award Application Budget (Funding Period: July 1, 2024 – June 30, 2025)

The Base Award Application Budget (Excel) is attached to the Request for Application email and includes contact information, budget detail, line item justification, funding matrix, and summary budget documents. Your jurisdiction's budget should be based on the funding amount stated in the Request for Application email for FY 2024-2025.

For guidance on completing your jurisdiction's budget, please see the Base Award Application Budget Guidance, attached to the Request for Application email.

Step 5: Allocation of Personnel Matrix

The Allocation of Personnel Matrix captures all positions related to the LHJ's TB Control Program, tracking staffing function, major TB activities, and Full Time Equivalent (FTE) information.

Guidance for preparing your jurisdiction's personnel matrix is provided within the Allocation of Personnel Matrix form, attached to the Request for Application email.

Step 6: Base Award Application Submission

Checklist for **required** contents of application packet due by **Friday, March 15, 2024**

- TBCB Subrecipient Eligibility Form (signed if applicable)
- Active SAM registration screenshot (if applicable)
- Most recent Single Audit Report (if applicable)
- Exhibit F (signed if applicable)

- Darfur Contracting Act (signed if applicable)
- Contractor Certification Clauses (signed if applicable)
- Established eDOT Policy and Procedures (signed if applicable)
- Tuberculosis Control Program organizational chart
- Base Award Application Budget summary page (signed)
- Base Award Application Budget workbook (submit in Excel format)
- Allocation of Personnel Matrix (submit in Excel format)

All forms (if applicable) require an authorized original signature (electronic or in blue ink).

Submit your final Base Award application packet electronically to tbcbawards@cdph.ca.gov with the following file naming convention:

- **LHJ Name_FY 2024-2025 Local Assistance Base Award Application**

Award Notice: A Letter of Award and Acceptance of Award form will be sent to your jurisdiction no later than Friday, June 28, 2024. CDPH TBCB will follow up with jurisdictions with incomplete applications.

**CALIFORNIA DEPARTMENT OF PUBLIC HEALTH
Tuberculosis Control Branch (TBCB)**

Thank you for your interest in being a subawardee and working with us to provide services under the **Project Grants and Cooperative Agreements for Tuberculosis Control Programs** administered by the Centers for Disease Control and Prevention. Subrecipients will assist State, local health agencies, political subdivisions, and other government entities to conduct tuberculosis (TB) preventive health service programs to assist in carrying out TB control activities designed to prevent transmission of infection and disease.

As a condition of the grant, the Notice of Award (NOA) and the General Terms and Conditions are attached for your records and reference. The Category of Federal Domestic Assistance (CFDA) number is 93.116 - Project Grants and Cooperative Agreements for Tuberculosis Control Programs. You can obtain general information about the grant by searching the CFDA number on <https://beta.sam.gov/>. The Notice of Award Number for Federal Fiscal Year 2024 is 5 NU52PS910219-05-00.

Subrecipient's Name:		
Digital signature of person agreeing to NOA T&C:		
Printed Name/Date Signed:		
Funding Source(s):	Project Grants and Cooperative Agreements for Tuberculosis Control Programs	

Please answer the following questions below:

1. Is your agency registered in the System for Award Management (SAM)?

(Check one) Yes No

If so, please attach a SAM screenshot confirming your active status in SAM.

2. What is your agency's Unique Entity Identifier (UEI)/Data Universal Numbering System (DUNS) number?

3. I have read the attached Notice of Award and the General Terms and Conditions. I agree to adhere to the General Terms and Conditions.

(Check one) Yes No

4. I have attached my agency's most current Single Audit; or financial and performance evaluations because my agency is exempt from the Single Audit Requirement.

(Check one) Yes No

The following Terms and Definitions are for use by the TBCB and Subrecipients.

Terms and Definitions:

- 1) **Category of Federal Domestic Assistance (CFDA) number** identifies the federal assistance program and provides general information about the grant, such as the program objectives. This **must** be shared with potential subrecipients prior to entering into contract negotiations (2 CFR § 200.331).

- 2) **System for Award Management (SAM) and Unique Entity Identifier (UEI) Requirements** (2 CFR 25.200(b)):
 - The potential subrecipient that applies (1) must be registered in SAM prior to submitting an application of plan.
 - The subrecipient (2) must also maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by an agency.
 - The subrecipient (3) must provide its UEI number in each application or plan.

SAM aka CCR = Central Contractor Registration

SAM is the Federal repository into which a subrecipient must provide information required for the conduct of business as a subrecipient. Registration information is available at the SAM Website <https://www.sam.gov/>.

Requirement for SAM

Unless exempted from this requirement under 2 CFR § 25.110*, the subrecipient **must maintain their current information** in the SAM. This requires that the subrecipient review and update their information at least annually after the initial registration, and more frequently if required by changes in their information or another award term. (*2 CFR § 25.110 (b) and (c) **exempts individuals and Federal agencies.** See statute for more information.)

UEI = DUNS = Data Universal Numbering System – Established and Assigned by Dunn & Bradstreet (D&B), UEI is the nine-digit number established and assigned by D&B to uniquely identify business entities. A UEI number can be obtained from D&B by telephone (currently 866-705-5711) or online <https://fedgov.dnb.com/webform> (works best with Internet Explorer).



Recipient Information

1. Recipient Name

PUBLIC HEALTH, CALIFORNIA DEPARTMENT
OF
1615 Capitol Ave
Sacramento, CA 95814-5015
(916) 552-8264

2. Congressional District of Recipient
06

3. Payment System Identifier (ID)
1743204993A1

4. Employer Identification Number (EIN)
743204993

5. Data Universal Numbering System (DUNS)
799150615

6. Recipient's Unique Entity Identifier (UEI)
KD2JSY6LNMW7

7. Project Director or Principal Investigator

Dr. Jennifer Flood, M.D.
jennifer.flood@cdph.ca.gov
510-620-3000

8. Authorized Official

Ms. Susan Fanelli
Susan.Fanelli@cdph.ca.gov
916-650-6710

Federal Agency Information

CDC Office of Financial Resources

9. Awarding Agency Contact Information

Terrian Dixon
Grants Management Officer
thd4@cdc.gov
770-488-2774

10. Program Official Contact Information

Mr. Shameer Poonja
Program Officer
sqp2@cdc.gov
4044981432

Federal Award Information

11. Award Number

5 NU52PS910219-05-00

12. Unique Federal Award Identification Number (FAIN)

NU52PS910219

13. Statutory Authority

PHS ACT, SECT. 318 (42U.S.C. SEC 247C)

14. Federal Award Project Title

Cooperative Agreement for Tuberculosis Elimination and Laboratory in the state of California

15. Assistance Listing Number

93.116

16. Assistance Listing Program Title

Project Grants and Cooperative Agreements for Tuberculosis Control Programs

17. Award Action Type

Non-Competing Continuation

18. Is the Award R&D?

No

Summary Federal Award Financial Information

19. Budget Period Start Date	01/01/2024	- End Date	12/31/2024
20. Total Amount of Federal Funds Obligated by this Action	\$3,099,164.00		
20a. Direct Cost Amount	\$3,029,169.00		
20b. Indirect Cost Amount	\$69,995.00		
21. Authorized Carryover	\$0.00		
22. Offset	\$0.00		
23. Total Amount of Federal Funds Obligated this budget period	\$0.00		
24. Total Approved Cost Sharing or Matching, where applicable	\$0.00		
25. Total Federal and Non-Federal Approved this Budget Period	\$3,099,164.00		
26. Period of Performance Start Date	01/01/2020	- End Date	12/31/2024
27. Total Amount of the Federal Award including Approved Cost Sharing or Matching this Period of Performance	\$3,099,164.00		

28. Authorized Treatment of Program Income

ADDITIONAL COSTS

29. Grants Management Officer - Signature

Mr. Arthur Lusby
Grants Management Officer, Team Lead

30. Remarks

Non-Competing Continuation: Financial Assistance in the amount of \$3,099,164



Recipient Information	
Recipient Name	
PUBLIC HEALTH, CALIFORNIA DEPARTMENT OF 1615 Capitol Ave Sacramento, CA 95814-5015 (916) 552-8264	
Congressional District of Recipient	
06	
Payment Account Number and Type	
1743204993A1	
Employer Identification Number (EIN) Data	
743204993	
Universal Numbering System (DUNS)	
799150615	
Recipient's Unique Entity Identifier (UEI)	
KD2JSY6LNMW7	
31. Assistance Type	
Cooperative Agreement	
32. Type of Award	
Other	

33. Approved Budget (Excludes Direct Assistance)	
i. Financial Assistance from the Federal Awarding Agency Only	
ii. Total project costs including grant funds and all other financial participation	
a. Salaries and Wages	\$202,837.00
b. Fringe Benefits	\$121,216.00
c. Total Personnel Costs	\$324,053.00
d. Equipment	\$0.00
e. Supplies	\$130.00
f. Travel	\$0.00
g. Construction	\$0.00
h. Other	\$0.00
i. Contractual	\$2,704,986.00
j. TOTAL DIRECT COSTS	\$3,029,169.00
k. INDIRECT COSTS	\$69,995.00
l. TOTAL APPROVED BUDGET	\$3,099,164.00
m. Federal Share	\$3,099,164.00
n. Non-Federal Share	\$0.00

34. Accounting Classification Codes						
FY-ACCOUNT NO.	DOCUMENT NO.	ADMINISTRATIVE CODE	OBJECT CLASS	CFDA NO.	AMT ACTION FINANCIAL ASSISTANCE	APPROPRIATION
0-9211183	20NU52PS910219	PS	41.51	93.116	\$0.00	75-20-0950
0-9213485	20NU52PS910219	PS	41.51	93.116	\$0.00	75-20-0950
0-9214095	20NU52PS910219	PS	41.51	93.116	\$0.00	75-20-0950
1-9211183	20NU52PS910219	PS	41.51	93.116	\$0.00	75-21-0950
1-9213485	20NU52PS910219	PS	41.51	93.116	\$0.00	75-21-0950
1-9214095	20NU52PS910219	PS	41.51	93.116	\$0.00	75-21-0950
2-9211183	20NU52PS910219	PS	41.51	93.116	\$0.00	75-22-0950
2-9213485	20NU52PS910219	PS	41.51	93.116	\$0.00	75-22-0950
2-9214095	20NU52PS910219	PS	41.51	93.116	\$0.00	75-22-0950
3-9214095	20NU52PS910219	PS	41.51	93.116	\$0.00	75-23-0950
3-9211183	20NU52PS910219	PS	41.51	93.116	\$0.00	75-23-0950
3-9213485	20NU52PS910219	PS	41.51	93.116	\$0.00	75-23-0950
3-9390KBC	20NU52PS910219	PS	41.51	93.116	\$0.00	75-2223-0943
4-9211183	20NU52PS910219	PS	41.51	93.116	\$49,194.00	75-24-0950
4-9213485	20NU52PS910219	PS	41.51	93.116	\$2,615,022.00	75-24-0950
4-9214095	20NU52PS910219	PS	41.51	93.116	\$434,948.00	75-24-0950



DEPARTMENT OF HEALTH AND HUMAN SERVICES Notice of Award

Centers for Disease Control and Prevention

Award# 5 NU52PS910219-05-00

FAIN# NU52PS910219

Federal Award Date: 12/16/2023

Direct Assistance

BUDGET CATEGORIES	PREVIOUS AMOUNT (A)	AMOUNT THIS ACTION (B)	TOTAL (A + B)
Personnel	\$0.00	\$0.00	\$0.00
Fringe Benefits	\$0.00	\$0.00	\$0.00
Travel	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$0.00	\$0.00
Construction	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
Total	\$0.00	\$0.00	\$0.00

AWARD ATTACHMENTS

PUBLIC HEALTH, CALIFORNIA DEPARTMENT OF

5 NU52PS910219-05-00

1. YEAR 05 TERMS AND CONDITIONS PS20 2001

AWARD NUMBER: NU52PS910219-05

ORGANIZATION: California

AWARD INFORMATION

Incorporation: In addition to the federal laws, regulations, policies, and CDC General Terms and Conditions for Non-research awards at <https://www.cdc.gov/grants/federal-regulations-policies/index.html>, the Centers for Disease Control and Prevention (CDC) hereby incorporates Notice of Funding Opportunity (NOFO) number **CDC-RFA-PS20-2001**, entitled ***Tuberculosis Elimination and Laboratory Cooperative Agreement***, and application dated **August 30, 2023**, as may be amended, which are hereby made a part of this Non-research award, hereinafter referred to as the Notice of Award (NoA).

Approved Funding: Funding in the amount of **\$8,854,754** is approved for the **Year 05** budget period, which is **January 1, 2024** through **December 31, 2024**. All future year funding will be based on satisfactory programmatic progress and the availability of funds.

The federal award amount is subject to adjustment based on total allowable costs incurred and/or the value of any third-party, in-kind contribution when applicable.

Available Funding: The CDC is operating under a continuing resolution; as a result, the total available funding for the **Fiscal Year (FY) 05** budget period is contingent upon the enactment of applicable appropriation bill(s). Funding in the amount of **\$3,099,164** in Financial Assistance (FA) is awarded on this NoA. The remainder of the budget period Approved Funding amount is subject to the availability of funds.

<u>Funding</u>	<u>Amount</u>
Base Prevention & Control (P&C)	\$2,615,022
Base Human Resource Development (HRD)	\$ 434,948
Base Public Health Laboratory Strengthening	\$ 49,194

Note: Refer to the Payment Information section for Payment Management System (PMS) subaccount information.

Response to Recipient Request to Carryover of Unobligated Funding: At this time request to carryforward unobligated funds is not being considered by CDC. Recipient can submit an official request via Grant Solutions April 1, 2024, with a copy of the FFR for Year 04.

Technical Review: Within 5 days of this Notice of Award's (NoA) issue date, the Technical Review will be accessible to the recipient in GrantSolutions → Grant Notes. Contact the assigned Program Officer indicated in the NoA with any questions regarding this document or any follow up requirements.

Financial Assistance Mechanism: Cooperative Agreement

Substantial Involvement by CDC: This is a cooperative agreement and CDC will have substantial programmatic involvement after the award is made. Substantial involvement is in addition to all post-award monitoring, technical assistance, and performance

reviews undertaken in the normal course of stewardship of federal funds.

CDC program staff will assist, coordinate, or participate in carrying out effort under the award, and recipients agree to the responsibilities therein, as detailed in the NOFO.

In a cooperative agreement, CDC staff are substantially involved in the program activities, above and beyond routine grant monitoring. CDC activities for this program are as follows:

Prevention and Control (P&C) CDC activities for this component are as follows:

- Providing assistance with collaborative activities with other services and organizations (e.g., Centers of Excellence [COEs], private providers, community health centers [CHCs], federally qualified health centers [FQHCs]).
- Providing consultation through the CDC TB Health Equity Workgroup on initiating and Maintaining activities to address health equity issues.
- Providing programmatic consultation and technical assistance in the development and implementation of new diagnostics and treatment services pertaining to TB control and prevention and to expand the reach of the population served.
- Providing technical assistance and consultation for empirical data collection in diverse settings to better define economic and epidemiologic context of TB control.
- Providing technical assistance to identify and notify areas about large outbreaks.
- Following up with programs to collect standardized public health information for clustered and non-genotyped cases and assess need for supplemental assistance.
- Collaborating with TB Program Evaluation Network (TB PEN) Steering Committee to incorporate any emerging, promising, and/or best practices to increase transparency, accountability, and adaption of these practices.
- Providing CDC or other subject matter expertise, technical assistance to assist recipient in areas requested such as surveillance, information technology, informatics, PE, program science approaches to strategy implementation, community engagement, and collaboration to advance program activities to achieve outcomes.
- Supporting and collaborating to compile and publish accomplishments, performance measures, and lessons learned during the project period.

Human Resource Development (HRD) CDC activities for this component are as follows:

- Providing technical assistance, as needed in assessing and prioritizing training and education needs and in planning, implementing, and evaluating training and education activities.
- Providing technical assistance as needed in developing a program-specific Training and Human Resource Development Plan; assistance can be provided in-person at the

focal point meeting at the biennial TB ETN conference or via consultation with CDC after award of funds.

- Conducting a focal point meeting at the biennial TB ETN/TB PEN conference.
- Directing the COEs to coordinate regional on-site training courses (e.g., TB Contact Investigation Interviewing Skills course, Effective TB Interviewing for Contact Investigation course, or Program Managers course) in conjunction with designated focal points, and provide technical assistance as needed for development of program specific training activities.

Public Health Laboratory Strengthening CDC activities for this component are as follows:

- Contribute to the improvement of public health laboratory performance by providing technical assistance.
- Identify training needs and collaborate with partners to develop courses, webinars workshops, and training materials for distribution to public health laboratories.
- Provide consultation for the development and implementation of laboratory performance Indicators and data analysis methods for laboratory internal quality assurance programs.
- Assist in the development and dissemination of best practice guidelines and recommendations for the implementation of cost-effective testing algorithms.
- Support laboratory performance evaluation by providing a biennial aggregate report of workload data and TAT performance measures from laboratories receiving funding assistance to be used to compare one's laboratory to national TB laboratory data.

Expanded Authority: The recipient is permitted the following expanded authority in the administration of the award.

- Carryover of unobligated balances from one budget period to a subsequent budget period. Unobligated funds may be used for purposes within the scope of the project as originally approved. **Recipients will report use, or intended use, of unobligated funds in Section 12 "Remarks" of the annual Federal Financial Report (FFR).** If the GMO determines that some or all of the unobligated funds are not necessary to complete the project, the GMO may restrict the recipient's authority to automatically carry over unobligated balances in the future, use the balance to reduce or offset CDC funding for a subsequent budget period, or use a combination of these actions.

Program Income: Any program income generated under this grant or cooperative agreement will be used in accordance with the Addition alternative.

Addition alternative: Under this alternative, program income is added to the funds committed to the project/program and is used to further eligible project/program objectives.

Note: The disposition of program income must have written prior approval from the

GMO.

FUNDING RESTRICTIONS AND LIMITATIONS

Notice of Funding Opportunity (NOFO) Restrictions:

Restrictions that must be considered while planning the programs and writing the budget are:

- Recipients may not use funds for clinical care except as allowed by law.
- Recipients may use funds only for reasonable program purposes, including personnel, travel, supplies, and services.
- Generally, recipients may not use funds to purchase furniture or equipment. Any such proposed spending must be clearly identified in the budget.
- Reimbursement of pre-award costs generally is not allowed unless the CDC provides written approval to the recipient.
- Other than for normal and recognized executive-legislative relationships, no funds may be used for:
 - publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body
 - the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body
- See ***Additional Requirement (AR) 12*** for detailed guidance on this prohibition and ***additional guidance on lobbying for CDC recipients***.
- The direct and primary recipient in a cooperative agreement program must perform a substantial role in carrying out project outcomes and not merely serve as a conduit for an award to another party or provider who is ineligible.
- In accordance with the United States Protecting Life in Global Health Assistance policy, all non-governmental organization (NGO) applicants acknowledge that foreign NGOs that receive funds provided through this award, either as a prime recipient or subrecipient, are strictly prohibited, regardless of the source of funds, from performing abortions as a method of family planning or engaging in any activity that promotes abortion as a method of family planning, or to provide financial support to any other foreign non-governmental organization that conducts such activities. See ***Additional Requirement (AR) 35*** for applicability (<https://www.cdc.gov/grants/additionalrequirements/ar-35.html>).
- Recipients may not use funds for in-patient clinical care; out-patient services are allowed (e.g., tuberculin skin testing, chest radiography, medical evaluation, treatment)

- Recipients may not use funds to supplant state or local health department funds
- Recipients may not use funds to purchase drugs for treatment
- Emphasis must be given to directing the majority of funds to core TB control front-line activities, such as TB case management, targeted testing, and treatment of LTBI, completion of treatment, contact investigation, and outreach activities with strong emphasis on using conventional directly observed therapy (DOT), or electronic DOT (eDOT)
- Recipients may also use funds for integration of services when it is intended to specifically reduce TB transmission or improve TB screening, testing or treatment in populations disproportionately affected by other infections or comorbidities including diabetes mellitus, hepatitis B or C virus, STDs, and HIV

Restrictions for public health laboratories:

- Laboratories performing first-line DST for < 50 patient isolates/year should consider referral of isolates to a reference laboratory for testing such as the National PHL DST Reference Center.
https://www.cdc.gov/programs/infectious_disease/tuberculosis/Pages/TB-DST.aspx
- Laboratories reporting for < 50 patient isolates/year may not request funding support for reagents and supplies associated with DST. Requests for these items will be denied. Laboratories within this category may request the use of funds for shipping supplies and costs for access to referral services.

Indirect Costs: Indirect costs are approved based on the Indirect Cost Rate Agreement dated **May 30, 2023**, which calculates indirect costs as follows: The type is **FIXED** with an effective period of **07/01/22 to 06/30/2024** at a rate of **21.6** percent, applicable to **All Programs**.

Base: Total indirect costs divided by Total Direct Salaries and Benefits

REPORTING REQUIREMENTS

Performance Progress and Monitoring: Performance information collection initiated under this cooperative agreement has been approved by the Office of Management and Budget under **OMB Number 0920-1132**, “**Performance Progress and Monitoring Report**”, **Expiration Date 03/31/2026**. The components of the PPMR are available for download at: <https://www.cdc.gov/grants/already-have-grant/Reporting.html>.

Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIIS): Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass

through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and to the HHS OIG at the following addresses:

CDC, Office of Grants Services

Ms. Terrian J. Dixon, Grants Management Officer/Specialist

Centers for Disease Control and Prevention

Infectious Disease Services Branch

District Chamblee, Bldg. 2900 TCU-3

Atlanta, GA 30341

Email: tdixon@cdc.gov (Include "Mandatory Grant Disclosures" in subject line)

AND

U.S. Department of Health and Human Services

Office of the Inspector General

ATTN: Mandatory Grant Disclosures, Intake Coordinator

330 Independence Avenue, SW

Cohen Building, Room 5527

Washington, DC 20201

Fax: (202)-205-0604 (Include "Mandatory Grant Disclosures" in subject line) or

Email: MandatoryGranteeDisclosures@oig.hhs.gov

Recipients must include this mandatory disclosure requirement in all subawards and contracts under this award.

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371. Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180 and 376, and 31 U.S.C. 3321).

CDC is required to report any termination of a federal award prior to the end of the period of performance due to material failure to comply with the terms and conditions of this award in the OMB-designated integrity and performance system accessible through SAM (formerly FAPIIS). (45 CFR 75.372(b)) CDC must also notify the recipient if the federal award is terminated for failure to comply with the federal statutes, regulations, or terms and conditions of the federal award. (45 CFR 75.373(b))

PROGRAM OR FUNDING GENERAL REQUIREMENTS

HIV Program Review Panel Requirement: All written materials, audiovisual materials, pictorials, questionnaires, survey instruments, websites, educational curricula, and other relevant program materials must be reviewed and approved by an established program review panel. A list of reviewed materials and approval dates must be submitted to the CDC Grants Management Specialist identified in the CDC Roles and Responsibilities section of this NoA.

Prior Approval: All requests, which require prior approval, must bear the signature of the authorized organization representative. The recipient must submit these requests by **September 01, 2024**. Additionally, any requests involving funding issues must include an itemized budget and a narrative justification of the request.

The following types of requests require prior approval:

- Lift funding restriction
- Significant redirection of funds (i.e., cumulative changes of 25% of total award)
- Change in scope
- Implement a new activity or enter into a sub-award that is not specified in the approved budget
- Apply for supplemental funds
- Change in key personnel
- Extensions to period of performance

Templates for prior approval requests can be found at:

<https://www.cdc.gov/grants/already-have-grant/PriorApprovalRequests.html>.

Additional information on the electronic grants administration system CDC non-research awards utilize, GrantSolutions, can be found at:

<https://www.cdc.gov/grants/grantsolutions/index.html>

Key Personnel: In accordance with 45 CFR Part 75.308, CDC recipients must obtain prior approval from CDC for (1) change in the project director/principal investigator, business official, authorized organizational representative or other key persons specified in the NOFO, application or award document; and (2) the disengagement from the project for more than three months, or a 25 percent reduction in time devoted to the project, by the approved Project Director or Principal Investigator.

CLOSEOUT REQUIREMENTS

Recipients must submit all closeout reports identified in this section within 90 days of the period of performance end date, **March 31, 2025**. The **reporting timeframe is the full period of performance, January 1, 2020 through December 31, 2024**. If the recipient does not submit all reports in accordance with this section and the terms and conditions of the Federal Award, CDC may proceed to close out with the information available within one year of the period of performance end date unless otherwise directed by authorizing statutes. ***Failure to submit timely and accurate final reports may affect future funding to the organization or awards under the direction of the same Project Director/Principal Investigator (PD/PI).***

Final Performance Progress and Evaluation Report (PPER): This report should include the information specified in the NOFO and is submitted upon solicitation from the GMS/GMO via www.grantsolutions.gov. At a minimum, the report will include the following:

- Statement of progress made toward the achievement of originally stated aims;
- Description of results (positive or negative) considered significant; and
- List of publications resulting from the project, with plans, if any, for further publication.

All manuscripts published as a result of the work supported in part or whole by the grant must be submitted with the performance progress reports.

Final Federal Financial Report (FFR, SF-425): The FFR should only include those

funds authorized and expended during the timeframe covered by the report. The Final FFR, SF-425 is required and must be submitted no later than 90 days after the period of performance end date through recipient online accounts in the PAYMENT MANAGEMENT SYSTEM (PMS). The final FFR will consolidate data reporting responsibilities to one entry point within PMS which will assist with the reconciliation of expenditures and disbursements to support the timely close-out of grants.

The final FFR must indicate the exact balance of unobligated funds and may not reflect any unliquidated obligations. Remaining unobligated funds will be de-obligated and returned to the U.S. Treasury.

Every recipient should already have a PMS account to allow access to complete the SF-425.

