

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 17 PAGES

AGREEMENT NUMBER

20-10825

AMENDMENT NUMBER

A03

Purchasing Authority Number

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTOR NAME

Accenture LLP

2. The term of this Agreement is:

START DATE

December 14, 2020

THROUGH END DATE

June 14, 2021

3. The maximum amount of this Agreement after this Amendment is:

\$52,051,770.50

Fifty Two Million Fifty-One Thousand Seven Hundred Seventy Dollars and Fifty Cents

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

1. A total of \$1,400,000.00 has been added to this contract increasing the total amount from \$50,651,770.50 to \$52,051,770.50.
2. As further detailed in WOA CV-09 Volunteer Management Extension, the current WOA for the My Turn Volunteer Project is extended to add resources to support clinic recruitment and onboarding, create, maintain, and deliver training materials, along with operational and help desk support. (5 Pages)
3. Exhibit 1, Statement of Work is amended to add Section 11, Federal Terms and Conditions, as attached. (1 Page)
4. Exhibit 10, Federal Terms And Conditions in its entirety is added as attached. (11 Pages)

*All other terms and conditions shall remain the same.**IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.***CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Accenture LLP

CONTRACTOR BUSINESS ADDRESS

1610 R Street, #240

CITY

Sacramento

STATE

CA

ZIP

95811

PRINTED NAME OF PERSON SIGNING


Mark Noriega

TITLE

State of California Account Lead

CONTRACTOR AUTHORIZED SIGNATURE

Mark Noriega


 Digitally signed by Mark Noriega
 Date: 2021.04.01 07:33:22 -07'00'

DATE SIGNED

04/01/2021

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

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| | | |
|-------------------------------------|--------------------------------|-----------------------------|
| AGREEMENT NUMBER 20-10825 | AMENDMENT NUMBER A03 | Purchasing Authority Number |
|-------------------------------------|--------------------------------|-----------------------------|

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTING AGENCY ADDRESS

1616 Capitol Avenue

CITY

Sacramento

STATE

CA

ZIP

95814


PRINTED NAME OF PERSON SIGNING

Tim Bow

TITLE

Procurement Officer - Emergency Operations

CONTRACTING AGENCY AUTHORIZED SIGNATURE

Timothy Bow
 Digitally signed by Timothy Bow
Date: 2021.04.01 09:26:20 -07'00'

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Exempt Per: EO N-25-20-COVID19 and PCC 1102

CALVAX WOA CV-09

CONTRACTOR NAME: Accenture LLP

CDPH CONTRACT NUMBER: 20-10825 WOA NUMBER: CV-09

WOA START DATE: April 1, 2021 WOA END DATE: May 31, 2021

WOA TITLE: MyTurn – Volunteer Management System Extension

TOTAL COST OF APPROVED WOA: \$1,400,000.00

PURPOSE, GOAL, OR OBJECTIVE

This is an extension to the current WOA for the My Turn Volunteer Project. In addition to the current work areas related to application development and program management, we are adding resources to support clinic recruitment and onboarding, creating, maintaining, and delivering training materials, along with operational and help desk support.

Background: My Turn Volunteer (MTV) purpose it to create a statewide digital infrastructure that allows citizens to register as volunteers and connect directly to local opportunities to support California’s vaccination efforts.

MTV is focused on two primary objectives:

1. To provide an intuitive digital experience to Local Health Juristictions (LHJ) that simplifes the administrative tasks related to managing volunteers in support of vaccination clinic activities
2. To enable Californians to register as volunteers to assist in the dissemination of COVID vaccines at scheduled events

The following line items will be added to the myCAvax budget and documented in the updated Cost worksheet:

- ▶ Volunteer Management Extension - \$1,400,000.00

DESCRIPTION OF TASKS:

Accenture (Contractor) will provide a capacity based staff model to support the following tasks, activities, and work products outlined below which have been informed by requirements from California Volunteers (CV).

Task 1 – Application Development

- Contractor to provide resources for conitued configuration and modification of the MTV application using an agile development approach to design, develop, test, and deploy functionality
 - A SCRUM team to work a prioritized backlog of features and user stories delivering updates through a two week sprint cadence

Task 2 – User Management

- The Contractor shall be responsible and accountable for adding, deleting, and suspending users of the new MTV Solution environment. The Contractor shall perform other user management functions such as

the assignment of roles, initial passwords, password resets, and other related functions as required. The Contractor's User Management responsibilities include, but are not limited to the following:

- Establish and maintain all State-identified user accounts during all phases of this contract.
- Be responsible for establishing a process by which access is granted at various levels according to user's role and permissions. The state and contractor will mutually establish which level each party will be responsible for and then held accountable for adding, deleting, and suspending users of the MTV.
- Perform other user management functions such as the assignment of roles, initial passwords, password resets, etc.
- Provide MTV User Management training to the appropriate State staff on how to manage users and grant access based on roles and permissions.

Task 3 – Clinic Recruitment & Onboarding

- Contractor to provide resources to lead the day-to-day recruitment of Clinics into the MTV Platform
 - Team will participate in the “one-to-many” regularly scheduled MTC onboarding sessions and provide an overview of MTV
 - Team will participate in CV's outreach conversations with targeted Clinics
- Contractor to provide resources to conduct Clinic-specific onboarding and training sessions for Clinics that will be using MTV
 - Team will track and monitor recruitment and onboarding activities
 - This will initially be done offline