Additional guidance on submission of Federal Financial Reports can be found at <https://www.cdc.gov/grants/documents/change-in-federal-reporting-fy-2021-recipients.pdf>.

Equipment and Supplies - Tangible Personal Property Report (SF-428): A completed Tangible Personal Property Report SF-428 and Final Report SF-428-B addendum must be submitted, along with any Supplemental Sheet SF-428-S detailing all major equipment acquired or furnished under this project with a unit acquisition cost of \$5,000 or more. Electronic versions of the forms can be downloaded by visiting: <https://www.grants.gov/forms/forms-repository/post-award-reporting-forms>.

If no equipment was acquired under an award, a negative report is required. The recipient must identify each item of equipment that it wishes to retain for continued use in accordance with 45 CFR Part 75. The awarding agency may exercise its rights to require the transfer of equipment purchased under the assistance award. CDC will notify the recipient if transfer to title will be required and provide disposition instruction on all major equipment.

Equipment with a unit acquisition cost of less than \$5,000 that is no longer to be used in projects or programs currently or previously sponsored by the federal government may be retained, sold, or otherwise disposed of, with no further obligation to the federal government.

PAYMENT INFORMATION

The HHS Office of the Inspector General (OIG) maintains a toll-free number (1-800-HHS-TIPS [1-800-447-8477]) for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Information also may be submitted by e-mail to hhstips@oig.hhs.gov or by mail to Office of the Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington DC 20201. Such reports are treated as sensitive material and submitters may decline to give their names if they choose to remain anonymous.

Payment Management System Subaccount: Funds awarded in support of approved activities have been obligated in a subaccount in the PMS, herein identified as the "P Account". Funds must be used in support of approved activities in the NOFO and the approved application.

The grant document number identified on the bottom of Page 2 of the Notice of Award must be known in order to draw down funds.

CDC Staff Contacts Information is listed on page 1 of the NoA

Grants Management Specialist: The GMS is the federal staff member responsible for the day-to-day management of grants and cooperative agreements. The GMS is the primary contact of recipients for business and administrative matters pertinent to grant awards.

Program/Project Officer: The PO is the federal official responsible for monitoring the programmatic, scientific, and/or technical aspects of grants and cooperative agreements, as well as contributing to the effort of the award under cooperative agreements.

Grants Management Officer: The GMO is the federal official responsible for the business and other non-programmatic aspects of grant awards. The GMO is the only official authorized to obligate federal funds and is responsible for signing the NoA, including revisions to the NoA that change the terms and conditions. The GMO serves as the counterpart to the business officer of the recipient organization.



General Terms and Conditions for Non-Research Grant and Cooperative Agreements

Incorporation: The Department of Health and Human Services (HHS) grant recipients must comply with all terms and conditions outlined in the Notice of Funding Opportunity (NOFO), their Notice of Award (NOA), grants policy contained in applicable HHS Grants Policy Statements, 45 CFR Part 75, requirements imposed by program statutes and regulations, Executive Orders, and HHS grant administration regulations, as applicable; as well as any requirements or limitations in any applicable appropriations acts. The term grant is used throughout these general terms and conditions of award and includes cooperative agreements.

Note: In the event that any requirement in the NOA, the NOFO, the HHS Grants Policy Statement, 45 CFR Part 75, or applicable statutes/appropriations acts conflict, then statutes and regulations take precedence.

FEDERAL REGULATIONS AND POLICIES

45 CFR Part 75 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards.

<https://www.ecfr.gov/cgi-bin/text-idx?node=pt45.1.75&rgn=div5>

HHS Grants Policy and Regulations

<https://www.hhs.gov/grants/grants/grants-policies-regulations/index.html>

HHS Grants Policy Statement

<https://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf>

Federal Funding Accountability and Transparency Act (FFATA)

<https://www.fsrc.gov/>

Trafficking In Persons: Consistent with 2 CFR 175, awards are subject to the requirements of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. Part 7104(g)).

<https://www.law.cornell.edu/cfr/text/2/part-175>

CDC Additional Requirements (AR) may apply. The NOFO will detail which specific ARs apply to resulting awards. Links to full texts can be found at:

<https://www.cdc.gov/grants/additional-requirements/index.html>.

FUNDING RESTRICTIONS AND LIMITATIONS

Cost Limitations as stated in Appropriations Acts. Recipients must follow applicable fiscal year appropriations law in effect at the time of award. See AR-32 Appropriations Act, General Requirements: <https://www.cdc.gov/grants/additional-requirements/ar-32.html>.

Though Recipients are required to comply with all applicable appropriations restrictions, please find below specific ones of note. CDC notes that the cited section for each below provision may change annually.

- A. Cap on Salaries (Division H, Title II, General Provisions, Sec. 202): None of the funds appropriated in this title shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II.

Note: The salary rate limitation does not restrict the salary that an organization may pay an individual working under an HHS contract or order; it merely limits the portion of that salary that may be paid with federal funds.

- B. Gun Control Prohibition (Div. H, Title II, Sec. 210): None of the funds made available in this title may be used, in whole or in part, to advocate or promote gun control.

- C. Lobbying Restrictions (Div. H, Title V, Sec. 503):

- 503(a): No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government itself.
- 503(b): No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- 503(c): The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future federal, state or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

For additional information, see Additional Requirement 12 at <https://www.cdc.gov/grants/additional-requirements/ar-12.html>.

D. Needle Exchange (Div. H, Title V, Sec. 520): Notwithstanding any other provision of this Act, no funds appropriated in this Act shall be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

E. Blocking access to pornography (Div. H, Title V, Sec. 521): (a) None of the funds made available in this Act may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography; (b) Nothing in subsection (a) shall limit the use of funds necessary for any federal, state, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

Prohibition on certain telecommunications and video surveillance services or equipment ([2 CFR 200.216](#)): For all new, non-competing continuation, renewal or supplemental awards issued on or after August 13, 2020, recipients and subrecipients are prohibited from obligating or expending grant funds (to include direct and indirect expenditures as well as cost share and program funds) to:

1. Procure or obtain,
2. Extend or renew a contract to procure or obtain; or
3. Enter into contract (or extend or renew contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub. L. 115-232, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - ii. Telecommunications or video surveillance services provided by such entities or using such equipment.
 - iii. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise, connected to the government of a covered foreign country.

President's Emergency Plan for AIDS Relief (PEPFAR) funding is exempt from the prohibition under [2 CFR 200.216](#) until September 30, 2028. During the exemption period, PEPFAR recipients are expected to work toward implementation of [2 CFR 200.216](#). The exemption may only be applied when there is no available alternative eligible source for these services.

Cancel Year: 31 U.S.C. Part 1552(a) Procedure for Appropriation Accounts Available for Definite Periods states the following: On September 30th of the 5th fiscal year after the period of availability for obligation of a fixed appropriation account ends, the account shall be closed and any remaining balances (whether obligated or unobligated) in the account shall be canceled and thereafter shall not be available for obligation or expenditure for any purpose.

REPORTING REQUIREMENTS

Annual Federal Financial Report (FFR, SF-425): The Annual Federal Financial Report (FFR) SF-425 is required and must be submitted no later than 90 days after the end of the budget period in the Payment Management System.

Additional guidance on submission of Federal Financial Reports can be found at <https://www.cdc.gov/grants/documents/change-in-federal-reporting-fy-2021-recipients.pdf>.

If more frequent reporting is required, the Notice of Award terms and conditions will explicitly state the reporting requirement.

Annual Performance Progress and Monitoring Reporting: The Annual Performance Progress and Monitoring Report (PPMR) is due no later than 120 days prior to the end of the budget period and serves as the continuation application for the follow-on budget period. Submission instructions, due date, and format will be included in the guidance from the assigned GMO/GMS via www.grantsolutions.gov.

Any change to the existing information collection noted in the award terms and conditions will be subject to review and approval by the Office of Management and Budget (OMB) under the Paperwork Reduction Act.

Data Management Plan: CDC requires recipients for projects that involve the collection or generation of data with federal funds to develop, submit and comply with a Data Management Plan (DMP) for each collection or generation of public health data undertaken as part of the award and, to the extent consistent with law and appropriate, provide access to and archiving/long-term preservation of collected or generated data. Additional information on the Data Management and Access requirements can be found at <https://www.cdc.gov/grants/additional-requirements/ar-25.html>.

Audit Requirement Domestic Organizations (*including US-based organizations implementing projects with foreign components*): An organization that expends \$750,000 or more in a fiscal year in federal awards shall have a single or program-specific audit conducted for that year in accordance with the provisions of 45 CFR Part 75. The audit period is an organization's fiscal year. The audit must be completed along with a data collection form (SF-SAC), and the reporting package shall be submitted within the earlier of 30 days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. The audit report must be sent to:

Federal Audit Clearing House Internet Data Entry System Electronic Submission:
[https://harvester.census.gov/facides/\(S\(0vkw1zaelyzjibnahocga5i0\)\)/account/login.aspx](https://harvester.census.gov/facides/(S(0vkw1zaelyzjibnahocga5i0))/account/login.aspx)

AND

Office of Financial Resources, Risk Management and Internal Control Unit's Audit Resolution Team (ART), RMICU.Audit.Resolution@cdc.gov.

Audit Requirement Foreign Organizations: An organization that expends \$300,000 or more in a fiscal year on its federal awards must have a single or program-specific audit conducted for that year. The audit period is an organization's fiscal year. The auditor shall be a U.S.-based Certified Public Accountant firm, the foreign government's Supreme Audit Institution or equivalent, or an audit firm endorsed by the U.S. Agency for International Development. The audit must be completed in English and in US dollars, and submitted within the earlier of 30 days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. The audit report must be sent to the Office of Financial Resources, Risk Management and Internal Control Unit's Audit Resolution Team (ART) at RMICU.Audit.Resolution@cdc.gov. After receipt of the audit report, CDC will resolve findings by issuing Final Management Determination Letters.

Domestic and Foreign organizations: Audit requirements for Subrecipients to whom 45 CFR 75 Subpart F applies: The recipient must ensure that the subrecipients receiving CDC funds also meet these requirements. The recipient must also ensure to take appropriate corrective action within six months after receipt of the subrecipient audit report in instances of non-compliance with applicable federal law and regulations (45 CFR 75 Subpart F and HHS Grants Policy Statement). The recipient may consider whether subrecipient audits necessitate adjustment of the recipient's own accounting records. If a subrecipient is not required to have a program-specific audit, the recipient is still required to perform adequate monitoring of subrecipient activities. The recipient shall require each subrecipient to permit the independent auditor access to the subrecipient's records and financial statements. The recipient must include this requirement in all subrecipient contracts.

Required Disclosures for Federal Awardee Performance and Integrity Information System (FAPIIS): Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the assigned GMS/GMO identified in the NOA, and to the HHS OIG at the following address:

U.S. Department of Health and Human Services
Office of the Inspector General
ATTN: Mandatory Grant Disclosures, Intake Coordinator
330 Independence Avenue, SW
Cohen Building, Room 5527
Washington, DC 20201

Fax: (202)-205-0604 (Include "Mandatory Grant Disclosures" in subject line) or Email: MandatoryGranteeDisclosures@oig.hhs.gov

Recipients must include this mandatory disclosure requirement in all subawards and contracts under this award.

Failure to make required disclosures can result in any of the remedies described in 45 CFR 75.371. Remedies for noncompliance, including suspension or debarment (See 2 CFR parts 180

and 376, and 31 U.S.C. 3321).

CDC is required to report any termination of a federal award prior to the end of the period of performance due to material failure to comply with the terms and conditions of this award in the OMB-designated integrity and performance system accessible through SAM (currently FAPIIS) (45 CFR 75.372(b)). CDC must also notify the recipient if the federal award is terminated for failure to comply with the federal statutes, regulations, or terms and conditions of the federal award (45 CFR 75.373(b)).

1. General Reporting Requirement

If the total value of currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, the recipient must maintain the currency of information reported to the System for Award Management (SAM) and made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in section 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the federal government;
- b. Reached its final disposition during the most recent five-year period; and
- c. If one of the following:
 - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - (3) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - (4) Any other criminal, civil, or administrative proceeding if:
 - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
 - (ii) It had a different disposition arrived at by consent or compromise with an acknowledgement of fault on your part; and
 - (iii) The requirement in this award term and condition to disclose information

about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in section 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under federal procurement contracts that you were awarded.

4. Reporting Frequency

During any period of time when you are subject to this requirement in section 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

- a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the federal and state level but only in connection with performance of a federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—
 - (1) Only the federal share of the funding under any federal award with a recipient cost share or match;
 - (2) The value of all expected funding increments under a federal award and options, even if not yet exercised.

GENERAL REQUIREMENTS

You will administer your project in compliance with federal civil rights laws that prohibit discrimination on the basis of race, color, national origin, disability, age and comply with applicable conscience protections. You will comply with applicable laws that prohibit discrimination on the basis of sex, which includes discrimination on the basis of gender identity, sexual orientation, and pregnancy. Compliance with these laws require taking reasonable steps to provide meaningful access to persons with limited English proficiency and providing programs that are accessible to and usable by persons with disabilities. The HHS Office for Civil Rights provides guidance on complying with civil rights laws enforced by HHS. See <https://www.hhs.gov/civil-rights/for-providers/provider-obligations/index.html> and

<https://www.hhs.gov/civil-rights/for-individuals/nondiscrimination/index.html>.

- For guidance on meeting your legal obligation to take reasonable steps to ensure meaningful access to your programs or activities by limited English proficient individuals, see <https://www.hhs.gov/civil-rights/for-individuals/special-topics/limited-english-proficiency/fact-sheet-guidance/index.html> and <https://www.lep.gov/>.
- For information on your specific legal obligations for serving qualified individuals with disabilities, including providing program access, reasonable modifications, and to provide effective communication, see <http://www.hhs.gov/ocr/civilrights/understanding/disability/index.html>.
- HHS funded health and education programs must be administered in an environment free of sexual harassment, see <https://www.hhs.gov/civil-rights/for-individuals/sex-discrimination/index.html>.
- For guidance on administering your project in compliance with applicable federal religious nondiscrimination laws and applicable federal conscience protection and associated anti-discrimination laws, see <https://www.hhs.gov/conscience/conscience-protections/index.html> and <https://www.hhs.gov/conscience/religious-freedom/index.html>.

Termination (45 CFR Part 75.372) applies to this award and states, in part, the following:

(a) *This award may be terminated in whole or in part:*

- (1) By the HHS awarding agency or pass-through entity, if a non-Federal entity fails to comply with the terms and conditions of a Federal award;
- (2) By the HHS awarding agency or pass-through entity for cause;
- (3) By the HHS awarding agency or pass-through entity with the consent of the non-Federal entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
- (4) By the non-Federal entity upon sending to the HHS awarding agency or pass-through entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal awarding agency or pass-through entity determines in the case of partial termination that the reduced or modified portion of the Federal award or subaward will not accomplish the purposes for which the Federal award was made, the HHS awarding agency or pass-through entity may terminate the Federal award in its entirety.

Travel Cost: In accordance with HHS Grants Policy Statement, travel costs are allowable when the travel will provide a direct benefit to the project or program. To prevent disallowance of cost, the recipient is responsible for ensuring travel costs are clearly stated in their budget narrative and are applied in accordance with their organization's established travel policies and procedures. The recipient's established travel policies and procedures must also meet the requirements of 45 CFR Part 75.474.

Food and Meals: Costs associated with food or meals are allowable when consistent with applicable federal regulations and HHS policies. See <https://www.hhs.gov/grants/contracts/contract-policies-regulations/spending-on-food/index.html>.

In addition, costs must be clearly stated in the budget narrative and be consistent with organization approved policies. Recipients must make a determination of reasonableness and organization approved policies must meet the requirements of 45 CFR Part 75.432.

Prior Approval: All requests which require prior approval, must bear the signature (or electronic authorization) of the authorized organization representative. The recipient must submit these requests no later than 120 days prior to the budget period's end date. Additionally, any requests involving funding issues must include an itemized budget and a narrative justification of the request.

The following types of requests are examples of actions that require prior approval, unless an expanded authority, or conversely a high risk condition, is explicitly indicated in the NOA.

- Use of unobligated funds from prior budget period (Carryover)
- Lift funding restriction
- Significant redirection of funds (i.e., cumulative changes of 25% of total award)
- Change in scope
- Implement a new activity or enter into a sub-award that is not specified in the approved budget
- Apply for supplemental funds
- Extensions to period of performance

Templates for prior approval requests can be found at:

<https://www.cdc.gov/grants/already-have-grant/PriorApprovalRequests.html>.

Additional information on the electronic grants administration system CDC non-research awards utilize, Grants Solutions, can be found at: <https://www.cdc.gov/grants/grantsolutions/index.html>.

Key Personnel: In accordance with 45 CFR Part 75.308, CDC recipients must obtain prior approval from CDC for (1) change in the project director/principal investigator, authorized organizational representative, business official, financial director, or other key persons specified in the NOFO, application or award document; and (2) the disengagement from the project for more than three months, or a 25 percent reduction in time devoted to the project, by the approved project director or principal investigator.

Inventions: Acceptance of grant funds obligates recipients to comply with the standard patent rights clause in 37 CFR Part 401.14.

Acknowledgment of Federal Funding: When issuing statements, press releases, publications, requests for proposal, bid solicitations and other documents --such as tool-kits, resource guides, websites, and presentations (hereafter "statements")--describing the projects or programs funded in whole or in part with U.S. Department of Health and Human Services (HHS) federal funds, the recipient must clearly state:

1. the percentage and dollar amount of the total costs of the program or project funded with federal money; and,

2. the percentage and dollar amount of the total costs of the project or program funded by non-governmental sources.

When issuing statements resulting from activities supported by HHS financial assistance, the recipient entity must include an acknowledgement of federal assistance using one of the following or a similar statement.

If the HHS Grant or Cooperative Agreement is NOT funded with other non-governmental sources:

This [**project/publication/program/website, etc.**] [**is/was**] supported by the Centers for Disease Control and Prevention of the U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling **\$XX** with 100 percent funded by CDC/HHS. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by CDC/HHS, or the U.S. Government.

If the HHS Grant or Cooperative Agreement IS partially funded with other non-governmental sources:

This [**project/publication/program/website, etc.**] [**is/was**] supported by the Centers for Disease Control and Prevention of the U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling **\$XX** with **XX** percentage funded by CDC/HHS and **\$XX** amount and **XX** percentage funded by non- government source(s). The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by CDC/HHS, or the U.S. Government.

The federal award total must reflect total costs (direct and indirect) for all authorized funds (including supplements and carryover) for the total competitive segment up to the time of the public statement.

Any amendments by the recipient to the acknowledgement statement must be coordinated with the HHS Awarding Agency.

If the recipient plans to issue a press release concerning the outcome of activities supported by HHS financial assistance, it should notify the HHS Awarding Agency in advance to allow for coordination.

Copyright Interests Provision: This provision is intended to ensure that the public has access to the results and accomplishments of public health activities funded by CDC. Pursuant to applicable grant regulations and CDC's Public Access Policy, Recipient agrees to submit into the National Institutes of Health (NIH) Manuscript Submission (NIHMS) system an electronic version of the final, peer-reviewed manuscript of any such work developed under this award upon acceptance for publication, to be made publicly available no later than 12 months after the official date of publication. Also, at the time of submission, Recipient and/or the Recipient's submitting author must specify the date the final manuscript will be publicly accessible through PubMed Central (PMC). Recipient and/or Recipient's submitting author must also post the manuscript through PMC within twelve (12) months of the publisher's official date of final publication; however, the author is strongly encouraged to make the subject manuscript available as soon as possible. The recipient must obtain prior approval from the CDC for any exception to this provision.

The author's final, peer-reviewed manuscript is defined as the final version accepted for journal publication and includes all modifications from the publishing peer review process, and all graphics and supplemental material associated with the article. Recipient and its submitting authors working under this award are responsible for ensuring that any publishing or copyright agreements concerning submitted article reserve adequate right to fully comply with this provision and the license reserved by CDC. The manuscript will be hosted in both PMC and the CDC Stacks institutional repository system. In progress reports for this award, recipient must identify publications subject to the CDC Public Access Policy by using the applicable NIHMS identification number for up to three (3) months after the publication date and the PubMed Central identification number (PMCID) thereafter.

Disclaimer for Conference/Meeting/Seminar Materials: If a conference/meeting/seminar is funded by a grant, cooperative agreement, sub-grant and/or a contract, the recipient must include the following statement on conference materials, including promotional materials, agenda, and internet sites:

Funding for this conference was made possible (in part) by the Centers for Disease Control and Prevention. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services, nor does the mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.

Logo Use for Conference and Other Materials: Neither the Department of Health and Human Services (HHS) nor the CDC logo may be displayed if such display would cause confusion as to the funding source or give false appearance of Government endorsement. Use of the HHS name or logo is governed by U.S.C. Part 1320b-10, which prohibits misuse of the HHS name and emblem in written communication. A non-federal entity is not authorized to use the HHS name or logo governed by U.S.C. Part 1320b-10. The appropriate use of the HHS logo is subject to review and approval of the HHS Office of the Assistant Secretary for Public Affairs (OASPA). Moreover, the HHS Office of the Inspector General has authority to impose civil monetary penalties for violations (42 CFR Part 1003).

Additionally, the CDC logo cannot be used by the recipient without the express, written consent of CDC. The Program Official/Project Officer identified in the NOA can assist with facilitating such a request. It is the responsibility of the recipient to request consent for use of the logo in sufficient detail to ensure a complete depiction and disclosure of all uses of the Government logos. In all cases for utilization of Government logos, the recipient must ensure written consent is received. Further, the HHS and CDC logo cannot be used by the recipient without a license agreement setting forth the terms and conditions of use.

Equipment and Products: To the greatest extent practical, all equipment and products purchased with CDC funds should be American-made. CDC defines equipment as tangible non-expendable personal property (including exempt property) charged directly to an award having a useful life of more than one year AND an acquisition cost of \$5,000 or more per unit. However, consistent with recipient policy, a lower threshold may be established. Please provide the information to the Grants Management Officer to establish a lower equipment threshold to reflect your organization's

policy.

The recipient may use its own property management standards and procedures, provided it observes provisions in applicable grant regulations found at 45 CFR Part 75.

Federal Information Security Management Act (FISMA): All information systems, electronic or hard copy, that contain federal data must be protected from unauthorized access. This standard also applies to information associated with CDC grants. Congress and the OMB have instituted laws, policies and directives that govern the creation and implementation of federal information security practices that pertain specifically to grants and contracts. The current regulations are pursuant to the Federal Information Security Management Act (FISMA), Title III of the E-Government Act of 2002, PL 107-347.

FISMA applies to CDC recipients only when recipients collect, store, process, transmit or use information on behalf of HHS or any of its component organizations. In all other cases, FISMA is not applicable to recipients of grants, including cooperative agreements. Under FISMA, the recipient retains the original data and intellectual property, and is responsible for the security of these data, subject to all applicable laws protecting security, privacy, and research. If/When information collected by a recipient is provided to HHS, responsibility for the protection of the HHS copy of the information is transferred to HHS and it becomes the agency's responsibility to protect that information and any derivative copies as required by FISMA. For the full text of the requirements under Federal Information Security Management Act (FISMA), Title III of the E-Government Act of 2002 Pub. L. No. 107-347, please review the following website: <https://www.govinfo.gov/content/pkg/PLAW-107publ347/pdf/PLAW-107publ347.pdf>.

Whistleblower Protections: As a recipient of this award you must comply with the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. 112-239, 41 U.S.C. § 4712) "Enhancement of contractor protection from reprisal for disclosure of certain information," and 48 CFR part 3 subpart 3.9, "Whistleblower Protections for Contractor Employees." For more information see: <https://oig.hhs.gov/fraud/whistleblower/>.

PAYMENT INFORMATION

Fraud Waste or Abuse: The HHS Office of the Inspector General (OIG) maintains a toll-free number (1-800-HHS-TIPS [1-800-447-8477]) for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Information also may be submitted online at <https://tips.oig.hhs.gov/> or by mail to U.S. Department of Health and Human Services, Office of the Inspector General, Attn: OIG HOTLINE OPERATIONS, P.O. Box 23489 Washington DC 20026. Such reports are treated as sensitive material and submitters may decline to give their names if they choose to remain anonymous. For additional information, see: <https://oig.hhs.gov/fraud/report-fraud/>.

Automatic Drawdown (Direct/Advance Payments): Payments under CDC awards will be made available through the Department of Health and Human Services (HHS) Payment Management System (PMS), under automatic drawdown, unless specified otherwise in the NOA. Recipients must comply with requirements imposed by the PMS on-line system. Questions concerning award payments or audit inquiries should be directed to the payment management services office.

PMS Website: <https://pms.psc.gov/>

PMS Phone Support: +1(877)614-5533
PMS Email Support: PMSSupport@psc.gov

Payment Management System Subaccount: Funds awarded in support of approved activities will be obligated in an established subaccount in the PMS. Funds must be used in support of approved activities in the NOFO and the approved application. All award funds must be tracked and reported separately.

Exchange Rate: All requests for funds contained in the budget, shall be stated in U.S. dollars. Once an award is made, CDC will generally not compensate foreign recipients for currency exchange fluctuations through the issuance of supplemental awards.

Acceptance of the Terms of an Award: By drawing or otherwise obtaining funds from PMS, the recipient acknowledges acceptance of the terms and conditions of the award and is obligated to perform in accordance with the requirements of the award. If the recipient cannot accept the terms, the recipient should notify the Grants Management Officer within thirty (30) days of receipt of the NOA.

Certification Statement: By drawing down funds, the recipient certifies that proper financial management controls and accounting systems, to include personnel policies and procedures, have been established to adequately administer federal awards and funds drawn down. Recipients must comply with all terms and conditions in the NOFO, outlined in their NOA, grant policy terms and conditions contained in applicable HHS Grant Policy Statements, and requirements imposed by program statutes and regulations and HHS grants administration regulations, as applicable; as well as any regulations or limitations in any applicable appropriations acts.

CLOSEOUT REQUIREMENTS

Recipients must submit all closeout reports identified in this section within 90 days of the period of performance end date. The reporting timeframe is the full period of performance. If the recipient does not submit all reports in accordance with this section and the terms and conditions of the Federal Award, CDC may proceed to close out with the information available within one year of the period of performance end date unless otherwise directed by authorizing statutes. Failure to submit timely and accurate final reports may affect future funding to the organization or awards under the direction of the same Project Director/Principal Investigator (PD/PI).

Final Performance Progress and Evaluation Report (PPER): This report should include the information specified in the NOFO and is submitted upon solicitation from the GMS/GMO via www.grantsolutions.gov. At a minimum, the report will include the following:

- Statement of progress made toward the achievement of originally stated aims;
- Description of results (positive or negative) considered significant; and
- List of publications resulting from the project, with plans, if any, for further publication.

All manuscripts published as a result of the work supported in part or whole by the grant must be submitted with the performance progress reports.

Final Federal Financial Report (FFR, SF-425): The FFR should only include those funds authorized and expended during the timeframe covered by the report. The Final FFR, SF-425 is required and must be submitted no later than 90 days after the period of performance end date through recipient online accounts in the Payment Management System. The final FFR will consolidate data reporting responsibilities to one entry point within PMS which will assist with the reconciliation of expenditures and disbursements to support the timely close-out of grants.

The final FFR must indicate the exact balance of unobligated funds and may not reflect any unliquidated obligations. Remaining unobligated funds will be de-obligated and returned to the U.S. Treasury.

Every recipient should already have a PMS account to allow access to complete the SF-425.

Additional guidance on submission of Federal Financial Reports can be found at <https://www.cdc.gov/grants/documents/change-in-federal-reporting-fy-2021-recipients.pdf>.

Equipment and Supplies - Tangible Personal Property Report (SF-428): A completed Tangible Personal Property Report SF-428 and Final Report SF-428B addendum must be submitted, along with any Supplemental Sheet SF-428S detailing all major equipment acquired or furnished under this project with a unit acquisition cost of \$5,000 or more. Electronic versions of the forms can be downloaded by visiting: <https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html#sortby=1>.

If no equipment was acquired under an award, a negative report is required. The recipient must identify each item of equipment that it wishes to retain for continued use in accordance with 45 CFR Part 75. The awarding agency may exercise its rights to require the transfer of equipment purchased under the assistance award. CDC will notify the recipient if transfer to title will be required and provide disposition instruction on all major equipment.

Equipment with a unit acquisition cost of less than \$5,000 that is no longer to be used in projects or programs currently or previously sponsored by the federal government may be retained, sold, or otherwise disposed of, with no further obligation to the federal government.

CDC STAFF RESPONSIBILITIES

Roles and Responsibilities: Grants Management Specialists/Officers (GMO/GMS) and Program Officials (PO) work together to award and manage CDC grants and cooperative agreements. From the pre-planning stage to closeout of an award, grants management and program staff have specific roles and responsibilities for each phase of the grant cycle. Award specific terms and conditions will include contact information for the PO/GMO/GMS.

Program Official: The PO is the federal official responsible for monitoring the programmatic, scientific, and/or technical aspects of grants and cooperative agreements including:

- The development of programs and NOFOs to meet the CDC's mission;
- Providing technical assistance to applicants in developing their applications, e.g., explanation of programmatic requirements, regulations, evaluation criteria, and guidance to applicants on possible linkages with other resources;
- Providing technical assistance to recipients in the performance of their project; and
- Post-award monitoring of recipient performance such as review of progress reports,

review of prior approval requests, conducting site visits, and other activities complementary to those of the GMO/GMS.

For Cooperative Agreements, substantial involvement is required from CDC. The PO is the federal official responsible for the collaboration or participation in carrying out the effort under the award. Substantial involvement will be detailed in the NOFO and award specific terms and conditions and may include, but is not limited to:

- Review and approval of one stage of work before work can begin on a subsequent stage;
- Review and approval of substantive programmatic provisions of proposed subawards or contracts (beyond existing federal review of procurement or sole source policies);
- Involvement in the selection of key relevant personnel;
- CDC and recipient collaboration or joint participation; and
- Implementing highly prescriptive requirements prior to award limiting recipient discretion with respect to scope of services, organizational structure, staffing, mode of operation, and other management processes.

Grants Management Officer: The GMO is the only official authorized to obligate federal funds and is responsible for signing the NOA, including revisions to the NOA that change the terms and conditions. The GMO serves as the counterpart to the business officer of the recipient organization. The GMO is the federal official responsible for the business and other non-programmatic aspects of grant awards including:

- Determining the appropriate award instrument, i.e., grant or cooperative agreement;
- Determining if an application meets the requirements of the NOFO;
- Ensuring objective reviews are conducted in an above-the-board manner and according to guidelines set forth in grants policy;
- Ensuring recipient compliance with applicable laws, regulations, and policies;
- Negotiating awards, including budgets;
- Responding to recipient inquiries regarding the business and administrative aspects of an award;
- Providing recipients with guidance on the closeout process and administering the closeout of grants;
- Receiving and processing reports and prior approval requests such as changes in funding, budget redirection, or changes to the terms and conditions of an award; and
- Maintaining the official grant file and program book.

Grants Management Specialist: The GMS is the federal staff member responsible for the day-to-day management of grants and cooperative agreements. The GMS is the primary contact of recipients for business and administrative matters pertinent to grant awards. Many of the functions described in the GMO section are performed by the GMS, on behalf of the GMO.

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(For Subvention/Local Assistance Agreements rev 02/2022)

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.

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Exhibit D Special Terms and Conditions

1. Procurement Rules

(Applicable to all Subvention /Local Assistance contracts 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 **\$2,500 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 \$2,500** 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.

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2. All equipment purchases are subject to paragraphs d through g of this provision. Paragraph b of this provision shall also apply if equipment purchases are delegated to subcontractors that are either a government or public entity.
3. Nonprofit organizations and commercial businesses shall use a procurement system that meets the following standards:
 - (a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.
 - (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:
 - I. Avoid purchasing unnecessary or duplicate items.
 - II. Equipment solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.
 - III. 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.

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- 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 and Federal funds (absence a Federal requirement for transfer of title))

- A. Wherever the terms equipment and/or property are used in this provision, the definitions in provision 1, paragraph A., shall apply.

Unless otherwise stipulated in this Agreement, all equipment and/or property that are purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement shall be considered state equipment and the property of CDPH.

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

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- (c) Contact the CDPH Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by CDPH's Asset Management Unit.
- B. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.
- C. Unless otherwise stipulated, CDPH shall be under no obligation to pay the cost of restoration or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.
- D. The Contractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.
1. In administering this provision, CDPH may require the Contractor to repair or replace to CDPH's satisfaction any damaged, lost or stolen state equipment and/or property. Contractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the CDPH Program Contract Manager.
- E. Unless otherwise stipulated by the program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, shall only be used for performance of this Agreement or another CDPH agreement.
- F. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor shall provide a final inventory report of equipment and/or property to the CDPH Program Contract Manager and shall, at that time, query CDPH as to the requirements, including the manner and method, of returning state equipment and/or property to CDPH. Final disposition of equipment 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

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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 agrees that all operators of motor vehicles, purchased/reimbursed or furnished by CDPH under the terms of this Agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.
4. If any motor vehicle is purchased/reimbursed or furnished by CDPH under the terms of this Agreement, the Contractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's possession:

Automobile Liability Insurance

- (a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of \$1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement to the Contractor.
- (b) The Contractor shall, as soon as practical, furnish a copy of the certificate of insurance to the CDPH Program Contract Manager. The certificate of insurance shall identify the CDPH contract or agreement number for which the insurance applies.
- (c) The Contractor agrees 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 agrees 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.

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- (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:
- I. The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State.
 - II. 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.
 - III. 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 by the State is 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 and submit articles of at least three complete quotations or adequate justification 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

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

6. Intellectual Property Rights

A. Ownership

1. Except where CDPH has agreed in a signed writing to accept a license, CDPH shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.
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 hereafter 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

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as otherwise set forth herein, Contractor shall not use any of CDPH's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of CDPH. **Except as otherwise set forth herein, neither the Contractor nor CDPH shall give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to CDPH, Contractor agrees to abide by all license and confidentiality restrictions applicable to CDPH in the third-party's license agreement.

4. Contractor agrees to cooperate with CDPH in establishing or maintaining CDPH's exclusive rights in the Intellectual Property, and in assuring CDPH's sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to CDPH all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or CDPH and which result directly or indirectly from this Agreement or any subcontract.
5. Contractor further agrees to assist and cooperate with CDPH in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce CDPH's Intellectual Property rights and interests.

B. Retained Rights / License Rights

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

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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.*], California Department of Public Health. This material may not be reproduced or disseminated without prior written permission from the California Department of Public Health." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

D. Patent Rights

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

E. Third-Party Intellectual Property

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party

Exhibit D
Special Terms and Conditions

without first: (i) obtaining CDPH's prior written approval; and (ii) granting to or obtaining for CDPH, without additional compensation, a license, as described in Section b of this provision, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon these terms is unattainable and CDPH determines that the Intellectual Property should be included in or is required for Contractor's performance of this Agreement, Contractor shall obtain a license under terms acceptable to CDPH.

F. Warranties

(1) Contractor represents and warrants that:

- (a) It is free to enter into and fully perform this Agreement.
- (b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
- (c) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.
- (d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
- (e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.
- (f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to CDPH in this Agreement.
- (g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

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Special Terms and Conditions

(h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.

(2) CDPH MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

G. Intellectual Property Indemnity

(1) Contractor shall indemnify, defend and hold harmless CDPH and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of CDPH's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. CDPH reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against CDPH.

(2) Should any Intellectual Property licensed by the Contractor to CDPH under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve CDPH's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to CDPH. CDPH shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for CDPH to continue using the licensed Intellectual Property or replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original

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Special Terms and Conditions

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

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Special Terms and Conditions

written authorization from the CDPH Contract Manager, except if disclosure is required by State or Federal law.

- e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.
- f. As deemed applicable by CDPH, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

9. Documents, Publications and Written Reports

(Applicable to agreements over \$5,000 under which publications, written reports and documents are developed or produced. Government Code Section 7550.)

Any document, publication or written report (excluding progress reports, financial reports and normal contractual communications) prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts or agreements and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds \$5,000.

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 CDPH 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 CDPH Program Branch Chief shall render a decision within ten (10) business days after receipt of the written grievance from the Contractor. The CDPH Program Branch Chief shall respond in writing to the Contractor indicating the decision and reasons, therefore. If the Contractor disagrees with the CDPH Program 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 CDPH Program Branch Chief's decision. The

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Special Terms and Conditions

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 CDPH Program Branch Chief's decision. The appeal shall be addressed to the CDPH Deputy Director of the division in which the branch is organized within ten (10) business days from receipt of the CDPH Program Branch Chief's decision. The CDPH 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 CDPH Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) business days of receipt of the Contractor's second level appeal.

- B. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).
- C. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22 Division 2, Subdivision 2, 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 Division 3, Subdivision 1, Chapter 3, 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

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Special Terms and Conditions

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

13. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

Pursuant to the provisions of Article 7 (commencing with Section 100525) of Chapter 3 of Part 1 of Division 101 of the Health and Safety Code, CDPH sets forth the following policies, procedures, and guidelines regarding the reimbursement of fringe benefits.

A. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.

B. As used herein, fringe benefits do not include:

1. Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training
2. Director's and executive committee member's fees
3. Incentive awards and/or bonus incentive pay
4. Allowances for off-site pay
5. Location allowances
6. Hardship pay
7. Cost-of-living differentials

C. Specific allowable fringe benefits include:

1. Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.

D. To be an allowable fringe benefit, the cost must meet the following criteria:

1. Be necessary and reasonable for the performance of the Agreement.
2. Be determined in accordance with generally accepted accounting principles.
3. Be consistent with policies that apply uniformly to all activities of the Contractor.

E. Contractor agrees that all fringe benefits shall be at actual cost.

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Special Terms and Conditions

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).

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.

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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. Insurance Requirements

A. General Provisions Applying to All Policies

1. Coverage Term – Coverage needs to be in force for the complete term of the Agreement. If insurance expires during the term of the Agreement, a new certificate and required endorsements must be received by the State at least ten (10) business days prior to the expiration of this insurance. Any new insurance must comply with the original Agreement terms.
2. Policy Cancellation or Termination and Notice of Non-Renewal – Contractor shall provide to the CDPH within five (5) business days following receipt by Contractor a copy of any cancellation or non-renewal of insurance required by this Contract. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the CDPH may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
3. Premiums, Assessments and Deductibles – Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.
4. Primary Clause – Any required insurance contained in this Agreement shall be primary and not excess or contributory to any other insurance carried by the CDPH.
5. Insurance Carrier Required Rating – All insurance companies must carry an AM Best rating of at least “A–” with a financial category rating of no lower than VI.

Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
6. Endorsements – Any required endorsements requested by the CDPH must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
7. Inadequate Insurance – Inadequate or lack of insurance does not negate Contractor’s obligations under the Agreement.
8. Use of Subcontractors - In the case of Contractor’s utilization of Subcontractors to complete the contracted scope of work, Contractor shall include all Subcontractors as insured under Contractor’s insurance or supply evidence of the Subcontractor’s insurance to the CDPH equal to policies, coverages, and limits required of Contractor.

Exhibit E
Additional Provisions

B. Insurance Coverage Requirements

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

1. Commercial General Liability – Contractor shall maintain general liability with limits not less than \$1,000,000 per occurrence for bodily injury and property damage combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent Contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to Contractor’s limit of liability. The policy shall be endorsed to include, “The State of California, its officers, agents and employees, are included as additional insured, but only with respect to work performed for the state of California under this agreement.” This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
2. Automobile Liability (when required) – Contractor shall maintain motor vehicle liability insurance with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. Should the scope of the Agreement involve transportation of hazardous materials, evidence of an MCS-90 endorsement is required. The policy shall be endorsed to include, “The State of California, its officers, agents and employees, are included as additional insured, but only with respect to work performed for the state of California under this agreement.” This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
3. Worker’s Compensation and Employer’s Liability (when required) – Contractor shall maintain statutory worker’s compensation and employer’s liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer’s liability limits of \$1,000,000 are required. When work is performed on State owned or controlled property the policy shall contain a waiver of subrogation endorsement in favor of the State. This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
4. Professional Liability (when required) – Contractor shall maintain professional liability covering any damages caused by a negligent error act or omission with limits not less than \$1,000,000 per occurrence and \$1,000,000 policy aggregate. The policy’s retroactive date must be displayed on the certificate of insurance and must be before the date this Agreement was executed or before the beginning of Agreement work.

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Additional Provisions

5. Environmental/Pollution Liability (when required) – Contractor shall maintain pollution liability for limits not less than \$1,000,000 per claim covering Contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site as well as transportation and proper disposal of hazardous materials. The policy shall be endorsed to include, "The State of California, its officers, agents and employees, are included as additional insured, but only with respect to work performed for the state of California under this agreement." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

6. Aircraft Liability (when required) - Contractor shall maintain aircraft liability with a limit not less than \$3,000,000. The policy shall be endorsed to include, "The State of California, its officers, agents and employees, are included as additional insured, but only with respect to work performed for the state of California under this agreement." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

Exhibit F
Federal Terms and Conditions

(For Federally Funded Subvention/Local Assistance Agreement rev 02/2022)

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

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

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

Exhibit F
Federal Terms and Conditions

1. Federal Contract Funds

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
- B. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.
- C. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- D. CDPH has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

2. Federal Equal Opportunity Requirements

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or CDPH, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- B. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
- C. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by

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Federal Terms and Conditions

the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- D. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or CDPH may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or

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vendor as a result of such direction by CDPH, the Contractor may request in writing to CDPH, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

3. Debarment and Suspension Certification

- A. By signing this Agreement, the Contractor agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.
- B. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:
1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 2. Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph B.2. herein; and
 4. Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
 5. Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
 6. Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- C. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the CDPH Contract Manager.
- D. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
- E. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDPH may terminate this Agreement for cause or default.

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4. Covenant Against Contingent Fees

The Contractor warrants that no person or selling agency has been employed or retained to solicit/secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, CDPH shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

5. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded agreements in excess of \$100,000 per Section 1352 of the 31, U.S.C.)

A. Certification and Disclosure Requirements

1. Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.
2. Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.
3. Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:
 - (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
 - (b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
 - (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
4. Each person (or recipient) who requests or receives from a person referred to in Paragraph

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a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.

5. All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDPH Program Contract Manager.

B. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

6. Additional Restrictions

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

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

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

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

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

7. Federal Requirements

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

8. Air or Water Pollution Requirements

Any federally funded agreement and/or subcontract in excess of \$100,000 must comply with the following provisions unless said agreement is exempt under 40 CFR 15.5.

- A. Government contractors agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act [42 U.S.C. 1857(h)], section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- B. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended.

9. Smoke-Free Workplace Certification

(Applicable to agreements that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)

- A. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.
- B. Failure to comply with the provisions of the law may result in the imposition of a civil monetary

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penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.

- C. By signing this Agreement, Contractor certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.
- D. Contractor further agrees that it will insert this certification into any subawards entered into that provide for children's services as described in the Act.

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

Positive efforts shall be made to use small businesses, minority-owned firms and women's business enterprises, whenever possible (i.e., procurement of goods and/or services). Contractors shall take all of the following steps to further this goal.

- A. Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
- B. Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
- C. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
- D. Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
- E. Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

11. Human Subjects Use Requirements

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

By signing this Agreement, Contractor agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

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12. Financial and Compliance Audit Requirements

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

- A. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.
- B. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code section 38030).
- C. The Contractor, as indicated below, agrees to obtain one of the following audits:
1. If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives **\$25,000 or more** from any State agency under a direct service contract or agreement; the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph C.3. below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
 2. If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives **less than \$25,000** per year from any State agency under a direct service contract or agreement, the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph C.3. below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
 3. If the Contractor is a State or Local Government entity or Nonprofit organization (as defined in 2CFR Part 200) and expends **\$750,000 or more in Federal awards,** the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in 2CFR Part 200. An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs C.1. and C.2. above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:
 - (a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or
 - (b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.

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4. If the Contractor submits to CDPH a report of an audit other than a single audit, the Contractor must also submit a certification indicating the Contractor has not expended \$750,000 or more in federal funds for the year covered by the audit report.
- D. Two copies of the audit report shall be delivered to the CDPH program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the CDPH Program Contract Manager shall forward the audit report to CDPH's Audits and Investigations Unit if the audit report was submitted under Section 16.C.3., unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.
- E. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Contractor's total revenue. The CDPH program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.
- F. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.
- G. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.
- H. Nothing in this provision limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.
- I. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.
- J. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.
- K. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

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The term "expanded scope auditing" is applied and defined in the U.S. General Accounting Office (GAO) issued Standards for *Audit of Government Organizations, Programs, Activities and Functions*, better known as the "yellow book".

13. Audit and Record Retention

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

- A. The Contractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- B. The Contractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- C. Contractor agrees that CDPH, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896).
- D. The Contractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.
 1. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
 2. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- E. The Contractor shall comply with the above requirements and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code § 10115.10, if applicable.
- F. The Contractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk,

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CD ROM, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

- G. The Contractor shall, if applicable, comply with the Single Audit Act and the audit reporting requirements set forth in Title 2 of the Code of Federal Regulations, Part 200 (2CFR Part 200).

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STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractor's, subcontracts, and contracts under cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

County of Kings _____ Name of Contractor	Doug Verboon _____ Printed Name of Person Signing for Contractor
Contract Number _____	Signature of Person Signing for Contractor _____
Date _____	Board of Supervisors - Chairman _____ Title

Complete the information above and return as part of the instructions

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CERTIFICATION REGARDING LOBBYING

Approved by OMB

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352 0348-0046
(See reverse for public burden disclosure)

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

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

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- 10.(a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
- (b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Addendum

Cooperative Agreement for Tuberculosis Elimination and Laboratory in the State of California

Required Disclosures for Federal Awardee Performance and Integrity Information

System (FAPIIS): Consistent with 45 CFR 75.113, applicants and recipients must disclose in a timely manner, in writing to the CDC, with a copy to the HHS Office of Inspector General (OIG), all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Subrecipients must disclose, in a timely manner in writing to the prime recipient (pass through entity) and the HHS OIG, all information related to violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Disclosures must be sent in writing to the CDC and to the HHS OIG at the following addresses:

CDC, Office of Grants Services

Ms. Terrian J. Dixon, Grants Management Officer/Specialist

Centers for Disease Control and Prevention

Infectious Disease Services Branch

District Chamblee, Bldg. 2900 TCU-3

Atlanta, GA 30341

Email: tdixon@cdc.gov (Include "Mandatory Grant Disclosures" in subject line)

AND

U.S. Department of Health and Human Services

Office of the Inspector General

ATTN: Mandatory Grant Disclosures, Intake Coordinator

330 Independence Avenue, SW

Cohen Building, Room 5527

Washington, DC 20201

Fax: (202)-205-0604 (Include "Mandatory Grant Disclosures" in subject line) or

Email: MandatoryGranteeDisclosures@oig.hhs.gov

Recipients must include this mandatory disclosure requirement in all subawards and contracts under this award.

Darfur Contracting Act CERTIFICATION

Public Contract Code Sections 10475-10481 applies to any company that currently or within the previous three years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the Department of General Services to submit a proposal.

If your company has not, within the previous three years, had any business activities or other operations outside of the United States, you do **not** need to complete this form.

OPTION #1 - CERTIFICATION

If your company, within the previous three years, has had business activities or other operations outside of the United States, in order to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete the certification below.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that a) the prospective proposer/bidder named below is **not** a scrutinized company per Public Contract Code 10476; and b) I am duly authorized to legally bind the prospective proposer/bidder named below. This certification is made under the laws of the State of California.

<i>Company/Vendor Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	<i>Date</i>
<i>Printed Name and Title of Person Signing</i>	

Not Needed

OPTION #2 – WRITTEN PERMISSION FROM DGS

Pursuant to Public Contract Code Section 10477(b), the Director of the Department of General Services may permit a scrutinized company, on a case-by-case basis, to bid on or submit a proposal for a contract with a state agency for goods or services, if it is in the best interest of the state. If you are a scrutinized company that has obtained written permission from the DGS to submit a bid or proposal, complete the information below.

We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services to submit a bid or

proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

<i>Company/Vendor Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	<i>Date</i>
<i>Printed Name and Title of Person Signing</i>	

Not Needed

Contractor Certification Clauses

CERTIFICATION

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

Contractor/Bidder Firm Name (Printed)	Federal ID Number
---------------------------------------	-------------------

By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County of
---------------	---------------------------

CONTRACTOR CERTIFICATION CLAUSES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

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

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

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

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

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

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

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

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

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

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

Jurisdiction:

Local Assistance Subvention Award

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

Please sign and return this form with your funding request for equipment and services for use with eDOT.

Authorized Signature

Date

Print Name

Title

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

Tuberculosis Local Assistance Base Award Application Budget Guidance for Fiscal Year 2024-2025

Budget Preparation Guidelines

Preparing a budget can be one of the most complex aspects of completing your California Department of Health (CDPH) Tuberculosis Control Branch (TBCB) Base Award application. This document provides guidance for completing your Base Award Application Budget and examples to help with the process.

Additional guidance is outlined in the FY 2024-2025 Tuberculosis Control Local Assistance Funds Standards and Procedures Manual, attached to the Request for Application email and available at <http://cdph.ca.gov/Programs/CID/DCDC/Pages/TB-Resources-for-LHDs.aspx> under FY 2024-2025 TB Funding for Local Health Jurisdictions.

Source: FY 2024-2025 Local Assistance Base Award Application Budget (Excel)

Tab 1: Program Contacts

Provide the following Local Health Jurisdiction (LHJ) contact information:

- **Organization:** This is the information of your LHJ.
- **Grant Signatory:** The Grant Signatory is the individual who is authorized to accept the award. The grant signatory authority is at the discretion of the LHJ.
- **Project Representative:** The Project Representative is the individual who is responsible for the oversight of the grant and is responsible for the day-to-day activities of the project and for seeing that all grant requirements are met. This person will be in contact with CDPH TBCB staff and receive all programmatic, budget, and accounting documents for the project, and will be responsible for the proper dissemination of program information.
- **Correctional Liaison:** The Correctional Liaison is the individual who is responsible for ensuring continuity of care for TB patients, who transfer between correctional facilities and the community, which is an important TB prevention and control activity.
- **Linkage to Care Liaison:** The Linkage to Care Liaison for each LHJ is responsible for responding to inquiries from civil surgeons and helping status adjusters become linked to treatment for LTBI. The sites of care for LTBI treatment may include health department clinics, community clinics, primary care providers, or other providers designated by your program.
- **Fiscal Representative:** The Fiscal Representative is the individual who is responsible for submitting invoices and receiving the invoice payments. The remittance address is where the payments will be mailed.

Tab 2: Detail

Complete the following line items based on the funding amount stated in the LHJ's Request for Application email for FY 2024-2025:

- **Personnel Costs (With Benefit)**
- **Personnel (Non-benefit)**
- **Fringe Benefits**
- **Travel and Per Diem**
- **Equipment**
- **Supplies**
- **Anti-TB Medication**
- **Subcontracts**
- **Other Line Items**
- **Food Shelter Incentives and Enablers**
- **Indirect Cost**

Submitted budgets should not include projected salary savings. LHJ's with local requirements to include salary savings in their application budget should contact your assigned CDPH TBCB Fiscal Analyst for additional guidance.

Tab 3: Line Item Justification

For each applicable line item in Tab 2: Detail, the LHJ must provide a detailed justification. For benefits greater or equal to 53%, the LHJ must attach official documentation of the rate and a breakdown of the benefits.

Tab 4: Funding Matrix

The LHJ will provide their total projected TB program budget for fiscal year 2024-2025 by funding source and budget category.

- **Funding Source**
 - CDPH TBCB (received from the TBCB)
 - Direct Federal (received directly from the federal government for TB control)
 - Local (received from the local jurisdiction for TB control)
 - Other (received from sources other than above list). Note: specify funding source in the Other Funding Source Description field (J21 - J30) (e.g., research grant, temporary funding, Medi-Cal DOT reimbursement, MAA, TCM or other).

Tab 5: Summary

The summary budget summarizes the LHJ's detail budget provided in Tab 2: Detail. The total budget amount must match the funding amount stated in the Request for Application email for FY 2024-2025.

If total budget matches awarded amount:

- Select LHJ from drop down menu
- Type Authorized Signature Name
- Type Date

- Type Telephone Number
- Add Authorized Signature

If total budget does not match awarded amount, review Tab 2: Detail and identify discrepancy or contact your assigned CDPH TBCB Fiscal Analyst for additional guidance.

Budget Submission Guidelines

Include your final Base Award Application Budget workbook as part of the LHJs application packet in Excel format with the following file naming convention:

- LHJ Name_FY 2024-2025 Local Assistance Base Award Application Budget

Additionally, include your Base Award Application Budget summary page with an authorized original signature (electronic or in wet ink).

Local Assistance Base Award Allocation of Personnel Matrix Fiscal Year 2024-2025

Jurisdiction Please select:

Please see the Legend and Examples tabs for information and instructions for completing the LHM Allocation of Personnel Matrix. Each position listed in this matrix should have some portion of Full Time Equivalent (FTE) listed under TB Activities, and any Non-TB Activity FTE (if applicable). For all positions, please list additional responsibilities performed by each person in the "Additional TB Duties..." column.

TB Controller: Responsible for TB prevention and control in their jurisdiction, provides oversight of the TB program, applies public health laws for TB control, ensures required reporting, funding, and budget preparation. Please record other responsibilities in the "Additional Duties" column.

Name and Title	FTE TB Controller Activities	FTE other TB Activities (e.g., if also fills role of program manager)	FTE Non-TB Activities	Total FTE	Additional TB Duties Beyond Stated Definition Above (e.g., if also fills role of program manager, TB clinician in clinic, etc., then describe below)	Funding Source Mark X all that apply		CDPH use only: Verified
						TBCB	Direct Federal	
Milton Teske, Health Officer	30.00	0.00	20.00	50.00			TBCB	
							Direct Federal	
							Local	
						X	Medi-Cal	
						X	Other	

TB Program Manager: Provides oversight of the TB program; applies public health laws for TB control; oversees policies; oversees management and evaluation of the TB program; ensures required reporting, funding, and budget preparation. Please record other responsibilities in the "Additional TB duties" column.

Name and Title	FTE TB Program Manager Activities	FTE other TB Activities (e.g., if also fills role of supervising PHN)	FTE Non-TB Activities	Total FTE	Additional TB Duties Beyond Stated Definition Above (e.g., if also fills role of epidemiologist, supervising PHN, etc., then describe below)	Funding Source Mark X all that apply		CDPH use only: Verified
						TBCB	Direct Federal	
Maricela Castellanos, SPHN	10.00	0.00	90.00	100.00	Supervising Public Health Nurse overseeing I&P clinic including TB clinic services.		TBCB	
							Direct Federal	
							Local	
							Medi-Cal	
						X	Other	
	0.00	0.00	0.00	0.00			TBCB	
							Direct Federal	
							Local	
							Medi-Cal	
							Other	

Nurse(s): Public Health Nurses (PHNs), Registered Nurses (RNs), and Licensed Vocational Nurses (LVNs) that perform TB case and clinical management and perform other clinical functions.

Name and Title	FTE TB Activities	FTE Non-TB Activities	Total FTE	Major Duties Mark X all that apply		Site Mark X all that apply (if strictly office based or other, don't check any)	Additional TB Duties Beyond Stated Definition Above and Major Duties (e.g., discharge coordinator, civil surgeon/B waiver outreach)	Funding Source Mark X all that apply		CDPH use only: Verified	
				Supervision	Case management			TBCB	Direct Federal		
Vacant, RN	0.75	0.25	1.00	X	Supervision	X	This position takes the lead on all TB casemanagement including discharge coordinator, Class B referrals / EDN management, and consultant to community providers requesting assistance with TB.	X	TBCB		
				X	Case management				Direct Federal		
				X	Contact investigation	X		Field			Local
				X	DOT						Medi-Cal
					Supervision			X	Other		
					Supervision				TBCB		

Communicable Disease Investigators (CDIs): Perform contact investigation, field investigation, patient locating; serve legal orders.

Name and Title	FTE TB Activities	FTE Non-TB Activities	Total FTE	Major Duties Mark X all that apply		Additional TB Duties Beyond Stated Definition Above (e.g., civil surgeon/B waiver outreach)	Funding Source Mark X all that apply		CDPH use only: Verified
Sharon Soong, Communicable Disease Nurse	0.05	0.95	1.00		Supervision	This position will serve as a back-up to the TB nurse and will assist as needed with initial case management, discharge planning, and contact investigation		TBCB	
				X	Case Management			Direct Federal	
				X	Contact Investigation			Local	
					DOT		X	Other	
	0.00	0.00	0.00		Supervision			TBCB	
					Case Management			Direct Federal	
					Contact Investigation			Local	
					DOT			Other	
	0.00	0.00	0.00		Supervision			TBCB	
					Case Management			Direct Federal	
					Contact Investigation			Local	
					DOT			Other	
	0.00	0.00	0.00		Supervision			TBCB	
					Case Management			Direct Federal	
					Contact Investigation			Local	
					DOT			Other	
	0.00	0.00	0.00		Supervision			TBCB	
					Case Management			Direct Federal	
					Contact Investigation			Local	
					DOT			Other	

Directly Observed Therapy (DOT) Workers: Facilitate adherence to TB treatment by performing directly observed therapy.

Name and Title	FTE TB Activities	FTE Non-TB Activities	Total FTE	Major Duties Mark X all that apply		Site Mark X all that apply		Additional TB Duties Beyond Stated Definition Above (e.g. field phlebotomy, transportation)	Funding Source Mark X all that apply		CDPH use only: Verified
Diana Gonzalez, MA	0.05	0.95	1.00		Supervision	X	Clinic DOT (EDOT)	Transportation, Medication pick-up.		TBCB	
					Case Management					Direct Federal	
					Contact investigation	X	Field DOT			Local	
				X	DOT					Medi-Cal	
								X	Other		

Department of Public Health	0.00	0.00	0.00	Supervision	Clinic DOT (EDOT)			TBCB	Tuberculosis Control Branch
				Case Management				Direct Federal	
				Contact investigation	Field DOT			Local	
				DOT				Other	
				Supervision	Clinic DOT (EDOT)			TBCB	
				Case Management				Direct Federal	
				Contact investigation	Field DOT			Local	
				DOT				Other	
				Supervision	Clinic DOT (EDOT)			TBCB	
				Case Management				Direct Federal	
				Contact investigation	Field DOT			Local	
				DOT				Other	
				Supervision	Clinic DOT (EDOT)			TBCB	
				Case Management				Direct Federal	
				Contact investigation	Field DOT			Local	
				DOT				Other	
				Supervision	Clinic DOT (EDOT)			TBCB	
				Case Management				Direct Federal	
				Contact investigation	Field DOT			Local	
				DOT				Other	

Epidemiologist: Coordinates the collection and analysis of TB-related data.

Name and Title	FTE TB Epi-related Activities	FTE TB Non-Epi Activities (e.g. case management/CI)	FTE Non-TB Activities	Total FTE	Additional TB Duties Beyond Stated Definition Above (e.g., contact investigation, case management, B notification tracking, managing EDN)	Funding Source Mark X all that apply		CDPH use only: Verified
Jordan Jensen	0.05	0.00	0.95	1.00			TBCB	
							Direct Federal	
							Local	
							Medi-Cal	
						X	Other	

Clerical: Provides support to facilitate efficient functioning of the TB program.

Name and Title	FTE TB Activities	FTE Non-TB Activities	Total FTE	Briefly describe duties (e.g. supervision, data entry, interpretation)	Funding Source Mark X all that apply		CDPH use only: Verified
Rhonda Baxter, Office Assistant	0.05	0.95	1.00	Requisition of Medications, clinical supplies, medical supplies as needed to support program activities.		TBCB	
						Direct Federal	
						Local	
						Medi-Cal	
					X	Other	
					TBCB		

Department of Public Health									Tuberculosis Control Branch
Nichole Quinn, Fiscal Specialist	0.05	0.95	1.00	Completes program budgets				Direct Federal	
								Local	
								Medi-Cal	
						X		Other	
								TBCB	
								Direct Federal	
								Local	
								Medi-Cal	
								Other	
								TBCB	
								Direct Federal	
								Local	
								Medi-Cal	
								Other	
								TBCB	
								Direct Federal	
								Local	
								Medi-Cal	
								Other	

Clinic Staff (if applicable for programs that have a clinic; list only staff not listed above): Perform activities to facilitate the efficient functioning of the TB clinic. Examples may include clinic physicians, nurse practitioners, physician assistants, pharmacist. Clinic nurses should be entered in the "Nurses" section above.

Name and Title	FTE TB Activities	FTE Non-TB Activities	Total FTE	Additional TB Duties Beyond Stated Definition Above (e.g.)	Funding Source Mark X all that apply	CDPH use only: Verified
	0.00	0.00	0.00		TBCB	
					Direct Federal	
					Local	
					Medi-Cal	
					Other	
					TBCB	
					Direct Federal	
					Local	
					Medi-Cal	
					Other	
					TBCB	
					Direct Federal	
					Local	
					Medi-Cal	
					Other	
					TBCB	
					Direct Federal	
					Local	

Department of Public Health						Medi-Cal	Tuberculosis Control Branch
						Other	
						TBCB	
						Direct Federal	
						Local	
						Medi-Cal	
	0.00	0.00	0.00			Other	

Other Staff (list only staff not listed above. Examples may include social workers, health educators, eligibility workers, etc.)

Name and Title	FTE TB Activities	FTE Non-TB Activities	Total FTE	Briefly describe duties	Funding Source Mark X all that apply					CDPH use only: Verified
	0.00	0.00	0.00							

California Department of Public Health
Tuberculosis Control Branch

**Tuberculosis Control Local Assistance Funds
Standards and Procedures Manual
Fiscal Year 2024-2025**

Base Award
Food, Shelter, Incentives and Enablers Allotment
Special Needs Funds
Civil Detention Funds

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Part 1 - Standards and General Terms and Conditions

1. Overview

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

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

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

2. Authority

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

3. Allocation of Local Assistance Funds

Local assistance funds are allocated using a funding formula (see table Tuberculosis Local Assistance Allocation Formula FY 2024-2025 below). A multi-variable funding formula modeled after the national TB allocation formula was developed in 2009 in collaboration with the California TB Controllers Association (CTCA) and revised in fiscal year (FY) 2012-2013. In 2023, the allocation process was modified to incorporate low morbidity jurisdictions (averaging <6 cases annually) in the base award funding calculation starting in FY 2024-2025.

Allocations are calculated every two years using five years of surveillance data. Data from 2018-2022 was used to determine FY 2024-2025 and FY 2025-2026 allocations.

Tuberculosis Local Assistance Allocation Formula FY 2024-2025

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

Based on the current four-year average, LHJs receive an annual Base Award and an allotment for Food, Shelter, Incentives and Enablers (FSIE) expenditures.

TB local assistance awards are valid and enforceable only if the enacted State of California FY 2024-2025 budget and the 2024 and 2025 Federal budgets make sufficient funds available for the purposes of this program.

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

4.1. Tuberculosis Control Branch Priorities

The CDPH TBCB priorities include national priorities and strategies established by CDC. Two of the strategies in the CDC Division of Tuberculosis Elimination Strategic Plan for 2021-2025 to reduce TB morbidity in the United States are:

Strategy 1

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

Strategy 2

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

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

CDPH TBCB has historically taken a priority-based, graduated approach in conducting TB prevention, control and elimination activities. LHJs are now encouraged to conduct all TB prevention and control activities to both maintain control of TB and to accelerate the decline of TB. In California, more than 80% of cases reported each year are due to reactivation of LTBI among individuals with long-standing untreated infection (e.g., contacts to TB cases, immigrants arriving with a class B notification, and other high-risk populations). Efforts to prevent future TB cases should include:

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

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

5. Contractor's Responsibilities

The Contractor agrees to:

- Direct activities toward achieving the program objectives set forth by the CDPH TBCB

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

5.1. Reporting Requirements

A. Case Reports

Contractors shall comply with morbidity reporting requirements. All cases are to be reported using the Report of Verified Case of Tuberculosis (RVCT).⁵ Case outcome information for cases counted in 2021 and prior years should continue to be reported on the 2009 RVCT form. For TB cases counted in 2022 and later, Contractors should report using the revised 2020 RVCT form. Additional information on all cases treated with multidrug-resistant (MDR) TB medications should be reported using the MDR supplemental form. The 2020 RVCT and MDR supplemental forms were implemented in California Reportable Disease Information Exchange (CalREDIE) in mid-February of 2022.

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

¹ [CDPH TBCB TB Guidelines and Regulations](http://www.cdph.ca.gov/Programs/CID/DCDC/Pages/TB-Guidelines-and-Regulations.aspx)

(www.cdph.ca.gov/Programs/CID/DCDC/Pages/TB-Guidelines-and-Regulations.aspx)

² [CTCA Guidelines](http://ctca.org/guidelines/cdph-ctca-joint-guidelines/#) (ctca.org/guidelines/cdph-ctca-joint-guidelines/#)

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

⁴ [CDC TB Guidelines](http://www.cdc.gov/tb/publications/guidelines/default.htm) ([cdc.gov/tb/publications/guidelines/default.htm](http://www.cdc.gov/tb/publications/guidelines/default.htm))

⁵ 2020 RVCT and MDR forms and reference materials are located in the Document Repository of CalREDIE. Log on and select Document Repository from the CDPH option on the menu bar. Under Report Forms & Documents, click on Tuberculosis Control Branch for a link to 2020 RVCT and MDR forms, revised manual, and TBCB guidance on CA fields.

reconciliation of case counts. Contractors will participate in other activities as needed to ensure accurate reporting on the revised RVCT and MDR forms.

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

B. Electronic Reporting

Contractors must enter RVCT case data for their jurisdiction directly into CalREDIE, the CDPH web-based reporting system for notifiable diseases, or a successor CDPH reporting platform if one is developed. Submission of hard copy RVCT for data entry into CalREDIE by CDPH TBCB will not be accepted. Direct entry of data into CalREDIE improves reporting processes including submission of case reports to CDC and tracking patients who have moved.

C. Data Security and Confidentiality

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

D. California Aggregate Report for Program Evaluation: Follow-up and Treatment for Contacts of TB Cases

Contractors will submit completed Preliminary and Final ARPE-Contact Investigation (CI) forms to CDPH TBCB annually, in mid-March. ARPE-CI instructions and forms can be found in the CalREDIE Document Repository and on the CDC DTBE ARPE webpage.³ Each year by early February, TBCB will email to all LHJs: 1) Instructions and MS Word version of the form; 2) Excel workbook with reported cases by smear and culture status; 3) invitation to instructional webinars in February.

¹ [CDC \(2021\) 2020 Report of Verified Case of TB \(RVCT\) Instruction Manual](https://www.cdc.gov/tb/programs/rvct/InstructionManual.pdf) (cdc.gov/tb/programs/rvct/InstructionManual.pdf)

² [CDC \(2011\) Data Security and Confidentiality Guidelines for HIV, Viral Hepatitis, Sexually Transmitted Disease, and Tuberculosis Programs: Standards to Facilitate Sharing and Use of Surveillance Data for Public Health Action](https://www.cdc.gov/nchhstp/programintegration/Data-Security.htm) (cdc.gov/nchhstp/programintegration/Data-Security.htm)

³ ARPE forms are located in the Document Repository of CalREDIE. Log on and select Document Repository from the CDPH option on the menu bar. Under Report Forms & Documents, click on Tuberculosis Control Branch for a link to the ARPE forms. ARPE forms and instructions are also available on the [CDC DTBE ARPE](https://www.cdc.gov/tb/programs/evaluation/ARPE.html) (cdc.gov/tb/programs/evaluation/ARPE.html) webpage.

E. California Aggregate Report for Program Evaluation: Targeted Testing and Treatment for Latent Tuberculosis Infection

In 2020, the CDC reintroduced the ARPE-TT as a required annual report. The requirement of Contractors to report to CDPH TBCB is being phased in by LHJ morbidity level over the next few years. For FY 2024-2025, Contractors reporting more than 54 TB cases per year will be required to submit the ARPE-TT to CDPH TBCB, in mid-March 2025, for 2023 (Final) and 2024 (Preliminary) data as available. ARPE-TT forms and instructions can be found on the CDC DTBE ARPE webpage.¹ Each year by early February, TBCB will email to all LHJs: 1) Instructions and MS Word version of the form; 2) invitation to instructional webinars in February.

F. Protocols for People Who Move

Contractors will use the most up-to-date National Tuberculosis Coalition of America (NTCA) forms for the transfer of patient care between jurisdictions in California or between states.²

All patients moving out of the United States should be referred to CureTB. Instructions and referral forms can be found on the CureTB webpage³. Note that referrals from California should be made to the San Diego office of CureTB at (619) 542-4013 or by email at CureTB.hhsa@sdcounty.ca.gov.

Instructions for “Transfer Protocols - RVCT Reporting for Tuberculosis Patients that Move” can be found on the CDPH TBCB website.⁴

G. Outbreak Reporting

The California Code of Regulations (Title 17, Section 2502[c]) directs local health officers to immediately report TB outbreaks to CDPH. Reports should be conveyed by calling the CDPH TBCB Outbreak Duty Officer at (510) 620-3000. California TB surveillance definitions for outbreaks can be found on the CDPH TBCB website.⁵

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

¹ [CDC ARPE-TT Forms and Instructions](https://cdc.gov/tb/programs/evaluation/ARPE.html) (cdc.gov/tb/programs/evaluation/ARPE.html)

² NTCA protocol and forms can be found on the [TB Reporting Forms and Instructions for Local Health Departments](https://cdph.ca.gov/Programs/CID/DCDC/Pages/TB-Reporting-Forms-and-Instructions-for-LHDs.aspx) (cdph.ca.gov/Programs/CID/DCDC/Pages/TB-Reporting-Forms-and-Instructions-for-LHDs.aspx) webpage under Interjurisdictional Transfer Recommendations.

³ [CDC CureTB](https://cdc.gov/usmexicohealth/curetb.html) (cdc.gov/usmexicohealth/curetb.html)

⁴ CDPH TBCB. (2019) RVCT Reporting Instructions for Tuberculosis Patients that Move. Can be found on the [TB Reporting Forms and Instructions for Local Health Departments](https://cdph.ca.gov/Programs/CID/DCDC/Pages/TB-Reporting-Forms-and-Instructions-for-LHDs.aspx) (cdph.ca.gov/Programs/CID/DCDC/Pages/TB-Reporting-Forms-and-Instructions-for-LHDs.aspx) webpage under Interjurisdictional Transfer Recommendations.

⁵ CDPH TBCB. (2023) Surveillance Definitions for TB Outbreaks. Can be found on the [Resources for Local Health Departments](https://cdph.ca.gov/Programs/CID/DCDC/Pages/TB-Resources-for-LHDs.aspx) (cdph.ca.gov/Programs/CID/DCDC/Pages/TB-Resources-for-LHDs.aspx) webpage under Tools and Trainings.

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

H. Immigrants, Refugees, Parolees and Immigration Status Adjusters

Contractors will use the “Electronic Disease Notification (EDN) B-notification Follow-up Worksheet”¹ to report the results of U.S. evaluations of immigrants and refugees arriving with A/B-notifications. Evaluations should be completed and Worksheet results submitted within 120 days of notification of arrival in the U.S., or as soon as the American Thoracic Society TB classification has been assigned. Submission of treatment information, including outcomes, for persons diagnosed with ATS TB 2 or 4 is strongly encouraged. However, treatment outcomes should be submitted separately from evaluation outcomes, to prevent delayed evaluation reporting. Contractors receiving email notifications from EDN should enter the Worksheet results, including any LTBI treatment information, online into EDN. Contractors receiving secure email notifications from CDPH TBCB should submit the Worksheet, including any LTBI treatment information, by fax or secure email.

Contractors are strongly encouraged to work with civil surgeons in their jurisdiction to communicate reporting requirements and referral recommendations for immigration status adjustment applicants testing positive for LTBI, or with findings concerning for TB disease. All civil surgeons are now required to use eMedical to report status adjusters with LTBI. Data from eMedical will be transferred into the EDN system, and Contractors with EDN access will receive notifications of LTBI in EDN. Contractors are encouraged to refer or provide status adjusters with LTBI treatment, and report outcomes using the Follow-up Worksheet in EDN, or other state system once available. Please contact TBCB for questions and updates on reporting systems, and for access to EDN.

5.2. Program Evaluation and Program Improvement

Program evaluation is a systematic review of priority program-area performance and improvement. Contractors are expected to be familiar with the California TB indicator reports, B notification and civil surgeon reports, National TB indicators reports, California performance objectives and local TB program performance.² Local assistance funding should be used to meet local and California TB performance objectives.

¹ EDN B-notification Follow-up Worksheet and additional guidance can be found on the [TB Reporting Forms and Instructions for Local Health Departments](https://cdph.ca.gov/Programs/CID/DCDC/Pages/TB-Reporting-Forms-and-Instructions-for-LHDs.aspx) (cdph.ca.gov/Programs/CID/DCDC/Pages/TB-Reporting-Forms-and-Instructions-for-LHDs.aspx) webpage under A/B-Notification Reporting.

² Program evaluation and improvement resources can be found on the [Tuberculosis Disease Data and Publications](https://cdph.ca.gov/Programs/CID/DCDC/Pages/TB-Disease-Data.aspx) (cdph.ca.gov/Programs/CID/DCDC/Pages/TB-Disease-Data.aspx) webpage under TB Disease Data.

A. Local Health Jurisdictions Reporting 100 or More TB Cases Annually (Very High Morbidity Category)

Contractors reporting an average of 100 or more cases annually are expected to meet with CDPH TBCB staff on an annual basis to review their program performance summary data (provided by TBCB) and discuss opportunities for program improvement.

B. Local Health Jurisdictions Reporting 55 – 99 TB Cases Annually (High Morbidity Category)

Contractors reporting an average of 55-99 cases annually are expected to meet with CDPH TBCB staff every two years to review their program performance summary data (provided by TBCB) and discuss opportunities for program improvement.

C. Local Health Jurisdictions Reporting 15 – 54 TB Cases Annually (Medium Morbidity Category)

Contractors reporting an average of 15-54 cases annually are expected to conduct internal review of their program performance summary data (provided by CDPH TBCB) each year and consider opportunities for program improvement. TBCB staff are available upon request to provide consultation and technical assistance for program improvement.

D. Local Health Jurisdictions Reporting Fewer Than 15 TB Cases Annually (Low and Very Low Morbidity Categories)

Contractors reporting fewer than 15 TB cases annually are encouraged to review their TB data in the most recent "Report on Tuberculosis in California,"¹ and any other CDPH TBCB provided data reports. TBCB staff are available upon request to provide consultation and technical assistance for program improvement.

Morbidity categories for all local health jurisdictions can be found on the CDPH TBCB website.² For consultation regarding program evaluation and program improvement, please contact your assigned CDPH TBCB Program Liaison and/or Epidemiology Liaison (see [Part 1 Section 5.8](#)).

5.3. Rights of the Tuberculosis Control Branch

- CDPH TBCB reserves the right to modify the terms and conditions of all awards. Additional information and documentation may be required.
- CDPH TBCB reserves the right to use and reproduce all reports and data produced and delivered pursuant to the local assistance awards and reserves the right to authorize

¹ CDPH TBCB. Report on Tuberculosis in California, 2021. Can be found on the [Tuberculosis Disease Data and Publications](#) (cdph.ca.gov/Programs/CID/DCDC/Pages/TB-Disease-Data.aspx) webpage under Annual TB Reports.

² CDPH TBCB. Local Health Jurisdiction Morbidity Categories, 2024. Can be found on the [Resources for Local Health Departments](#) (cdph.ca.gov/Programs/CID/DCDC/Pages/TB-Resources-for-LHDs.aspx) webpage under Liaison Assignments for Local Health Jurisdictions (starting March 2024).

others to use or reproduce such materials, provided that the confidentiality of patient information and records is protected pursuant to California State laws and regulations.

5.4. Cancellation/Termination

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

5.5. Avoidance of Conflicts of Interest by Contractor

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

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

5.6. Indemnification

Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the project, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be

injured or damaged by Contractor in the performance of any activities related to a TB local assistance award.

5.7. Other

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

5.8. Communicating with the Tuberculosis Control Branch

When communicating with the TBCB, please contact your LHJ's assigned Program Liaison, Fiscal Analyst, Epidemiologist, or Outbreak Liaison.¹

Fiscal questions should be directed to your assigned Fiscal Analyst. Programmatic questions should be directed to your assigned Program Liaison.

The CDPH TBCB Civil Detention Coordinator Chris Keh may be reached at (510) 620-3000 or by email at Chris.Keh@cdph.ca.gov.

¹ CDPH TBCB. Program, Fiscal, Epidemiology and Outbreak Response Liaison Assignments. Can be found on the [Resources for Local Health Departments](https://cdph.ca.gov/Programs/CID/DCDC/Pages/TB-Resources-for-LHDs.aspx) (cdph.ca.gov/Programs/CID/DCDC/Pages/TB-Resources-for-LHDs.aspx) webpage under Liaison Assignments for Local Health Jurisdictions.

Part 2 - Guidelines on Use of TB Local Assistance Funds

1. Use of Base Award Funds

Local assistance funds must be used exclusively for TB-related activities in accordance with the requirements set forth in [Part 1 Section 4](#) and [Part 1 Section 5](#). Allowable expenses include: salaries and benefits for personnel involved in TB control activities, equipment, supplies, TB-specific training and travel. TB medication expenses are reimbursable from state funds only. See [Part 2 Section 1.1](#) for allowable expenditures and [Part 2 Section 1.2](#) for non-allowable expenditures. Local assistance funds should be used to support licensed professionals only to perform services called for.

1.1. Allowable Expenditures FY 2024-2025

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

Equipment

- Cell phones
- Computer hardware
- Computer software for data management of cases and contacts
- Printers, scanners, fax machines
- Video or eDOT equipment or services (see [Part 2 Section 1.4](#))

Fixed Assets

- In-room air cleaners (HEPA filters)
- Laboratory or Radiographic equipment
- Sputum induction devices (booths or hoods)
- TB testing equipment

Food, Shelter, Incentives & Enablers

- Delivery services
- Food vouchers
- Patient housing
- Personal products
- Rideshare services
- Transportation tokens or vouchers

Indirect Costs (Optional)

- Contractor specific rates are approved each year by CDPH
- Rates may not exceed 15% of total allowable direct costs or 25% of total personnel services costs

Laboratory (TB-related)

- Chest x-rays
- Culture, smear, drug susceptibility testing
- Rapid diagnostic tests
- Specimen transport

Medications (anti-TB only)

- Limited to state funds portion of award (see [Part 2 Section 1.5](#))

Personnel (conducting TB prevention and control activities)

- MDs, NPs, Clinical RNs, Radiologists, PHNs, CDIs, Community Workers, Laboratory Staff, Clerks, Social Workers, Financial Screeners, Epidemiologists, Interpreters

Supplies

- Laboratory supplies
- Medical clinic supplies
- Office supplies

Travel (in-state ONLY)

- Within jurisdiction for DOT, case management, CI
- Out of jurisdiction associated with training

Training (TB-related)

- CTCA conference expenses
- Curry International TB Center training
- Educational materials
- Respirator fit testing

Vehicle Leasing Fees**Other**

- Local detention activities as described in H&SC Section 121451
- Patient locating services

1.2. Non-Allowable Expenditures FY 2024-2025

The following expenditures will not be approved:

Facility Leasing or Rental Fees

- Building or office space

Furniture

- Desks
- File cabinets
- Modular furniture
- Tables

General Building Renovation Fees**Equipment****Laboratory Renovations****Out-of-State Travel****Out-of-Country Travel****Patient Insurance Co-Pays****Promotional Items and Advertising**

- e.g., TB program or health department labeled pens, coasters, banners

TB Clinic Renovations**1.3. State TB Mandates**

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

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

A. Local Detention

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

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

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

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

B. Local Health Officer or Designee

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

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

C. Counsel to Non-indigent Tuberculosis Patients

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

1.4. Equipment and Services for Electronic Directly Observed Therapy

Contractors using local assistance award funds to purchase equipment (e.g., cell phones or webcams) or services (e.g., cell phone service or eDOT vendor contracts) for electronic directly observed therapy (eDOT) must certify in writing that they have a written eDOT policy and procedures. Contractors are responsible for ensuring methods used are in compliance with the Health Insurance Portability and Accessibility Act of 1996 and any other applicable privacy laws.¹ LHJs should review the CDPH-CTCA "Joint Guidelines for Electronic Directly Observed Therapy (eDOT) Program Protocols in California"² and contact their assigned CDPH TBCB Program Liaison for assistance (see [Part 1 Section 5.8](#)).

1.5. TB Medication Expenditures

Base awards may be a combination of state and federal funds. Fund source and anticipated dollar amount is included on the Notice of Award. To comply with federal restrictions on fund

¹ A link to the [Health Insurance Portability and Accountability Act of 1996 \(HIPAA\)](https://www.hhs.gov/hipaa/for-professionals/index.html) can be found on the Health and Human Services (hhs.gov/hipaa/for-professionals/index.html) website.

² [CDPH-CTCA Joint Guidelines for Electronic Directly Observed Therapy \(eDOT\) Program Protocols in California](https://ctca.org/wp-content/uploads/2018/11/CDPH_CTCA-eDOT-Guidelines-Cleared-081116.pdf) (ctca.org/wp-content/uploads/2018/11/CDPH_CTCA-eDOT-Guidelines-Cleared-081116.pdf)

use, reimbursement of medication expenditures is limited to the amount of the state fund portion of the award.

1.6. Expense Allowability and Fiscal Documentation

Contractors must maintain records reflecting actual expenditures for FY 2024-2025.

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

1.7. Payment and Recovery of Overpayments

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

1.8. Additional Guidance for Base Award Use

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

A. Purpose of Housing Personnel Funds

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

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

The Housing Personnel funds in the Base Award are not intended for FSIE expenditures. Separate funds have been set aside for FSIE expenditures. All LHJs receiving a Base Award also receive an FSIE Allotment.

B. Eligible Expenditures

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

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

2. Use of Food, Shelter, Incentives and Enablers Allotment Funds

FSIE Allotment funds are to be used to improve adherence and motivate patients to successfully complete treatment. Incentives are tailored rewards that encourage or acknowledge patient treatment adherence (e.g. gas, grocery, or restaurant gift cards, movie tickets, or a small toy for a child). Enablers are practical items that facilitate patient treatment adherence by overcoming barriers (e.g., assistance with transportation to a treatment or clinic appointment, social service referrals, or housing support; in addition to gas, grocery, or restaurant gift cards).

FSIE Allotment funds may be used to provide food, incentives and enablers for patients with confirmed TB and their contacts and for patients suspected of having TB. Funds may also be used to provide shelter for patients with confirmed TB and for patients suspected of having TB who are experiencing homelessness or at risk of experiencing homelessness (See [Part 2 Section 2.2](#) for the definition of homeless).

For more information on strategies to help promote patient treatment adherence, please contact your assigned CDPH TBCB Program Liaison (see [Part 1 Section 5.8](#)).

Recipients receive a single Letter of Award specifying the amounts of the Base Award and the amount of the FSIE Allotment. All or part of an award can be used for FSIE expenditures. Recipients should allocate funds from their award for FSIE expenditures before requesting Additional FSIE Allotment funds.

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

Contractors will provide in-person DOT or eDOT for patients with confirmed TB and for patients suspected of having TB that are housed using local assistance award funds. For additional requirements, please see the “Policy for Housing Patients with Confirmed or Suspected Tuberculosis who are Considered Infectious.”¹

2.2. Definition of Persons Experiencing Homelessness

This definition is taken from the CDC Report of Verified Case of Tuberculosis Instruction Manual.² A person experiencing homelessness may be defined as:

- An individual who lacks a fixed, regular, and adequate nighttime residence
- An individual who has a primary nighttime residence that is:
 - A supervised publicly or privately operated shelter designed to provide temporary living accommodations (including welfare hotels, congregate shelters, and transitional housing for the mentally ill); or
 - An institution that provides a temporary residence for individuals intended to be institutionalized; or
 - A public or private place not designated for, or ordinarily used as, a regular sleeping accommodation for human beings.

A person experiencing homelessness may also be defined as a person who has no home (e.g., is not paying rent, does not own a home, and is not steadily living with relatives or friends). Persons in unstable housing situations (e.g., alternating between multiple residences for short stays of uncertain duration) may also be considered homeless.

A person experiencing homelessness may be a person who lacks customary and regular access to a conventional dwelling or residence. Included as homeless are persons who live on streets or in nonresidential buildings. Also included are residents of homeless shelters and shelters for battered women. Residents of welfare hotels and single room occupancy (SRO) hotels could also be considered to be experiencing homelessness. In the rural setting, where there are usually few shelters, a person experiencing homelessness may live in non-residential structures, or substandard housing, or with relatives. Persons who are in a correctional setting are not considered to be experiencing homelessness.

2.3. Using FSIE Funds for Hospitalization of TB Patients Experiencing Homelessness

By providing funds to house TB patients experiencing homelessness, it was the intent of the 1997-1998 State Budget Initiative to improve completion of therapy for TB, decrease the need for detention of TB patients experiencing homelessness, and decrease the number of TB patients experiencing homelessness that are lost to follow-up. The Initiative was also designed

¹ CDPH TBCB. Policy for Housing Patients with Confirmed or Suspected Tuberculosis who are Considered Infectious. Can be found on the [Tuberculosis Guidelines and Regulations](https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/TB-Guidelines-and-Regulations.aspx) (cdph.ca.gov/Programs/CID/DCDC/Pages/TB-Guidelines-and-Regulations.aspx) webpage under Guidelines and Regulations.

² [CDC. \(2020\) Report of Verified Case of Tuberculosis \(RVCT\) Instruction Manual](https://www.cdc.gov/tb/programs/rvct/InstructionManual.pdf) (cdc.gov/tb/programs/rvct/InstructionManual.pdf)

to reduce the need for hospitalization of TB patients experiencing homelessness. CDPH TBCB recognizes, however, that when no other form of housing is available, or the patient is acutely ill, there may still be a need to hospitalize a TB patient who is experiencing homelessness.

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

- The patient is unhoused at the time of hospital admission.
- The patient is infectious or too ill to place in any other available housing. This must be clearly documented by the health department in the patient's chart.
- All other payer sources have been explored and found inadequate or unavailable.
- The patient is not eligible for Medi-Cal because of higher income or immigration status.
 - Some patients may have incomes just over the Medi-Cal eligibility threshold and may not have other insurance. Note that immigrants who are undocumented do not qualify to purchase insurance through CoveredCA.
 - Through December 2023, patients age 26 to 49, who are not eligible for full-scope Medi-Cal due to their immigration status, may be eligible for Emergency Medi-Cal services if they are acutely ill and need hospitalization. Patients without qualifying immigration status may obtain full-scope Medi-Cal coverage by claiming PRUCOL (Permanent Residence Under Color of Law) status. Contact your assigned CDPH TBCB Program Liaison (see [Part 1 Section 5.8](#)) for more information about the application process for persons with PRUCOL status.
 - As of May 2022, residents age 0 to 25 as well as age 50 and older qualify for full-scope Medi-Cal regardless of immigration status.
 - As of January 2024, immigrants who are age 26-49 are eligible for full-scope Medi-Cal regardless of immigration status.
- The patient is not under an order of detention as stated in H&SC Section 121365(d), (e). CDPH TBCB has a separate request and reimbursement process for Civil Detention funding (see [Part 2 Section 5](#)). Each proposed detention should be discussed with your assigned CDPH TBCB Program Liaison and/or Civil Detention Coordinator (see [Part 1 Section 5.8](#)) as soon as the possible need for detention arises. While both H&SC Section 121365(d) and (g) require the isolation of the patient, H&SC Section 121365(g) does not require that the patient be detained.

Additionally, as required by H&SC Sections 121361 and 121362, the hospital must submit a written treatment plan to the health department of the county where the hospital is located and receive approval prior to discharging or transferring the patient. Approval is not required for transfer to a general acute care hospital when the transfer is due to an immediate need for a higher level of care. The health department should develop a plan for housing TB patients experiencing homelessness. For consultation on developing a plan, please contact your assigned CDPH TBCB Program Liaison (see [Part 1 Section 5.8](#)). LHJs considering use of the FSIE Allotment to cover part or all of the cost of hospitalization should contact TBCB for approval.

3. Additional Food, Shelter, Incentives and Enablers Allotment Funds

Additional FSIE Allotment funds are intended for LHJs that have not received a FSIE Allotment, have expended their full FSIE Allotment, or project to do so before the end of the fiscal year.

Additional FSIE Allotment funds may be requested by and awarded to LHJs in accordance with the following criteria:

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

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

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

4. Special Needs Funds Awards

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

Special Needs Funds may be requested by and awarded to LHJs in accordance with the following guidance:

- CDPH TBCB should be the funding source of last resort for special needs expenditures. The Contractor must attempt to find resources that will allow the local TB control program to provide the necessary services to the TB patient.
- Eligible expenditures include support for additional personnel, benefits, travel, translation services, laboratory testing, supplies and services such as a portable X-ray van to conduct on-site screening of contacts for active TB disease and/or other allowable expenditures needed to assist with TB control activities.
- Ineligible expenditures include in-patient care, support for routine, on-going TB control activities, “not allowed” expenses under [Part 2 Section 1.2](#) and any expenditure that can be covered by another source of funds. Use of Special Needs Funds for anti-TB medications is dependent on funding source (check with your assigned CDPH TBCB Fiscal Analyst) for availability.
- LHJs that receive federal funds directly from CDC through a Tuberculosis Cooperative Agreement with CDC are only eligible for state funds, when available.

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

5. Civil Detention Funds Awards

Civil Detention Funds are made available when possible to LHJs that need resources to detain persistently non-adherent TB patients. Funding is considered on a case-by-case basis. H&SC Section 121358(a) prohibits the use of these funds for detentions carried out in correctional facilities. See [Part 2 Section 5.1](#) for allowable civil detention expenditures and [Part 2 Section 5.2](#) for non-allowable civil detention expenditures.

Civil Detention Funds may be requested by and awarded to LHJs in accordance with the following guidance:

- CDPH TBCB should be the funding source of last resort for civil detention expenditures. The Contractor must attempt to find resources that will allow the local TB control program to provide the necessary services to the TB patient.
- LHJs requesting Civil Detention Funds must file with CDPH TBCB a current “Plan for the Detention of Persistently Non-Adherent Tuberculosis Patients.” A template is available upon request.
- Reimbursement of up to \$285 per day, based on the facility type, may be requested for the cost of detention for isolation (H&SC Section 121365[d]).
- Reimbursement may be requested for costs associated with the completion of therapy (H&SC Section 121365[e]).
- Reimbursement may be requested for the actual cost of counsel provided to a non-indigent TB patient, upon request of the patient who is subject to an order of civil detention issued by the Local Health Officer. Services provided by counsel include representation of the TB patient at any court review of the order of detention required by H&SC Section 121451.

LHJs may request Civil Detention Funds as soon as the need has been identified, discussed with your assigned CDPH TBCB Program Liaison and/or Civil Detention Coordinator (see [Part 1 Section 5.8](#)), and recommended for approval.

Requests will be reviewed and if approved, a letter of award will be issued. Instructions for submitting requests and invoicing for reimbursement are located in [Part 3 Section 5](#). For additional information, please contact your assigned CDPH TBCB Fiscal Analyst.

5.1. Allowable Civil Detention Expenditures

All civil detention reimbursement requests are reviewed on a case-by-case basis. Proof of third-party payer non-eligibility must be provided to TBCB prior to invoice payment.

- Room Accommodation
 - Including access to toileting and bathing, meals, housekeeping, laundry, provision of nursing care for administration of TB medication by DOT and visitation procedures.
- Health or Other Treatment Facility
 - Acute Care Hospital (up to \$285 per day)
 - Skilled Nursing Facility (up to \$285 per day)

- Alcohol and Drug Rehabilitation Facility (\$50 per day)
- Mental Health Rehabilitation Center (up to \$285 per day)
- Other Health Care/Treatment Facility (up to \$285 per day)
- Motel with elopement prevention measures (up to \$285 per day)
- Other Expenditures
- Additional Patient Services
 - Provision of TB clinical services for medical evaluation, monitoring, and follow-up
 - Mental health, substance abuse and spiritual counseling
 - Counsel for a non-indigent TB patient, upon request of the patient who is subject to an order of civil detention issued by the Local Health Officer. Services provided by counsel include representation of the TB patient at any court review of the order of detention required by H&SC Section 121451.
 - Recreation
 - Elopement prevention
 - May include: 24-hour security, security guard, closed circuit television, electronic monitoring, alarm on doors, and electronic keypad for entry and exit
- Medication
 - The most cost-efficient method of purchasing TB medication must be utilized (i.e., third-party payer, or a discounted drug purchasing program).
- Transportation
 - Ground transportation to and from a regional civil detention site on a pre-approved case-by-case basis.

5.2 Non-allowable Civil Detention Expenditures

These expenditures will not be approved for reimbursement:

- Detention in a correctional facility
- Personal monitoring devices (unless court-ordered)
- Detention in a private residence
- Air transportation within the state of California

6. Local Assistance Award Reimbursement

- CDPH TBCB reimburses the Contractor in arrears for actual expenditures in accordance with an approved and accepted award
- Reimbursement occurs only after CDPH TBCB has received a signed Acceptance of Award form, provided with the Letter of Award
- Reimbursement is contingent upon CDPH TBCB approval of Contractor expenditures submitted by invoice
- Reimbursement will be withheld if CDPH TBCB determines that the Contractor is not adhering to the terms and conditions described in the Standards and Procedures Manual
- It is mutually agreed that if the State of California Budget Act of the current year or the federal budget covered under these TB local assistance awards does not appropriate sufficient funds for the TB program, the awards shall be of no further force and effect. In this event, CDPH TBCB shall have no liability to pay any funds whatsoever to Contractors

or to furnish any other considerations under this agreement and Contractors shall not be obligated to perform any provisions of TB local assistance awards.

- If state or federal funding for any fiscal year is reduced or deleted for purposes of this program, CDPH TBCB shall have the option to either cancel this agreement with no liability occurring to the State, or offer an amendment to Contractor to reflect a reduced amount
- Total reimbursement shall not exceed the sum specified in the letter of award for Base Award, FSIE Allotment, Additional FSIE Allotment, Special Needs Funds Award or Civil Detention Funds Award
- Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927
- LHJs experiencing events that necessitate acute and non-enduring TB control activities for which no other funds are available, such as extended CIs, cases of MDR TB, and outbreaks may request Special Needs Funds (see [Part 2 Section 4](#)). Reimbursement for Base Award, FSIE Allotment, Additional FSIE Allotment, Special Needs Funds Award and Civil Detention Funds Award will not be made more frequently than quarterly unless noted in the Letter of Award.
- A final undisputed invoice shall be submitted for payment no more than 60 calendar days following the expiration or termination date of a TB local assistance award, unless a later or alternate deadline is agreed to in writing by your assigned CDPH TBCB Fiscal Analyst. Said invoice should be clearly marked "Final Invoice," indicating that all payment obligations of TBCB under this agreement have ceased and that no further payments are due or outstanding. CDPH TBCB may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written approval of an alternate final invoice deadline.

Part 3 - Procedures

1. Application Details

1.1. Completing Your Base Award Application: Required Forms and Information

Applications must be completed in accordance with the guidance provided in this document. The Base Award application packet must include:

- TBCB Subrecipient Eligibility Form (signed if applicable)
- Active SAM registration screenshot (if applicable)
- Most current Single Audit; or financial and performance evaluations if agency is exempt from the Single Audit Requirement
- Special Terms and Conditions–Additional Provisions–Federal Terms and Conditions; Exhibit F (signed if applicable)
- Darfur Contracting Act (signed if applicable)
- Contractor Certification Clauses (signed if applicable)
- Certification of Established Electronic Observed Therapy (eDOT) Policies and Procedures (signed if applicable)
- Tuberculosis Control Program organizational chart
- Base Award Application Budget workbook (submit in Excel format with the following file naming convention: LHJ Name_FY 2024-2025 Local Assistance Base Award Application Budget)
 - Program Contacts
 - Detail Budget
 - Line item justifications
 - Funding Matrix
 - Summary Budget
- Base Award Application Budget summary page (signed)
- Allocation of Personnel Matrix (submit in Excel format)

The Subrecipient Eligibility form, all certification forms, Budget workbook, and Allocation of Personnel Matrix are included with the request for application email. All forms (if applicable) require an authorized original signature (electronic or in blue ink).

Submit the Base Award application packet electronically to tbcbawards@cdph.ca.gov with the following file naming convention: LHJ Name_FY 2024-2025 Local Assistance Base Award Application.

For questions regarding the Base Award application process, please contact your assigned CDPH TBCB Fiscal Analyst by telephone or email.

1.2. Completing Your Base Award Budget

A. Salary Savings and the Contractor's Initial Budget

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

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

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

Note: DOT is not reimbursable through Medi-Cal Managed Care Plans (MCP), and it is not necessary to bill an MCP and have the claim denied first. DOT should be billed directly to DHCS through the fee-for-service process. Only local health departments are eligible for DOT reimbursement, not providers. DOT is reimbursable whether delivered in-person, or through telehealth: both synchronous *or* asynchronous modalities are reimbursable. In addition, more than one DOT service per day is reimbursable, if necessary and the need is documented (e.g., MDR-TB or other condition).

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

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

Suggested options for structuring your budget:

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

C. Federal Executive Level II Salary Cap

TB funding that consists of a combination of state and federal funds is subject to the Federal Executive Level II salary cap. The cap amount can be found at the [NIH Grants &](#)

[Funding Policy and Compliance](https://grants.nih.gov/grants/policy/salcap_summary.htm) (grants.nih.gov/grants/policy/salcap_summary.htm) webpage. On a federally funded award, Contractors may budget and invoice up to the salary cap amount. Any overage must be charged to a non-federal source such as local funds.

For Base Award budgets, LHJs should use the Federal Executive Level II amount for those staff members whose base salary is above the cap. The Total Annual Salary Amount is Base Salary times Effort on Project. The amount covered by local funds is the Total Annual Salary Amount minus the Capped Annual Salary Amount.

Below is an example for staff with a base salary of \$224,934 and an Executive Level II salary cap of \$221,900 for the award period:

Base Salary	Effort on Project	Total Salary Amount	Cap Amount	Amount Effort on Project	Capped Total Salary Amount
\$224,934	100%	\$224,934	\$221,900	100%	\$221,900

Example Detailed Budget for Base Award Application

Title	New/Cont	Annual	FTE	Months	Amount
1. Medical Doctor	Cont.	\$221,900	1.0	12	\$221,900

Invoicing for the Capped Total Salary Amount each quarter

Base Salary	Effort on Project	Total Quarterly Salary Amount	Cap Amount	Amount Effort on Project	Capped Total Quarterly Salary Amount	Above Cap Quarterly Amount Covered by Local Funds
\$224,934	100%	\$56,234	\$221,900	100%	\$55,475	\$759

For questions about the Federal Executive Level II salary cap, contact your assigned CDPH TBCB Fiscal Analyst.

D. Personnel Costs (Benefit and Non-Benefit)

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

- Summary Budget
 - Personnel (With Benefit) line item category
 - Total amount budgeted for benefited personnel will calculate from the Detail Budget tab
 - Personnel (Non-Benefit) line item category
 - Enter the total amount budgeted for non-benefited personnel and miscellaneous personnel items
- Detailed Budget
 - Personnel (With Benefit) line item category

List and consecutively number each benefited position as a separate line item (see [Example of Detailed Budget](#) below). For each position listed, include the following information:

- Position title
- Indicate if the position is new or continuing
- Annual salary
- Full time equivalent (FTE)
- Total Line Item Amount

Example of Detailed Budget

Personnel - With benefits (title, new or continuing, annual salary, FTE, months)

Title	New/Cont	Annual	FTE	Months	Amount
1. Medical Doctor	New	\$203,700	.05	12	\$10,185
2. Community Worker	Cont.	\$35,000	1.0	12	\$35,000
3. Community Worker	Cont.	\$36,800	0.8	12	\$29,440
4. Epidemiologist	New	\$60,000	1.0	12	\$60,000
Total Personnel (with benefits)					\$134,625

Benefits (rate, actual salary)

Title		Rate	Actual Salary	Amount
1. Medical Doctor		32%	\$10,185	\$3,259
2. Community Worker		40%	\$35,000	\$14,000
3. Community Worker		40%	\$29,440	\$11,776
4. Epidemiologist		32%	\$60,000	\$19,200
Total Benefits				\$48,235

Personnel – Non-benefit (title, new or continuing, annual salary, FTE, months)

Title	New/Cont	Base Amount	Rate	Months	Amount
1. Community Worker	New	\$38,000	0.5	12	\$19,000
1. Bilingual Bonus		\$80/mo	9	12	\$8,640
Total Personnel (Non-Benefit)					\$27,640

TOTAL PERSONNEL SERVICES \$210,500

- Line Item Justification
 - Include the following information for each position listed in the Detailed Budget (see [Example of Line Item Justification](#) below):
 - Position Title
 - Name(s) of the individual(s) filling the position. State “vacant” if position(s) is/are not filled

- Brief summary of the duties for the position; describe how the position contributes to conducting Strategy One and/or Strategy Two activities (see [Part 1 Section 4](#))
- Identify personnel salaried above the Federal Executive Level II salary cap
- Identify personnel funded with Housing Personnel funds, their activities, and the amount of FTE that match the criteria for the use of these dollars
- Identify personnel fulfilling the duties of a Correctional Liaison (see [Part 3 Section 1.2 N](#))
- Identify personnel fulfilling the duties of a Linkage to Care Liaison for civil surgeon referrals (see [Part 3 Section 1.2 O](#))

Example of Line Item Justification

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

E. Benefits

Benefit rates of greater than 53% must be justified. Submit official documentation of the rate, as well as a breakdown of the benefits.

Benefit information is required on the Summary and Detailed Budget sheets:

- Summary Budget – Benefits line item category
 - Total amount budgeted for benefits will calculate from the Detailed Budget tab
- Detailed Budget – Benefits line item category
 - Enter the benefit rate, actual salary and the amount of benefits budgeted for each position listed in the Personnel (Benefit) category (see [Example of Detailed Budget](#) on page 24)

F. Miscellaneous Personnel Line Items

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

- Summary Budget – Personnel (Non-Benefit) line item category
 - Include in the total amount budgeted for miscellaneous personnel line items
- Detailed Budget – Personnel (Non-Benefit) line item category
 - List any miscellaneous personnel line items as separate line items (see [Example of Detailed Budget](#) on page 24)
- Line Item Justification
 - For each miscellaneous personnel item listed in the Detailed Budget, include the following information in the Line Item Justification:
 - Name of the line item
 - A brief justification describing how line items assist staff in meeting identified program needs

Example of Personnel (non-benefit) Justification

Bilingual Bonus

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

G. Travel and Per Diem

Reimbursement for travel and per diem expenses shall be in accordance with California Department of Human Resources policies for state employees (in-State travel only):¹

- Mileage – Private Car: \$0.67 per mile
 - Contractors must maintain a travel log that includes the traveler’s name, purpose of the trip (e.g., DOT visit), date(s) of travel, and the total mileage for the trip
- Daily Subsistence Rates (when travel exceeds 24 consecutive hours)
 - Reimbursement is made for actual expenditures not exceeding the following maximum allowable amounts:
 - \$13.00 Breakfast
 - \$15.00 Lunch
 - \$26.00 Dinner
 - \$5.00 Incidentals (reimbursement for fees and tips given to porters, baggage carriers and hotel staff)
- Lodging Rates by County
 - Reimbursement is made for actual receipted expenditures not exceeding the following maximum designated nightly amounts by county:

¹ [CalHR Travel Reimbursements](http://calhr.ca.gov/employees/Pages/travel-reimbursements.aspx) (calhr.ca.gov/employees/Pages/travel-reimbursements.aspx)

- For all counties except the below: up to \$107 plus tax
- Alameda County: up to \$189 plus tax
- Marin County: up to \$166 plus tax
- Monterey County: up to \$184 plus tax
- Napa County: up to \$195 plus tax
- Riverside County: up to \$142 plus tax
- San Diego County: up to \$194 plus tax
- San Mateo County: up to \$222 plus tax
- Santa Clara County: up to \$245 plus tax
- Santa Monica City: up to \$270 plus tax
- San Francisco City and County: up to \$270 plus tax
- Los Angeles, Orange and Ventura counties: up to \$169 plus tax

All travel and per diem expenses invoiced must be for actual amounts. LHJ personnel traveling on Base Award dollars should maintain receipts for all claimed expenses. Lodging without a receipt will not be reimbursed.

Budget information is required on the Summary, Detailed Budget and Line Item Justification forms:

- Summary Budget – Travel line item category
 - Total amount of combined travel and per diem will calculate from the Detailed Budget tab.
- Detailed Budget – Travel line item category
 - List projected within jurisdiction travel separately from out-of-jurisdiction travel
 - For within jurisdiction travel, indicate the number of miles and mileage rate
 - For out of jurisdiction travel, indicate travel and per diem expenses separately
- Line Item Justification
 - For within jurisdiction and out of jurisdiction travel and per diem, briefly describe purpose of travel. If applicable, identify the dollar amount of Housing Personnel funds and how the proposed activities meet the criteria for the use of these funds (see [Example of Travel Justification using Housing Personnel Funds](#) below and [Part 2 Section 1.8](#) for guidance on the use of Housing Personnel funds).

Example of Travel Justification using Housing Personnel Funds

Within jurisdiction travel is required for community outreach workers and public health nurses to perform DOT, patient interviewing, and CI.

Out of jurisdiction travel is required for medical, nursing and other health professional staff to participate in continuing education through the annual CTCA conferences.

H. Equipment

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

- Major equipment/property: A tangible or intangible item having a base unit cost of \$2,500 or more with a life expectancy of one year or more and is either furnished by CDPH TBCB or the cost is reimbursed through this Agreement.
- Minor equipment/property: A tangible item having a base unit cost of less than \$2,500 with a life expectancy of one year or more and is either furnished by CDPH TBCB or the cost is reimbursed through this Agreement.

Note: CDPH TBCB requires that major equipment purchased with state funds be documented on the “Contractor Equipment Purchased with CDPH TBCB Funds” form. Contractors should request a form from their assigned TBCB Fiscal Analyst prior to invoicing and return the completed form to TBCB with the invoice for the purchase.

- Approval to purchase equipment is contingent upon Contractor’s ability to demonstrate that the purchase is a cost-effective means to meet a need related to the control and prevention of TB, best accomplished by clearly stating the purpose of the equipment.
- Contractor must contact Fiscal Analyst prior to any purchase of \$2,500 or more for equipment and services related to such equipment. The Contractor must provide in its request for approval all particulars necessary for evaluating the justification of incurring such costs.
- All equipment and products purchased should be American-made, to the greatest extent possible
- Contractors using CDPH TBCB local assistance award funds to purchase video or other electronic equipment or services for electronic directly observed therapy must have an eDOT policy and procedures in place and submit a signed “Certification of Established Electronic Observed Therapy (eDOT) Policy and Procedures” prior to equipment purchase. An eDOT certification is included with the “Request for Application” email and is also available upon request.
 - Summary Budget – Equipment line category
 - Total amount of all equipment purchases will be calculated from the Detail Budget tab.
 - Detailed Budget – Equipment line item category
 - Itemize equipment purchases and include:
 - The number of units, cost per unit, and total cost
 - Make and model number
 - Line Item Justification
 - Briefly describe how the equipment will enhance ability to conduct TB prevention and control activities.

I. Supplies

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

- Summary Budget
 - List the total amount for all supplies to be purchased
- Detailed Budget

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

Example of Supplies Detailed Budget

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

J. Anti-TB Medication

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

- Summary Budget – Anti-TB medication line item category
 - Include in the total amount budgeted for anti-TB medications
- Detailed Budget – Anti-TB medication line item category
 - Itemize anti-TB medication you will purchase with the dollar amount for each drug (see Example of Anti-TB Medication Detailed Budget below):

Example of Anti-TB Medication Detailed Budget

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

K. Subcontracts

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

- Summary Budget – Contractual line item category
 - Total amount of all subcontracts (e.g., purchase agreements and service contracts) will calculate from the Detail tab

- Detailed Budget – Contractual line item category
 - Itemize each subcontract on the detailed budget sheet.
 - List the name of each subcontract organization
 - Indicate the period of service
 - Specify total dollar amount of each subcontract
 - Specify personnel and/or services, equipment and other costs for each subcontract. Provide the same details for personnel, benefits, travel, equipment, supplies and other costs covered under the subcontract as is required for the Base Award detailed budget section.
- Line Item Justification
 - Briefly describe the following:
 - Purpose of the subcontract
 - Scope of work: Describe in outcome terms the specific services to be performed. Deliverables should be clearly defined.
 - Method of selection: State whether the contact is sole-source or competitively bid. If the organization is the sole source for the contact, include an explanation as to why this institution is the only one able to perform the service.
 - Method of Accountability: Describe how the progress and performance of the contractor will be monitored throughout the contract period. Identify who will be responsible for supervising the contract. Include a schedule and description of the types and quantity of the services and/or product(s) to be delivered.
 - If applicable, identify the dollar amount of Housing Personnel funds and how the subcontract meets the criteria for the use of these funds (see [Part 2 Section 1.8](#) for guidance on the use of Housing Personnel funds).

L. Other Line Items

This line item is used for other direct costs that have not been listed elsewhere, and local detention activities as described in Health and Safety Code Section 121451.

- Summary Budget – Other line item category
 - Enter the total amount of Other category line items
- Detailed Budget – Other line item category
 - Itemize each type of expenditure
- Line Item Justification
 - Provide a brief justification for all items listed in the Detailed Budget – Other Category

M. Food, Shelter, Incentives and Enablers

This line item is used for the Food, Shelter, Incentives and Enablers Allotment amount that is included on the Letter of Award.

- Detailed Budget – Type the FSIE Allotment amount
- Summary Budget – The FSIE Allotment amount will calculate from the Detailed Budget
- Line Item Justification
 - Provide a brief justification for how the FSIE allotment funds will be used to improve adherence and to ensure that patients successfully complete treatment.

N. Indirect Cost

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

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

Reduced Indirect Costs

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

O. Designation of a Correctional Liaison

Ensuring continuity of care for TB patients who transfer between correctional facilities and/or detention facilities and the community is an important TB prevention and control activity. Each jurisdiction should identify its needs and determine those duties that are most appropriate for their Correctional Liaison. The NTCA Public Health TB Corrections Liaison Model Duty Statement and Core Competencies¹ may be useful in determining these duties.

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

To identify the designee in your application package:

- If this position is supported through local assistance subvention funds, include the following statement in the line item justification: "Fulfills the duties of a Correctional Liaison."

¹ [NTCA. \(2015\) Public Health TB Corrections Liaison Model Duty Statement](https://tbcontrollers.org/docs/CoreCompetencies/Corrections_Liaison_Competencies_09-2015.pdf)

(tbcontrollers.org/docs/CoreCompetencies/Corrections_Liaison_Competencies_09-2015.pdf)

² [CTCA Directory of Public Health Staff](https://ctca.org/wp-content/uploads/CTCA-Directory.pdf) (ctca.org/wp-content/uploads/CTCA-Directory.pdf)

- If the Correctional Liaison is supported through other funds, then indicate the name and position classification of the staff member responsible for fulfilling these duties in the cover letter included with the submission.

P. Designation of a Linkage to Care Liaison for Civil Surgeon Referrals

Ensuring linkage to care or referral of individuals with suspected TB and LTBI to care is an important TB prevention and control activity. Persons seeking adjustment of their immigration status have TB testing performed by civil surgeons; civil surgeons are required to report those with LTBI to the local health department. Each jurisdiction should identify a Linkage to Care Liaison for civil surgeon referrals who is responsible for responding to inquiries from civil surgeons and helping persons with LTBI to be linked to treatment. The sites of care for LTBI treatment may include health department clinics, community clinics, primary care providers, or other providers designated by your program.

The designee would be a staff member who serves as a point of contact and lead for your program for responding to inquiries from civil surgeons. Reporting and care linkages may be handled by a number of persons but a point of contact or lead for TB prevention for civil surgeons should be identified.

To identify the designee in your application package:

- If this position is supported through local assistance subvention funds, include the following statement in the line item justification: “Fulfills the duties of a Linkage to Care Liaison for civil surgeon referrals.”
- If the Linkage to Care Liaison is supported through other funds, then indicate the name and position classification of the staff member responsible for fulfilling these duties in the cover letter included with the submission.

1.3. Submitting Your Base Award Application

Submit by Friday, March 15, 2024, electronically to TBCB.Awards@cdph.ca.gov.

1.4. Receiving Your Base Award

CDPH TBCB issues a Letter of Award to the LHJ upon approval of the application package. The total Base Award, comprised of state and federal funds, includes Housing Personnel funds and an FSIE Allotment, both comprised of state funds only. Enclosed with the Letter of Award is an Acceptance of Award form to be completed and returned with an authorized signature.

1.5. Accepting Your Base Award

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

1.6. Managing Your Base Award and FSIE Allotment

A. Submitting Base Award Invoices

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

Invoices should be signed by an authorized representative, certifying that the expenditures claimed represent actual expenses, and submitted on the Contractor's letterhead quarterly (see [Part 3 Section 1.6 A.2](#)) in arrears, electronically to TBCB.Awards@cdph.ca.gov.

The official signature(s) can be electronic or in blue ink.

1. Guidance for Submitting Base Award Invoices

To facilitate timely reimbursement, use the current Base Award invoice template available on the [CDPH TBCB Resources for Local Health Departments](https://cdph.ca.gov/Programs/CID/DCDC/Pages/TB-Resources-for-LHDs.aspx) (cdph.ca.gov/Programs/CID/DCDC/Pages/TB-Resources-for-LHDs.aspx) webpage under FY 2024-2025 TB Funding for LHJs.

Include the following information:

- Invoice number (e.g., 24XXBASE00-Q1, 24XXBASE00-Q2)
- Billing period
- Award number (e.g., 24XXBASE00)
- Amount to be reimbursed by line item category
 - For Personnel, include name, title, salary and benefit detail
 - Reimbursement for allowable travel and per diem expenses (in-state only) will be reimbursed using state rates. See [Part 3 Section 1.2 G](#) for details.
 - For Equipment, include item detail (type and cost for each). For equipment expenditures, CDPH TBCB reserves the right to request evidence of payment purchase, e.g., official county purchase order, and a brief description of the item(s) purchased including make and model number.
 - Under Supplies, include office, medical and laboratory supplies
 - Anti-TB medications should be included as a separate line item. Request for reimbursement must not exceed the state portion of the Base Award.
 - Provide detail regarding amount to be reimbursed under Other, including local detention activities (as described in Health and Safety Code Section 121451)
 - Food, Shelter, Incentives and Enablers: Amount to be reimbursed by line item and the following detail:
 - For shelter include: the TB case RVCT or CalREDIE number or the local TB suspect ID number, name of lodging location, cost per day, number of days, and total cost. Please do not submit any patient identifiers, such as name, address, or birth date.
 - For patients receiving housing assistance and/or shelter: verify and indicate that treatment was administered via DOT during the time housing was provided.
 - For food items, meals, incentives, enablers: itemize and cross-foot (e.g., 20 personal hygiene kits @ \$3.50, total \$70; 100 bus vouchers @ \$1.00, total \$100; 50 food coupons @ \$3.00, total \$150)

- It is not necessary to submit evidence of FSIE expenditures. However, Contractors are required to maintain this documentation. Please contact your assigned CDPH TBCB Fiscal Analyst for more information regarding record retention requirements.
- CDPH TBCB will review the balance of unexpended FSIE funds and redistribute these funds to Contractors that have requested additional funds. By failing to contact TBCB to request a submission extension for second or fourth quarter invoices, Contractors risk not receiving full payment for the invoiced amount if submitted past the deadline. For information about requesting additional FSIE, see [Part 3 Section 3](#).

It is not necessary to submit evidence of FSIE expenditures. However, Contractors are required to maintain this documentation. Please contact your assigned CDPH TBCB Fiscal Analyst for more information regarding record retention requirements

- Remit to address

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

2. Award Invoice Due Dates and Requests for Extensions

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

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

B. Budget Revision Process

1. General Standards

- Submit budget revision requests to the TBCB for approval when adding new personnel, equipment, or contractual line items.

- For all other line items, budget revision requests are to be submitted to TBCB for approval when changes total \$1,000 or are greater than or equal to 25% of the total award, whichever is greater.
- Budget revision requests are to be made four weeks prior to anticipated expenditures
- The assigned CDPH TBCB Fiscal Analyst will confirm in writing approval of modified budget requests. No reimbursements can be made for revised budget expenses until approval has been granted.
- TBCB does not give verbal approval for budget revisions.

2. Requesting a Budget Revision

- General Requirements
 - Complete the Budget Revision Request Form, and line item justification. to CDPH TBCB by email
 - Before preparing the budget revision, review the list of Allowable Expenditures (see [Part 2 Section 1.1](#))
 - If the Budget Revision Request includes the addition of new staff positions, revise the Allocation of Personnel Matrix
 - If the Budget Revision Request changes the distribution of expenses, submit a Revised Funding Matrix.
- Completing the Budget Revision Request
 - To facilitate timely review, use the Base Award Budget Revision Request template available on the [CDPH TBCB Resources for Local Health Departments](#) (cdph.ca.gov/Programs/CID/DCDC/Pages/TB-Resources-for-LHDs.aspx) webpage under FY 2024-2025 TB Funding for LHJs.
 - Include a complete narrative justification for each revised line item. The justification should clearly describe how each proposed revision to the approved budget would enhance the TB program's ability to achieve stated CDPH TBCB priorities (see [Part 1 Section 4.1](#)).
 - The following items, when appropriate, must be included when submitting revisions to the Personnel line item:
 - Itemized salary savings for each benefited and non-benefited personnel line item
 - For changes in employment status, include the employee's title, start date, and termination date (when applicable) in the justification section
 - A revised Personnel Matrix
 - A revised Funding Matrix
 - All required signatures

3. Notification of Action Taken on a Budget Revision Request

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

the request, if different from the contact person listed on the form.

1.7. Additional Required Forms

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

2. Process for Requesting and Invoicing Additional Food, Shelter, Incentives and Enablers Allotment Funds

- As soon as the need for Additional FSIE Allotment funds has been identified, contact your assigned CDPH TBCB Fiscal Analyst for assistance. Requests must be in accordance with the use of these funds as described in [Part 2 Section 3](#).
- If the request is approved, the Contractor will receive an Additional FSIE Allotment funds letter of award. As an official acknowledgement of receipt of the award, the Acceptance of Award must be returned to CDPH TBCB with an authorized signature electronically or in blue ink. By signing the Acceptance of Award, the recipient agrees to the conditions of the award as set forth by TBCB. Invoices for Additional FSIE Allotment funds expenditures will not be processed until the signed Acceptance of Award has been received.
- Contractors should provide a description and the outcome of attempts made to request funding from local or other sources (i.e., realignment funds). CDPH TBCB should be the payor of last resort for additional FSIE expenses.
- Additional FSIE Allotment funds should be invoiced separately using the Additional FSIE Allotment invoice template available on the [CDPH TBCB Resources for Local Health Departments](https://cdph.ca.gov/Programs/CID/DCDC/Pages/TB-Resources-for-LHDs.aspx) (cdph.ca.gov/Programs/CID/DCDC/Pages/TB-Resources-for-LHDs.aspx) webpage under FY 2024-2025 TB Funding for LHJs. Calculations for previous expenditures and remaining balance should be based on the approved Additional FSIE Allotment only, not the original FSIE Allotment. The invoice must include the authorized original signature(s) electronically or in blue ink.
- Invoices for Additional FSIE Allotment funds expenditures should be submitted on the same quarterly schedule and format as described in [Part 3 Section 1.6 B](#) of this manual. Expenditures invoiced must have occurred within the scheduled time period.
- Fourth quarter invoices for Additional FSIE Allotment funds expenditures must be submitted by August 15 following the award period (e.g., August 15, 2025 for the award period of July 1, 2024 – June 30, 2025). Invoices submitted after August 31 may not be considered for reimbursement.

3. Process for Requesting and Invoicing Special Needs Funds

- As soon as the need for Special Needs Funds has been identified, contact your assigned CDPH TBCB Fiscal Analyst for assistance. Requests must be in accordance with the use of these funds as described in [Part 2 Section 4](#).
- If the request is approved, the Contractor will receive a Special Needs Funds letter of award. As an official acknowledgement of receipt of the award, the Acceptance of Award

must be returned to CDPH TBCB with an authorized signature electronically or in blue ink. By signing the Acceptance of Award, the recipient agrees to the conditions of the award as set forth by TBCB. Invoices for Special Needs Funds will not be processed until the signed Acceptance of Award has been received.

- Contractors should provide a description and the outcome of attempts made to request funding from local or other sources (i.e., realignment funds). CDPH TBCB should be the payor of last resort for special needs expenses.
- Special Needs Funds should be invoiced using the Special Needs Funds invoice template available on the [CDPH TBCB Resources for Local Health Departments](https://cdph.ca.gov/Programs/CID/DCDC/Pages/TB-Resources-for-LHDs.aspx) (cdph.ca.gov/Programs/CID/DCDC/Pages/TB-Resources-for-LHDs.aspx) webpage under FY 2024-2025 TB Funding for LHJs. The invoice must include the authorized original signature(s) electronically or in blue ink.
- Invoices for Special Needs Funds expenditures should be submitted on the same quarterly schedule and format as described in [Part 3 Section 1.6 B](#) of this manual. Expenditures invoiced must have occurred within the scheduled time period.
- Fourth quarter invoices for Special Needs Funds expenditures must be submitted by August 15 following the award period (e.g., August 15, 2025 for the award period of July 1, 2024 – June 30, 2025). Invoices submitted after August 31 may not be considered for reimbursement.

4. Process for Requesting and Invoicing Civil Detention Funds

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

- As soon as the potential need for civil detention of a persistently non-adherent TB patient has been identified, contact your assigned CDPH TBCB Program Liaison and/or Civil Detention Coordinator (see [Part 1 Section 5.8](#)) for assistance. Available upon request, the “Procedure for Requesting Reimbursement for Civil Detention for a Persistently Non-Adherent Tuberculosis Patient” provides a complete description of the request process and required documentation. LHJs should also refer to the CDPH-CTCA “Guidelines for the Civil Detention of Persistently Non-Adherent Tuberculosis Patients in California.”¹
- As soon as the need for Civil Detention Funds has been discussed and recommended for approval, contact your assigned CDPH TBCB Fiscal Analyst for assistance. Requests must be in accordance with the use of these funds as described in [Part 2 Section 5](#).
- If the request is approved, the Contractor will receive a Civil Detention Funds letter of award. As an official acknowledgement of receipt of the award, the Acceptance of Award must be returned to CDPH TBCB with an authorized signature electronically or in blue ink. By signing the Acceptance of Award, the recipient agrees to the conditions of the award as

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

(ctca.org/wp-content/uploads/2018/11/FINLCivil_Detention092311_.pdf)

set forth by TBCB. Invoices for Civil Detention Funds will not be processed until the signed Acceptance of Award has been received.

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

- Contractors should provide a description and the outcome of attempts made to request funding from local or other sources (i.e., application for health benefits). CDPH TBCB should be the payor of last resort for civil detention expenses.
- Civil Detention Funds should be invoiced using the Civil Detention Funds invoice template available on the [CDPH TBCB Resources for Local Health Departments](https://cdph.ca.gov/Programs/CID/DCDC/Pages/TB-Resources-for-LHDs.aspx) (cdph.ca.gov/Programs/CID/DCDC/Pages/TB-Resources-for-LHDs.aspx) webpage under FY 2024-2025 TB Funding for LHJs. The invoice must include the authorized original signature(s) electronically or in blue ink.
- Invoices for Civil Detention Funds expenditures should be submitted on the same quarterly schedule and format as described in [Part 3 Section 1.6 B](#) of this manual. Expenditures invoiced must have occurred within the scheduled time period.
- Fourth quarter invoices for Civil Detention Funds expenditures must be submitted by August 15 following the award period (e.g., August 15, 2025 for the award period of July 1, 2024 – June 30, 2025). Invoices submitted after August 31 may not be considered for reimbursement.

4.3. Detention Release Date Information

Within five working days of the detention release date, the jurisdiction will submit the release date to the CDPH TBCB Civil Detention Coordinator.

6. Declining a Tuberculosis Local Assistance Award

- Any LHJ choosing to decline awarded TB local assistance funds shall notify the assigned Fiscal Analyst via email to TBCB.Awards@cdph.ca.gov.
- When declining TB local assistance funds, the LHJ is authorizing CDPH TBCB to reallocate their award amount to other LHJs.

Appendix**Table 1. List of Abbreviations**

Abbreviation	Expansion
ARPE	Aggregate Report for Program Evaluation
CalREDIE	California Reportable Disease Information Exchange
CDC	Centers for Disease Control and Prevention
CDPH	California Department of Public Health
CI	Contact investigation
Contractor	Term refers to the LHJ
CTCA	California Tuberculosis Controllers Association
DOPT	Directly observed preventive therapy
DOT	Directly observed therapy
EDN	Electronic Disease Notification
eDOT	Electronic directly observed therapy
FMB	Financial Management Branch
FSIE	Food, shelter, incentives and enablers
FTE	Full-time equivalent
H&SC	Health and Safety Code
ICR	Indirect cost rate
LHJ	Local health jurisdiction
LTBI	Latent tuberculosis infection
MDR TB	Multidrug-resistant tuberculosis
NTCA	National Tuberculosis Controllers Association
PRUCOL	Permanent Residence Under Color of Law
RFA	Request for Application
RVCT	Report of Verified Case of Tuberculosis
SRO	Single room occupancy
TT	Targeted testing and treatment
TB	Tuberculosis
TBCB	Tuberculosis Control Branch

COUNTY OF KINGS

SINGLE AUDIT REPORT

**FOR THE YEAR ENDED
JUNE 30, 2021**

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**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE
AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH
GOVERNMENT AUDITING STANDARDS**

To the Board of Supervisors
County of Kings, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, financial statements of the governmental activities, the aggregate discretely presented component unit, each major fund, and the aggregate remaining fund information of the County of Kings, California (the County), as of and for the year ended June 30, 2021, and the related notes to the financial statements, which collectively comprise the County's basic financial statements, and have issued our report thereon dated December 8, 2022.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the County's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the County's internal control. Accordingly, we do not express an opinion on the effectiveness of the County's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or, significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. We did identify a certain deficiency in internal control, described in the accompanying schedule of findings and questioned costs that we consider to be a material weakness: 2021-001.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the County's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed an instance of noncompliance or other matters that is required to be reported under *Government Auditing Standards* as described in the accompanying schedule of findings and questioned costs as item: 2021-002.

County's Response to Findings

The County's responses to the findings identified in our audit are described in the accompanying schedule of findings and questioned costs. The County's responses were not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the County's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

HUDSON HENDERSON & COMPANY, INC.

A handwritten signature in blue ink that reads "Hudson Henderson & Company, Inc." in a cursive script.

Fresno, California
December 8, 2022



**INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR
PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE; AND REPORT ON THE SCHEDULE OF
EXPENDITURES OF FEDERAL AWARDS REQUIRED BY THE UNIFORM GUIDANCE**

To the Board of Supervisors
County of Kings, California

Report on Compliance for Each Major Federal Program

We have audited the County of Kings, California's (the County) compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of the County's major federal programs for the year ended June 30, 2021. The County's major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of the County's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the County's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the County's compliance.

Opinion on Each Major Federal Program

In our opinion, the County complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2021.

Report on Internal Control over Compliance

Management of the County is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered the County's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the County's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. We did identify a deficiency in internal control over compliance, as described in the accompanying schedule of findings and questioned costs as item 2021-002, that we consider to be a significant deficiency.

The County's response to the internal control over compliance finding identified in our audit is described in the accompanying schedule of findings and questioned costs. The County's response was not subjected to the auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the governmental activities, the aggregate discretely presented component unit, each major fund, and the aggregate remaining fund information of the County, as of and for the year ended June 30, 2021, and the related notes to the financial statements, which collectively comprise the County's basic financial statements. We issued our report thereon dated December 8, 2022, which contained an unmodified opinion on those financial statements. Our audit was conducted for the purpose of forming an opinion on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements.

The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

Purpose of Report

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

HUDSON HENDERSON & COMPANY, INC.

Hudson Henderson & Company, Inc.

Fresno, California
December 8, 2022

**COUNTY OF KINGS
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2021**

Federal Grantor/ Pass-through Grantor/ Program or Cluster Title	Federal CFDA No.	Supplemental Identifying Number	Pass-Through to Subrecipients	Federal Expenditures
<u>U.S. DEPARTMENT OF AGRICULTURE</u>				
Passed through California Department of Public Health Special Supplemental Nutrition Program for Women, Infants, and Children (WIC)	10.557	15-10087 A04	\$ -	\$ 1,701,803
Passed through California Department of Social Services State Administrative Matching Grants for Food Stamp Program-Cal Fresh	10.561	County 16	-	2,884,900
<i>TOTAL U.S. DEPARTMENT OF AGRICULTURE</i>			-	4,586,703
<u>U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT</u>				
Direct Programs				
Community Development Block Grants (CDBG)/Entitlement Program	14.218	N/A	-	1,869
HOME Investment Partnerships Program	14.239	N/A	-	236,940
Housing Opportunities for People with AIDS (HOPWA)	14.241	19-10515	-	39,971
Housing Opportunities for People with AIDS (HOPWA) COVID Supplemental	14.241	19-11128	-	33,058
<i>TOTAL U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT</i>			-	311,838
<u>U.S. DEPARTMENT OF JUSTICE</u>				
Direct Programs				
DEA - Domestic Cannabis Eradication and Suppression Program	16.111	2020-21	-	75,000
COPS Hiring Program (CHP)	16.710	2020ULWX0070	-	192,574
Passed through California Office of Emergency Services (CalOES)				
JAG Program Cluster:				
Edward Byrne Memorial Justice Assistance Grant Program	16.738	BSCC 606-19	28,269	50,836
Edward Byrne Memorial Justice Assistance Grant Program- Mental Health	16.738	2016-DJ-BX-0446	-	11,490
Subtotal			28,269	62,326
Victim Witness Assistance Program	16.575	VW15 32 0160	-	416,871
Total JAG Program Cluster			28,269	479,197
<i>TOTAL U.S. DEPARTMENT OF JUSTICE</i>			28,269	746,771

The accompanying notes are an integral part of the Schedule of Expenditures of Federal Awards.

COUNTY OF KINGS
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS (continued)
FOR THE YEAR ENDED JUNE 30, 2021

Federal Grantor/ Pass-through Grantor/ Program or Cluster Title	Federal CFDA No.	Supplemental Identifying Number	Pass-Through to Subrecipients	Federal Expenditures
<u>U.S. DEPARTMENT OF LABOR</u>				
Passed through State Department of Employment Development				
Workforce Innovation and Opportunity Act Program Cluster:				
Workforce Innovation and Opportunity Act - Adult Program	17.258	AA011010	\$ -	\$ 901,819
Workforce Innovation and Opportunity Act - COVID Helping Hand	17.258	AA011010	-	250,000
Workforce Innovation and Opportunity Act - Adult Program	17.258	AA011010	-	422,672
Workforce Innovation and Opportunity Act - High Performing Boards	17.258	AA011010	-	2,960
Workforce Innovation and Opportunity Act - Dislocated Workers Program	17.258	AA011010	-	137,716
Subtotal			-	1,715,167
Workforce Innovation and Opportunity Act - Youth Activities	17.259	AA011010	-	20,543
Workforce Innovation and Opportunity Act - Youth Activities	17.259	AA011010	-	810,970
Workforce Innovation and Opportunity Act - Youth Activities	17.259	AA011010	-	52,772
Workforce Innovation and Opportunity Act - Youth Activities	17.259	AA011010	-	407
Subtotal			-	884,692
Workforce Innovation and Opportunity Act - Dislocated Workers Program	17.277	AA011010	-	89,093
Workforce Innovation and Opportunity Act - Dislocated Workers Program	17.277	K9110015	-	477,494
Subtotal			-	566,587
Workforce Innovation and Opportunity Act - Rapid Response Layoff Aversion	17.278	AA011010	-	32,280
Workforce Innovation and Opportunity Act - Rapid Response	17.278	AA011010	-	127,857
Workforce Innovation and Opportunity Act - Rapid Response	17.278	AA011010	-	101,159
Workforce Innovation and Opportunity Act - Rapid Response Layoff Aversion	17.278	AA011010	-	24,012
Workforce Innovation and Opportunity Act - Dislocated Workers Program	17.278	AA011010	-	613,263
Subtotal			-	898,571
Total Workforce Innovation and Opportunity Act Program Cluster			-	4,065,017
TOTAL U.S. DEPARTMENT OF LABOR			-	4,065,017

The accompanying notes are an integral part of the Schedule of Expenditures of Federal Awards.

COUNTY OF KINGS
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS (continued)
FOR THE YEAR ENDED JUNE 30, 2021

Federal Grantor/ Pass-through Grantor/ Program or Cluster Title	Federal CFDA No.	Supplemental Identifying Number	Pass-Through to Subrecipients	Federal Expenditures
<u>U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES</u>				
Direct Program				
Center for Disease Control (CDC) - Public Health Emergency Preparedness (PHEP)	93.074	17-10162	\$ -	\$ 122,849
Center for Disease Control (CDC) - Hospital Preparedness Program (HPP)	93.074	17-10162	-	186,848
Guardianship Assistance	93.090	County 16	-	556,003
Immunization Sub-Prevention Grants	93.268	17-10310 A01	-	69,845
Center for Disease Control (CDC) - Ebola Program	93.323	COVID-19ELC17	16,900	389,837
Immunization Sub-Prevention Grants	93.354	County 16	-	120,771
Immunization Sub-Prevention Grants	93.521	COVID-19ELC75	-	45,139
Passed through State Department of Social Services				
Tuberculosis Control	93.116	County 16	-	25,874
Promoting Safe and Stable Families	93.556	County 16	-	172,011
Temporary Assistance for Needy Families (TANF) Cluster: Temporary Assistance for Needy Families	93.558	County 16	-	16,572,003
Subtotal			-	16,572,003
Child Welfare Services - Title IV-B	93.645	County 16	-	97,377
Child Welfare Services - Title XIX	93.778	County 16	-	588,646
Foster Care - Title IV-E	93.658	County 16	-	5,168,947
Child Support Enforcement	93.563	County 16	-	2,736,861
Adoption Incentives	93.603	County 16	-	134,202
Adoption Assistance	93.659	County 16	-	3,755,261
Social Services Block Grant - CWS Title XX	93.667	County 16	-	534,345
Independent Living	93.674	County 16	-	39,905
Medical Assistance Program - Medicaid Funding - Title XIX	93.778	County 16	-	3,252,965

The accompanying notes are an integral part of the Schedule of Expenditures of Federal Awards.

COUNTY OF KINGS
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS (continued)
FOR THE YEAR ENDED JUNE 30, 2021

Federal Grantor/ Pass-through Grantor/ Program or Cluster Title	Federal CFDA No.	Supplemental Identifying Number	Pass-Through to Subrecipients	Federal Expenditures
<u>U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES (CONTINUED)</u>				
Passed through State Department of Social Services (continued)				
In Home Support Services - Public Authority	93.778	County 16	\$ -	\$ 173,253
In Home Support Services - Administration	93.778	County 16	-	1,661,083
APS Title XIX Reimbursement	93.778	County 16	-	316,812
Medical Health Navigators	93.778	County 16	-	199,490
Health Resources & Services Admin. - Ryan White Part B	93.917	County 16	-	67,448
Maternal & Child Health - Title XIX	93.778	County 16	-	21,374
Maternal & Child Health - Title V	93.994	County 16	-	20,146
Whole Person Care Grant	93.969	County 16	-	868,299
Preventative Health Services Block Grant (CHDP)	93.991	County 16	-	88,631
Preventative Health Services Block Grant (HCPCFC)	93.991	County 16	-	86,109
Subtotal			-	174,740
Passed through State Department of Health Care Services				
Medical Assistance Program - California Children's Services	93.778	County 16	-	312,132
Passed through State Department of Mental Health Services				
Projects for Assistance in Transition from Homelessness (PATH)	93.150	N/A	41,162	41,162
Block Grants for Community Mental Health Services (SAMHSA)	93.958	N/A	481,517	481,517
Block Grants for Prevention and Treatment of Substance Abuse (SAPT)	93.959	N/A	884,480	884,480
<i>TOTAL U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES</i>			1,424,059	39,791,625

The accompanying notes are an integral part of the Schedule of Expenditures of Federal Awards.

COUNTY OF KINGS
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS (continued)
FOR THE YEAR ENDED JUNE 30, 2021

Federal Grantor/ Pass-through Grantor/ Program or Cluster Title	Federal CFDA No.	Supplemental Identifying Number	Pass-Through to Subrecipients	Federal Expenditures
<u>U.S. DEPARTMENT OF HOMELAND SECURITY</u>				
Passed through California Office of Emergency Services (CalOES)				
Emergency Management Performance Grants (EMPG)	97.042	EMW-2015-EP-00049	\$ -	\$ 128,086
Subtotal			-	128,086
Passed through California Department of Housing and Community Development				
Disaster Relief Funds - Project Home Key	97.036	N/A	-	3,934,614
Subtotal			-	3,934,614
<i>TOTAL U.S. DEPARTMENT OF HOMELAND SECURITY</i>			-	4,062,700
<u>U.S. DEPARTMENT OF THE TREASURY</u>				
Direct Program				
COVID-19 - Coronavirus Relief Funds	21.019	606125051	2,647,588	15,661,750
<i>TOTAL U.S. DEPARTMENT OF THE TREASURY</i>			2,647,588	15,661,750
<i>TOTAL EXPENDITURES OF FEDERAL AWARDS</i>			\$ 4,099,916	\$ 69,226,404

The accompanying notes are an integral part of the Schedule of Expenditures of Federal Awards.

COUNTY OF KINGS
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

NOTE 1 – GENERAL

The accompanying Schedule of Expenditures of Federal Awards presents all the activity of all the federal award programs of the County of Kings, California (the County) for the year ended June 30, 2021. The County reporting entity is defined in Note 1 to the County's basic financial statements. Federal awards received directly from federal agencies, as well as federal awards passed through other government agencies are included on the schedule.

NOTE 2 – BASIS OF ACCOUNTING & PRESENTATION

Consistent with the County's method of filing federal financial reports, the accompanying Schedule of Expenditures of Federal Awards is prepared using the accrual basis method of accounting. The information in this schedule is presented in accordance with the requirements of Title 2 U.S., *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Therefore, some of the amounts presented in this schedule may differ from amounts presented in, or used in the preparation of the basic financial statements. The amounts reported in the accompanying Schedule of Expenditures of Federal Awards agree, in all material respects, to amounts reported within the County's basic financial statements.

NOTE 3 – RELATIONSHIP TO FEDERAL FINANCIAL REPORTS

Amounts reported in the accompanying schedule agree with the amounts reported in the related periodic federal financial reports.

NOTE 4 – CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA)

The CFDA numbers included in the accompanying Schedule of Expenditures of Federal Awards were determined based on the program name, review of the grant or contract information and the Office of Management and Budget's Catalog of Federal Domestic Assistance.

NOTE 5 – PASS-THROUGH ENTITY IDENTIFYING NUMBERS

When Federal awards were received from a pass-through entity, the Schedule of Expenditures of Federal Awards show, if available, the identifying number assigned by the pass-through entity. When no identifying number is shown, the County has either determined that no identifying number is assigned for the program or the County was unable to obtain an identifying number from the pass-through entity.

NOTE 6 – INDIRECT COST RATE LIMITATION

The County does not use the 10 percent de minimis indirect cost rate.

**COUNTY OF KINGS
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2021**

SECTION I – SUMMARY OF AUDITORS’ RESULTS

Financial Statements

Type of auditors’ report issued: Unmodified

Internal control over financial reporting:

- Material weakness identified? X Yes No
- Significant deficiency(ies) identified that are not considered to be material weaknesses? Yes X No
- Noncompliance material to financial statements noted? Yes X No

Federal Awards

Internal control over major federal programs:

- Material weakness identified? Yes X No
- Significant deficiency(ies) identified that are not considered to be material weaknesses? X Yes No
- Noncompliance material to federal awards? Yes X No

Any audit findings disclosed that are required to be reported in accordance with 2CFR section 200.516(a). X Yes No

Type of auditors’ report issued on compliance for major Federal programs: Unmodified

Identification of major programs:

<u>CFDA Number:</u>	<u>Name of Federal Program or Cluster</u>
21.019	COVID-19 - Coronavirus Relief Fund
93.090	Guardianship Assistance
93.959	Block Grants for Prevention and Treatment of Substance Abuse
97.036	Disaster Relief Funds - Project Home Key

Dollar threshold used to distinguish Between Type A and Type B programs: \$2,076,792

Auditee qualified as a low-risk auditee? Yes X No

COUNTY OF KINGS
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (continued)
FOR THE YEAR ENDED JUNE 30, 2021

SECTION II – FINANCIAL STATEMENT FINDINGS

Finding 2021-001 – Material Weakness
Financial Close & Reporting

Condition:

During the audit of the County’s financial statements, we encountered significant delays in the commencement and completion of the audit as the County was unable to produce financial statements in a timely manner.

Criteria:

In accordance with accounting principles generally accepted in the United States of America, adequate internal controls should be implemented to ensure that the County is able to provide reliable, useful, and timely financial statements for transparency and accountability to responsible officials, those charged with governance, the public, and any other users of the financial statements.

Cause:

The County’s Finance Department experienced an unusual amount of turnover during the financial closing and statements preparation process.

Effect:

The County was unable to fully complete the financial close and financial statements in a timely manner. This caused delays in the commencement and completion of the financial audit.

Recommendation:

We recommend that the County work on additional cross training within the department to ensure that there are adequate staff with the ability to complete the financial close and financial statement preparation process.

Management Response:

We agree with this finding. In the past we had only one person prepare the financial statements. We realized the risk and were in the process of training a second person when both employees separated from Kings County before the Financial Statements were completed.

We are correcting the situation by training two newer staff accountants and plan to contract with an independent contractor who specializes in local government financial statements. The new accountants will be entering their 2nd year of financial statement preparation.

In addition, the County is undergoing a classification and compensation study. The two accountants who left Kings County both went to a neighboring County that offered higher pay. Our hope is the comprehensive study, which has been underway for about 6 months, will set our positions competitive with neighboring Counties.

COUNTY OF KINGS
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (continued)
FOR THE YEAR ENDED JUNE 30, 2021

SECTION III – FEDERAL AWARD FINDINGS AND QUESTIONED COSTS

Reference: 2021-002

Type of Finding: Significant Deficiency

Category of Finding: Sub-Recipient Monitoring

Federal Program Title & CFDA Number: 21.019 – COVID-19 - Coronavirus Relief Fund

Federal Agency: Department of the Treasury

Passed-Through: California Department of Finance

Award Number: 606125051

Award Year: 2021

Criteria: Per 24 CFR § 200.331, when the County passes money through to subrecipients, the County must ensure that every subaward is clearly identified to the subrecipient as a subaward and includes certain information at the time of the subaward. Among other items, the County must include:

- Subrecipient name
- Subrecipient DUNS number
- Federal award identification number
- Federal award date
- Subaward period of performance
- Amount of federal funds obligated by the agreement
- Total amount of the federal fund
- Federal award project description
- Name of federal awarding agency, pass-through entity, and contact information for awarding official
- CFDA number and name
- Identification that the project is for R&D
- Indirect cost rate for the federal award

Condition: While performing audit procedures over the County’s subrecipient monitoring, we noted that the County did not include all of the required information at the time of the subaward as required by federal guidelines.

Cause: The County has not updated its contracts/agreements between the County and its subrecipients to comply with the changes made to the single audit requirements by the implementation of the Uniform Guidance.

Effect: Continued noncompliance with federal guidelines can jeopardize future federal and state funding.

Recommendation: We recommend that the County update their subrecipient contracts to include all of the requirements of 24 CFR § 200.331.

COUNTY OF KINGS
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (continued)
FOR THE YEAR ENDED JUNE 30, 2021

SECTION III – FEDERAL AWARD FINDINGS AND QUESTIONED COSTS (continued)

Management Response and Corrective Action Plan:

We agree with this finding and will have the Corrective Action Plan completed and Subrecipient Monitoring policies and procedures in place no later than July 1, 2023.

The County's Corrective Action Plan will ensure adherence to all of the requirements of 24 CFR § 200.331 including, but not limited to:

- Subrecipient Fiscal Risk Assessment
- Subrecipient Monitoring Plan
- Subaward Cover Sheet to include the following:
 - o Subrecipient name
 - o Subrecipient DUNS number
 - o Federal award identification number
 - o Federal award date
 - o Subaward period of performance
 - o Amount of federal funds obligated by the agreement
 - o Total amount of the federal fund
 - o Federal award project description
 - o Name of federal awarding agency, pass-through entity, and contact information for awarding official
 - o CFDA number and name
 - o Identification if project is for R&D
 - o Indirect cost rate for the federal award
- Subaward Closeout Checklist
- Subaward Closeout Notice

**COUNTY OF KINGS
SUMMARY SCHEDULE OF PRIOR YEAR FINDINGS
FOR THE YEAR ENDED JUNE 30, 2020**

SECTION II – FINANCIAL STATEMENT FINDINGS

**Finding 2020-001 – Significant Deficiency
Financial Close and Reporting**

Condition:

During the audit of the County's financial statements, we identified misstatements in the County's Road, Workers' Compensation, and Health Insurance Funds accounts receivable and accounts payable balances which required significant audit adjustments.

Criteria:

In accordance with accounting principles generally accepted in the United States of America and the financial reporting standards of the Governmental Accounting Standards Board, adequate internal controls should be implemented to ensure that all assets, liabilities, revenues, and expenses are properly recorded and reported. Furthermore, proper financial reporting and reconciliation procedures should be applied to all financial closing accounts and processes, thus resulting in the proper presentation of all County activities and/or funds.

Cause:

The County's Departments performed their reviews of activity subsequent to the end of the fiscal year and posts accruals as of year-end, however, the County Finance Department was unable to perform a detailed review of all the adjustments to ensure the balances were correct as part of the financial closing process. As a result, the balances reported were significantly misstated and did not accurately reflect the accounts receivable and accounts payable prior to audit adjustments.

Effect:

Significant adjustments were identified through audit procedures performed to correct the account receivable and account payable balances affecting the County's funds as noted above.

Recommendation:

The County has implemented procedures over the financial closing process, including performing detailed review of accruals for activity subsequent to the end of the fiscal year, which has allowed the County to successfully accrue all receivable and payable balances correctly in prior years. We recommend that the County cross train additional Finance staff that would be able to assist in the review of accruals should the County ever face challenges in completing this process in future years.

Management Response:

The County Department of Finance agrees with the recommendation and will implement cross training prior to the upcoming audit.

Current Year Status:

Corrected.



COUNTY OF KINGS DEPARTMENT OF FINANCE

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1400 W. LACEY BLVD ▪ HANFORD, CA 93230

ACCOUNTING DIVISION
(559) 852-2712 ▪ FAX: (559) 587-9935

TAX COLLECTOR ▪ TREASURER DIVISION
TAX: (559) 852-2479 ▪ TREASURER (559) 852-2477
FAX: (559) 582-1236

SINGLE AUDIT FINDING

Reference: 2021-002

Type of Finding: Significant Deficiency

Category of Finding: Sub-Recipient Monitoring

Federal Program Title & CFDA Number: 21.019 – Coronavirus Relief Fund

Federal Agency: Department of the Treasury

Passed-Through: California Department of Finance

Award Number: 606125051

Award Year: 2021

Criteria: Per 24 CFR § 200.331, when the County passes money through to subrecipients, the County must ensure that every subaward is clearly identified to the subrecipient as a subaward and includes certain information at the time of the subaward. Among other items, the County must include:

- Subrecipient name
- Subrecipient DUNS number
- Federal award identification number
- Federal award date
- Subaward period of performance
- Amount of federal funds obligated by the agreement
- Total amount of the federal fund
- Federal award project description
- Name of federal awarding agency, pass-through entity, and contact information for awarding official
- CFDA number and name
- Identification that the project is for R&D
- Indirect cost rate for the federal award

Condition: While performing audit procedures over the County's subrecipient monitoring, we noted that the County did not include all of the required information at the time of the subaward as required by federal guidelines.

Cause: The County has not updated its contracts/agreements between the County and its subrecipients to comply with the changes made to the single audit requirements by the implementation of the Uniform Guidance.

Effect: Continued noncompliance with federal guidelines can jeopardize future federal and state funding.

Recommendation: We recommend that the County update their subrecipient contracts to include all of the requirements of 24 CFR 200.331.

Management Response and Corrective Action Plan:

We agree with this finding and will have the Corrective Action Plan completed and Subrecipient Monitoring policies and procedures in place no later than July 1, 2023.

The County's Corrective Action Plan will ensure adherence to all of the requirements of 24 CFR Part 200.331 including, but not limited to:

- Subrecipient Fiscal Risk Assessment
- Subrecipient Monitoring Plan



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- Subaward Cover Sheet to include the following:
 - o Subrecipient name
 - o Subrecipient DUNS number
 - o Federal award identification number
 - o Federal award date
 - o Subaward period of performance
 - o Amount of federal funds obligated by the agreement
 - o Total amount of the federal fund
 - o Federal award project description
 - o Name of federal awarding agency, pass-through entity, and contact information for awarding official
 - o CFDA number and name
 - o Identification if project is for R&D
 - o Indirect cost rate for the federal award
- Subaward Closeout Checklist
- Subaward Closeout Notice



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FAX: (559) 582-1236

Prior Year Finding and Questioned Costs

Reference: 2020-002

Type of Finding: Significant Deficiency

Criteria:

The California Department of Social Services issues rates for the Adoption Assistance Program through All County Letters. In this particular case, the All-County Letter changed the way rates were determined and required that all previously issued cases were updated to the new system and rates.

Condition:

Per testing performed over the County's Adoption Assistance Program eligibility requirements, we noted that of the twenty-five cases selected for testing, one case was not utilizing the appropriate monthly rate. That case was utilizing the initial rate when services began and was not updated after a new All County Letter was issued by the State which required all previous cases to be updated.

Cause:

It appears that the late issuance of the All-County Letter which stated an effective date months before the letter, caused the case to not be updated. The case noted consisted of an agreement entered into shortly after the new rate was effective, but prior to the All-County Letter issued by the California Department of Social Services establishing guidelines for the new implementation.

Effect:

Because the incorrect rate was utilized, the County must now correct the situation by issuing a supplemental payment to the participant as they were paid a lower rate than they were entitled to based on the case factors.

Questioned Costs:

Unknown

Recommendation:

We recommend that the County perform review services over eligibility criteria as new guidance is issued and include older cases to ensure full compliance in addition to timely adoption.

Current Year Status:

Corrected.

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COUNTY OF KINGS

Unique Entity ID
NK5KM12FV6N9

CAGE/NCAGE
3P0H8

Physical Address
**1424 Forum DR
Hanford, California
93230-5900, United States**

Registration Status Expiration Date

● Active Registration

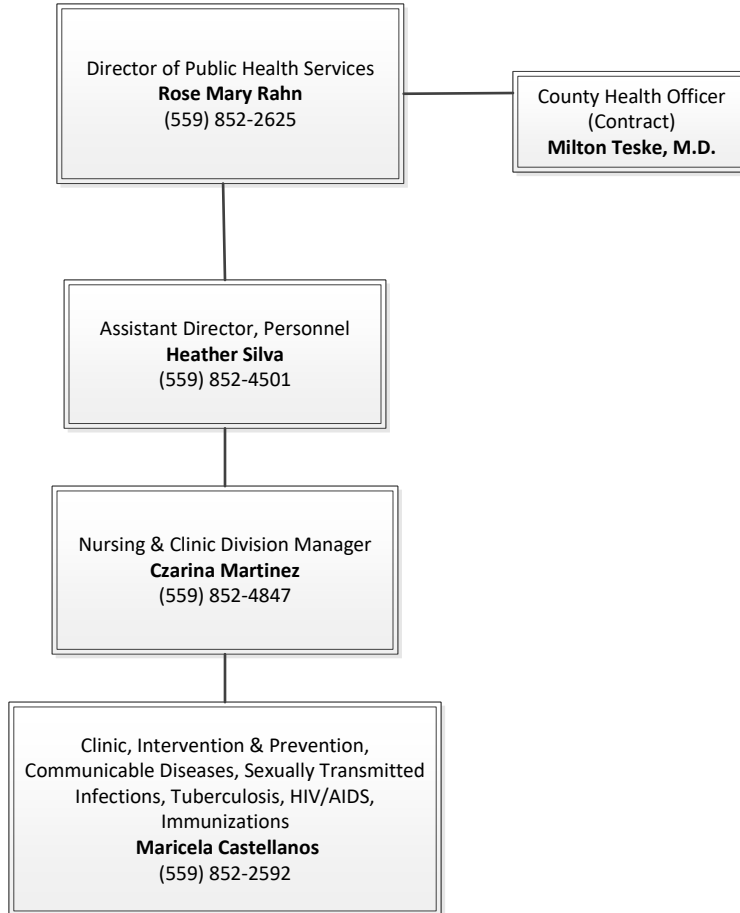
Apr 2, 2024

[Review Debt Subject to Offset](#)

Purpose of Registration
Federal Assistance Awards Only

Mailing Address
**1424 Forum
Hanford, California
93230-5900, United States**

**Kings County Department
of Public Health
Program Organization Chart
FY 23-24**



LOCAL HEALTH JURISDICTION CONTACT INFORMATION

ORGANIZATION

This is the information of your Local Health Jurisdiction.	
Federal Tax Identification Number	94-6000814
Legal Name of the Organization	County of Kings
Mailing Address	1400 W. Lacey Blvd., Hanford CA 93230
Street Address (if different)	
County	Kings
Telephone Number (main)	559-584-1401
Secure TB Reporting Fax Number	559-589-0482

GRANT SIGNATORY

The Grant Signatory is the individual authorized to accept the award, at the discretion of the Local Health Jurisdiction. <input type="checkbox"/>	
Name	Doug Verboon
Title	Board of Supervisors - Chairman
Telephone Number	559-852-2366
Email Address	doug.verboon@co.kings.ca.us

PROJECT REPRESENTATIVE

The Project Representative is the individual responsible for the oversight of the grant, day-to-day activities of the project, and seeing that all grant requirements are met. This person will be in contact with State TB Control Branch staff and receive all programmatic, budget, and accounting documents for the project and will be responsible for the proper dissemination of program information.	
Name	Maricela Castellanos
Title	Supervising Public Health Nurse
Telephone Number	559-852-2592
Email Address	maricela.castellanos@co.kings.ca.us

CORRECTIONAL LIAISON

The Correctional Liaison is the individual responsible for ensuring continuity of care for TB patients who transfer between correctional facilities and the community, which is an important TB prevention and control activity.	
Name	Maricela Castellanos
Title	Supervising Public Health Nurse
Telephone Number	559-852-2592
Email Address	maricela.castellanos@co.kings.ca.us

LINKAGE TO CARE LIAISON

The Linkage to Care Liaison is the individual responsible for responding to inquiries from civil surgeons and helping status adjusters become linked to treatment for LTBI. The sites of care for LTBI treatment may include health department clinics, community clinics, primary care providers, or other providers designated by your program.	
Name	Maricela Castellanos
Title	Supervising Public Health Nurse
Telephone Number	559-852-2592
Email Address	maricela.castellanos@co.kings.ca.us

FISCAL REPRESENTATIVE

The Fiscal Representative is the individual responsible for submitting invoices and receiving the invoice payments. The remittance address is where the payments will be mailed.	
Name	Nicole Quinn
Title	Fiscal Specialist I
Remittance Address	330 Campus Drive, Hanford CA 93230
Street Address (if different)	
Telephone Number	559-852-4436
Email Address	nicole.quinn@co.kings.ca.us

Local Assistance Base Award Detail Budget FY 2024-2025

Personnel (With Benefits)

Title/Name	New/Cont	Housing Personnel	Annual	FTE	Months	Total Salary
1. County Health Nurse - Vacant	Continuing	<input type="checkbox"/>	\$ 78,757	10%	12	\$ 7,876.00
2.		<input type="checkbox"/>	-	0%	0	-
3.		<input type="checkbox"/>	-	0%	0	-
Total Personnel (With Benefits)		<input type="checkbox"/>				
	\$ 7,876					

Benefits *≥53% submit official documentation of the rate and a breakdown of the benefits*

Title/Name	Rate (%)	Salary	Total Benefits
1. County Health Nurse - Vacant	38%	\$ 7,876	\$ 2,991
2.	0%	-	-
3.	0%	-	-
Total Benefits		\$ 2,991.00	

Personnel (Non-benefits)

Title/Name	New/Cont	Housing Personnel	Annual	FTE	Months	Total Personnel (Non-benefits)
1.		<input type="checkbox"/>	-	0%	0	-
6.		<input type="checkbox"/>	-	0%	0	-
Total Personnel (Non-benefits)						
	\$ -					

TOTAL - PERSONNEL SERVICES **\$ 10,867**

Travel Within Jurisdiction *Provide miles x county mileage rate, not to exceed \$0.67 per mile*

Category	Miles	Rate	Total within Jurisdiction travel	Housing Personnel Travel
Miles:	1000	\$ 0.670	\$ 670.00	<input type="checkbox"/>

Travel Outside Jurisdiction *Provide days/nights of per diem/lodging, rates not to exceed state rate*

Category	Miles/Days	Rate/Amount per Day	Total Outside of Jurisdiction Travel	Housing Personnel Travel
Miles:	490	\$ 0.670	\$ 328.00	<input type="checkbox"/>
Days of Per Diem:	5	\$ 74.00	\$ 370.00	<input type="checkbox"/>
Days of Lodging:	4	\$ 140.00	\$ 560.00	<input type="checkbox"/>
Total Travel			\$ 1,928.00	

Equipment *Itemize each piece of equipment*

Description (Make and Model)	Units	Cost per unit	Equipment Total
1. Dell Laptop & Docking Station	1	\$ 2,500.00	\$ 2,500
2.	0	-	-
3.	0	-	-
4.	0	-	-
Total Equipment			\$ 2,500

Supplies *Provide total amounts for office and clinic. Itemize laboratory supplies*

Office Supplies	\$ 500		
Clinic Supplies	\$ 1,000		
Laboratory Supplies (Itemize)			
	Units	Cost per unit	Laboratory Supplies Total
1.	0	-	-

Local Assistance Base Award Detail Budget FY 2024-2025

2.	0	\$ -	\$ -
3.	0	\$ -	\$ -
4.	0	\$ -	\$ -
Total Supplies	\$ 1,500		

Anti-TB Medication *Itemize each medication*

Medication	Units	Cost per unit	Total Medication
1. Rifampin	6	\$ 18.00	\$ 108
2. Isoniazid	4	\$ 39.00	\$ 156
3. Pyrazinamide	1	\$ 564.00	\$ 564
4. Ethambutol	4	\$ 36.00	\$ 144
Total Anti-TB Medication		\$ 972.00	

Subcontracts *Submit a copy of contract with application*

Name of Contractor	Start Date	End Date	Contract Amount
1.			\$ -
2.			\$ -
3.			\$ -
4.			\$ -
Total Subcontracts			\$ -

Other *Itemize each Other item that does not fit in the above categories*

Other Budget Item	Number of Units	Cost per unit	Total
1. Cell Phone Service	1	\$ 780.00	\$ 780
2.	0	\$ -	\$ -
3.	0	\$ -	\$ -
4.	0	\$ -	\$ -
Total Other		\$ 780	

Food, Shelter, Incentives and Enablers (FSIE)

Category	Budget Amount
Food, Shelter, Incentives and Enablers	\$ 3,057

TOTAL DIRECT COSTS \$ 21,604

Indirect Costs

*State approved rate is based upon application submitted by Contractor.
Not to exceed 15% of total direct costs or 25% of total personnel costs.*

Indirect Costs Rate Base	Base Amount	Indirect Cost Rate (%)	Indirect Costs Amount
Personnel Services	\$ 10,867	17%	\$ 1,834.00
Total Direct Costs	\$ 21,604	0%	\$ -
TOTAL INDIRECT COSTS	\$ 1,834		
TOTAL BUDGET	\$ 23,438		

Local Assistance Base Award Line Item Justification FY 2024-2025

Personnel (With Benefits)
RN - TB Nurse. Funds are requested to support this position for TB control activities including but not limited to case management, disease investigation and contact tracing, linkage and adherence to treatment, as well as hospital discharge planning coordination and collaboration with outside agencies.
Benefits (≥53% submit official documentation of the rate and a breakdown of the benefits)
38%
Personnel (Non-benefits)
Travel
Funds are requested to support inner jurisdiction travel for case management and DOT, as well out of of jurisdiction travel as it applies to training.
Equipment
Funds are requested to support the cost of a laptop & docking station for staff conducting daily activities to complete TB grant objectives. These activities include but are not limited to case management, data entry into EMR as well as State databases, documentation and training.
Supplies
Office Supplies: Funds are requested to support the cost of general office supplies (i.e. paper, pens, notebooks, folders, toner, etc.) to be used by staff members funded by this grant to carry out daily activities of the grant objectives.
Clinic Supplies: Funds requested are to support the cost of clinic supplies (i.e. blood draw and PPD testing supplies) to be used by staff members funded by this grant to carry out activities related to testing, diagnosis, and treatment of TB.
Anti-TB Medications
Funds are requested to support the cost of purchasing medications to facilitate initiating treatment of clients diagnosed with LTBI or active TB disease.
Subcontracts (submit a copy of contract with application)
Other Budget Items
Funds are requested to support the cost of cellular service cost for cellphone utilized by TB Nurse when out in the field to make contact with clients and office personnel. Service is approximately \$65.00/month.
Food, Shelter, Incentives and Enablers (FSIE)
Funds are requested to support the cost to support TB clients needing assistance with food vouchers, housing, personal products, and transportation tokens or vouchers.

Local Assistance Base Award Funding Matrix FY 2024-2025

Instructions for Completing the Funding Matrix

The purpose of the Funding Matrix is to provide your total projected TB program budget for fiscal year 2024-2025. For each Funding Source, provide the total amount received or projected by Budget Category.

Funding Source:

- 1) California Department of Public Health (CDPH) Tuberculosis Control Branch (TBCB) (received from the TBCB)
- 2) Direct Federal (received directly from the federal government for TB control activities)
- 3) Local (received from the local jurisdiction for tuberculosis control)
- 4) Other (received from sources other than above list). Note: specify funding source in the Other Funding Source Description field (J21 - J30) (e.g., research grant, temporary funding, Medi-Cal DOT reimbursement, MAA, TCM or other).

Example:

Budget Category	1) TBCB		2) Direct Federal		3) Local		4) Other Funding Source			Total
	Amount	%	Amount	%	Amount	%	Amount	%	Source	
Personnel	\$ 100,000	40	0	0	\$ 100,000	40	\$ 50,000	20	Medi-Cal	\$ 250,000

Budget	Funding Source									Total Amount
Category	1) TBCB	TBCB %	2) Direct Federal	Direct Federal %	3) Local	Local %	4) Other Funding Source	Other Funding Source %	Other Funding Source Description	Tuberculosis Control Program Funding
Personnel	\$ 7,876	100%	\$ -	0%	\$ -	0%	\$ -	0%		\$ 7,876
Benefits	\$ 2,991	100%	\$ -	0%	\$ -	0%	\$ -	0%		\$ 2,991
Personnel (Non-benefit)	\$ -		\$ -		\$ -		\$ -			\$ -
Travel	\$ 1,928	100%	\$ -	0%	\$ -	0%	\$ -	0%		\$ 1,928
Equipment	\$ 2,500	100%	\$ -	0%	\$ -	0%	\$ -	0%		\$ 2,500
Supplies	\$ 1,500	100%	\$ -	0%	\$ -	0%	\$ -	0%		\$ 1,500
Anti-TB Medications	\$ 972	100%	\$ -	0%	\$ -	0%	\$ -	0%		\$ 972
Subcontracts	\$ -		\$ -		\$ -		\$ -			\$ -
Other	\$ 780	100%	\$ -	0%	\$ -	0%	\$ -	0%		\$ 780
FSIE	\$ 3,057	100%	\$ -	0%	\$ -	0%	\$ -	0%		\$ 3,057
Indirect Costs	\$ 1,834	100%	\$ -	0%	\$ -	0%	\$ -	0%		\$ 1,834
Total	\$ 23,438	100.00%	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%		\$ 23,438

Local Assistance Base Award Summary Budget FY 2024-2025

Jurisdiction: _____

Submission Date: _____

LINE ITEM CATEGORY	AMOUNT
Personnel (With Benefits)	\$7,876.00
Benefits	\$2,991.00
Personnel (Non-benefit)	\$0.00
Travel	\$1,928.00
Equipment	\$2,500.00
Supplies	\$1,500.00
Anti-TB Medications	\$972.00
Subcontracts	\$0.00
Other	\$780.00
Food, Shelter, Incentives and Enablers	\$3,057.00
TOTAL DIRECT COSTS	\$21,604.00
Indirect Costs	\$1,834.00
TOTAL BUDGET	\$23,438.00

CERTIFICATION:

I certify the budget submitted for fiscal year 2024-2025 will provide assistance to our local TB program to augment local support for TB prevention and control activities.

AUTHORIZED SIGNER'S NAME

AUTHORIZED SIGNATURE

DATE SIGNED

TELEPHONE NUMBER

Include this Base Award Application Budget summary page with an authorized original signature (electronic or in wet ink) as part of the jurisdiction's Base Award application packet.

Include the final Base Award Application Budget workbook in Excel format with the following file naming convention: LHJ Name_FY 2024-2025 Local Assistance Base Award Application Budget.

Local Assistance Base Award Allocation of Personnel Matrix Fiscal Year 2024-2025

Jurisdiction Please select:

Please see the Legend and Examples tabs for information and instructions for completing the LHM Allocation of Personnel Matrix. Each position listed in this matrix should have some portion of Full Time Equivalent (FTE) listed under TB Activities, and any Non-TB Activity FTE (if applicable). For all positions, please list additional responsibilities performed by each person in the "Additional TB Duties..." column.

TB Controller: Responsible for TB prevention and control in their jurisdiction, provides oversight of the TB program, applies public health laws for TB control, ensures required reporting, funding, and budget preparation. Please record other responsibilities in the "Additional Duties" column.

Name and Title	FTE TB Controller Activities	FTE other TB Activities (e.g., if also fills role of program manager)	FTE Non-TB Activities	Total FTE	Additional TB Duties Beyond Stated Definition Above (e.g., if also fills role of program manager, TB clinician in clinic, etc., then describe below)	Funding Source Mark X all that apply		CDPH use only: Verified
Milton Teske, Health Officer	30.00	0.00	20.00	50.00			TBCB	
							Direct Federal	
							Local	
							Medi-Cal	
						X	Other	

TB Program Manager: Provides oversight of the TB program; applies public health laws for TB control; oversees policies; oversees management and evaluation of the TB program; ensures required reporting, funding, and budget preparation. Please record other responsibilities in the "Additional TB duties" column.

Name and Title	FTE TB Program Manager Activities	FTE other TB Activities (e.g., if also fills role of supervising PHN)	FTE Non-TB Activities	Total FTE	Additional TB Duties Beyond Stated Definition Above (e.g., if also fills role of epidemiologist, supervising PHN, etc., then describe below)	Funding Source Mark X all that apply		CDPH use only: Verified
Maricela Castellanos, SPHN	10.00	0.00	90.00	100.00	Supervising Public Health Nurse overseeing I&P clinic including TB clinic services.		TBCB	
							Direct Federal	
							Local	
							Medi-Cal	
						X	Other	
	0.00	0.00	0.00	0.00			TBCB	
							Direct Federal	
							Local	
							Medi-Cal	
							Other	

Nurse(s): Public Health Nurses (PHNs), Registered Nurses (RNs), and Licensed Vocational Nurses (LVNs) that perform TB case and clinical management and perform other clinical functions.

Name and Title	FTE TB Activities	FTE Non-TB Activities	Total FTE	Major Duties Mark X all that apply	Site Mark X all that apply (if strictly office based or other, don't check any)		Additional TB Duties Beyond Stated Definition Above and Major Duties (e.g., discharge coordinator, civil surgeon/B waiver outreach)	Funding Source Mark X all that apply		CDPH use only: Verified
Vacant, RN	0.75	0.25	1.00	Supervision	X	Clinic	This position takes the lead on all TB casemanagement including discharge coordinator, Class B referrals / EDN management, and consultant to community providers requesting assistance with TB.	X	TBCB	
				X Case management					Direct Federal	
				X Contact investigation	X	Field		Local		
				X DOT				Medi-Cal		
				Supervision	X	Clinic		X	Other	
				Case management				TBCB		
									Direct Federal	

Department of Public Health Gabriela Davalos, LVN	0.05	0.95	1.00	Contact investigation	X	Field		Local	Tuberculosis Control Branch
				DOT			X	Medi-Cal	
Rosie Hernandez, LVN	0.05	0.95	1.00	Supervision	X	Clinic		TBCB	
				Case management			Direct Federal		
				Contact investigation			Local		
				DOT			Medi-Cal		
							X	Other	
	0.00	0.00	0.00	Supervision		Clinic		TBCB	
				Case management	Direct Federal				
				Contact investigation	Local				
				DOT	Medi-Cal				
							Other		
	0.00	0.00	0.00	Supervision		Clinic		TBCB	
				Case management	Direct Federal				
				Contact investigation	Local				
				DOT	Medi-Cal				
							Other		
	0.00	0.00	0.00	Supervision		Clinic		TBCB	
				Case management	Direct Federal				
				Contact investigation	Local				
				DOT	Medi-Cal				
							Other		
	0.00	0.00	0.00	Supervision		Clinic		TBCB	
				Case management	Direct Federal				
				Contact investigation	Local				
				DOT	Medi-Cal				
							Other		
	0.00	0.00	0.00	Supervision		Clinic		TBCB	
				Case management	Direct Federal				
				Contact investigation	Local				
				DOT	Medi-Cal				
							Other		
	0.00	0.00	0.00	Supervision		Clinic		TBCB	
				Case management	Direct Federal				
				Contact investigation	Local				
				DOT	Medi-Cal				
							Other		

Communicable Disease Investigators (CDIs): Perform contact investigation, field investigation, patient locating; serve legal orders.

Name and Title	FTE TB Activities	FTE Non-TB Activities	Total FTE	Major Duties Mark X all that apply		Additional TB Duties Beyond Stated Definition Above (e.g., civil surgeon/B waiver outreach)	Funding Source Mark X all that apply		CDPH use only: Verified
Sharon Soong, Communicable Disease Nurse	0.05	0.95	1.00		Supervision	This position will serve as a back-up to the TB nurse and will assist as needed with initial case management, discharge planning, and contact investigation		TBCB	
				X	Case Management			Direct Federal	
				X	Contact Investigation			Local	
					DOT			Medi-Cal	
	0.00	0.00	0.00		Supervision		X	Other	
					Case Management			TBCB	
					Contact Investigation			Direct Federal	
					DOT			Local	
	0.00	0.00	0.00		Supervision			Medi-Cal	
					Case Management			Other	
					Contact Investigation			TBCB	
					DOT			Direct Federal	
	0.00	0.00	0.00		Supervision			Local	
					Case Management			Medi-Cal	
					Contact Investigation			Other	
					DOT			TBCB	
	0.00	0.00	0.00		Supervision			Direct Federal	
					Case Management			Local	
					Contact Investigation			Medi-Cal	
					DOT			Other	

Directly Observed Therapy (DOT) Workers: Facilitate adherence to TB treatment by performing directly observed therapy.

Name and Title	FTE TB Activities	FTE Non-TB Activities	Total FTE	Major Duties Mark X all that apply		Site Mark X all that apply		Additional TB Duties Beyond Stated Definition Above (e.g. field phlebotomy, transportation)	Funding Source Mark X all that apply		CDPH use only: Verified
Diana Gonzalez, MA	0.05	0.95	1.00		Supervision	X	Clinic DOT (EDOT)	Transportation, Medication pick-up.		TBCB	
					Case Management					Direct Federal	
					Contact investigation	X	Field DOT			Local	
				X	DOT					Medi-Cal	
	0.00	0.00	0.00		Supervision		Clinic DOT (EDOT)		X	Other	
					Case Management					TBCB	
					Contact investigation		Direct Federal				

Department of Public Health				Contact investigation	Field DOT		Medi-Cal	Tuberculosis Control Branch
				DOT			Other	
	0.00	0.00	0.00	Supervision	Clinic DOT (EDOT)		TBCB	
				Case Management			Direct Federal	
				Contact investigation	Field DOT		Local	
				DOT			Medi-Cal	
				Supervision	Clinic DOT (EDOT)		Other	
	0.00	0.00	0.00	Case Management			TBCB	
				Contact investigation	Field DOT		Direct Federal	
				DOT			Local	
				Supervision	Clinic DOT (EDOT)		Medi-Cal	
	0.00	0.00	0.00	Case Management			Other	
				Contact investigation	Field DOT		TBCB	
				DOT			Direct Federal	
				Supervision	Clinic DOT (EDOT)		Local	
	0.00	0.00	0.00	Case Management			Medi-Cal	
				Contact investigation	Field DOT		Other	
				DOT			TBCB	

Epidemiologist: Coordinates the collection and analysis of TB-related data.

Name and Title	FTE TB Epi-related Activities	FTE TB Non-Epi Activities (e.g. case management/CI)	FTE Non-TB Activities	Total FTE	Additional TB Duties Beyond Stated Definition Above (e.g., contact investigation, case management, B notification tracking, managing EDN)	Funding Source Mark X all that apply		CDPH use only: Verified
Jordan Jensen	0.05	0.00	0.95	1.00			TBCB	
							Direct Federal	
							Local	
							Medi-Cal	
						X	Other	

Clerical: Provides support to facilitate efficient functioning of the TB program.

Name and Title	FTE TB Activities	FTE Non-TB Activities	Total FTE	Briefly describe duties (e.g. supervision, data entry, interpretation)	Funding Source Mark X all that apply		CDPH use only: Verified
Rhonda Baxter, Office Assistant	0.05	0.95	1.00	Requisition of Medications, clinical supplies, medical supplies as needed to support program activities.		TBCB	
						Direct Federal	
						Local	
						Medi-Cal	
					X	Other	
Nichole Quinn, Fiscal Specialist	0.05	0.95	1.00	Completes program budgets		TBCB	
						Direct Federal	
						Local	
						Medi-Cal	
					X	Other	

Department of Public Health	0.00	0.00	0.00		TBCB	
					Direct Federal	
					Local	
					Medi-Cal	
					Other	
	0.00	0.00	0.00		TBCB	
					Direct Federal	
					Local	
					Medi-Cal	
					Other	
	0.00	0.00	0.00		TBCB	
					Direct Federal	
					Local	
					Medi-Cal	
					Other	

Clinic Staff (if applicable for programs that have a clinic; list only staff not listed above): Perform activities to facilitate the efficient functioning of the TB clinic. Examples may include clinic physicians, nurse practitioners, physician assistants, pharmacist. Clinic nurses should be entered in the "Nurses" section above.

Name and Title	FTE TB Activities	FTE Non-TB Activities	Total FTE	Additional TB Duties Beyond Stated Definition Above (e.g.)	Funding Source Mark X all that apply					CDPH use only: Verified
					TBCB	Direct Federal	Local	Medi-Cal	Other	
	0.00	0.00	0.00							
	0.00	0.00	0.00							
	0.00	0.00	0.00							
	0.00	0.00	0.00							
	0.00	0.00	0.00							

Other Staff (list only staff not listed above. Examples may include social workers, health educators, eligibility workers, etc.)

Name and Title	FTE TB Activities	FTE Non-TB Activities	Total FTE	Briefly describe duties	Funding Source Mark X all that apply				CDPH use only: Verified
					TBCB	Direct Federal	Local	Medi-Cal	
	0.00	0.00	0.00						

Allocation of Personnel Matrix Fiscal Year 2024-2025

LEGEND

The purpose of the Allocation of Personnel Matrix is to capture all positions that have responsibilities related to the LHJ's TB Control Program, including unfilled vacancies. The personnel matrix form has a table for each staffing function in the LHJ TB control program. Each position listed in the personnel matrix should have some portion of Full Time Equivalent (FTE) listed under TB Activities.

Jurisdiction

Select your jurisdiction from the drop-down menu

Staffing Function

Staffing Function Definition

Staff who perform more than one function are listed in the category that corresponds to the majority of their duties. See Additional Duties Beyond Staffing Function below.

TB Controller	Responsible for TB prevention and control in their jurisdiction, provides oversight of the TB program, applies public health laws for TB control, ensures required reporting, funding, and budget preparation
TB Program Manager	Provides oversight of the TB program; applies public health laws for TB control; oversees policies; oversees management and evaluation of the TB program; ensures required reporting, funding, and budget preparation. Record other TB control duties in the "Additional TB duties" column.
Nurse	Public Health Nurses (PHNs), Registered Nurses (RNs), and Licensed Vocational Nurses (LVNs) that perform TB case and clinical management and perform other clinical functions
Communicable Disease Investigators (CDIs)	Perform contact investigation, field investigation, patient locating; serve legal orders
Directly Observed Therapy (DOT) Workers	Facilitate adherence to TB treatment by performing directly observed therapy
Epidemiologist	Coordinates the collection and analysis of TB-related data
Clerical	Provides support to facilitate efficient functioning of the TB program
Clinic Staff	Perform activities to facilitate the efficient functioning of the TB clinic (only staff not listed above)
Other Staff	Examples may include social workers, health educators, eligibility workers, etc. (only staff not listed above)

Title, Last Name, First Name

The purpose of these fields is to define each employee assigned to TB control under applicable staffing function, regardless of funding source. Each staff member is only listed once on the personnel matrix.

% FTE, % FTE Other TB Activities, % FTE Other Non-TB Activities

The purpose of these fields is to provide each employee's percent of effort devoted to TB control activities (and to non-TB control activities if applicable). Enter the number of full-time equivalents (FTE) devoted to "TB Activities" and to "Other Activities". 1.0 FTE equals 100% or full-time position. For example, a PHN working full time might be assigned to the LHJ TB Program a total of 50% (.50 FTE) and .50 FTE to other communicable disease activities.

Major Duties (for Nurses, CDIs, and DOT Workers)

Major duties for nurses, CDIs, and DOT workers can differ depending on the jurisdiction. The purpose of this field is to indicate the activities that they are engaged in - supervision, case management, contact investigation, and/or DOT.

Site (for Nurses and DOT workers only)

Select all sites where the staff member performs their TB activities in.

Briefly describe duties (for clerical and other staff only)

Provide general job description/duties of the staff member.

Additional TB Duties Beyond Stated Definition Above (if applicable)

The purpose of this field is to list any additional TB duties beyond the employee's assigned Staffing Function. For staff who perform more than one function, please enter staff in the category that corresponds to the majority of their duties and list all additional duties in the "additional duties" space in that section. Non-TB control duties do not need to be specified. See the examples tab for additional information.

Funding Source

The purpose of this field is to identify all funding source(s) for each employee assigned to TB control:

TBCB Position is funded completely or partially through funds received from the CDPH TBCB

Direct Federal	Position is funded completely or partially through funds directly received from the federal government for TB control activities. This applies to Centers for Disease Control and Prevention Cooperative Agreement recipients only.
Local	Position is funded completely or partially through funds received from the local jurisdiction for TB control.
Medi-Cal	Position is funded completely or partially through funds received from Medi-Cal. Refer to Part 3, Section 1.2B of the FY 2024-2025 Tuberculosis Control Local Assistance Funds Standards and Procedures Manual for detailed instructions regarding Medi-Cal fee-for-service reimbursement.
Other	Position is funded completely or partially through funds received from sources other than the above list. If you select Other as a funding source, specify the source (for example, The California Endowment or California Department of Public Health Infrastructure Funds).

CDPH Verified	Definition
No Changes	No changes for FY 2024-2025
Changes	Changes highlighted in yellow with red text for FY 2024-2025.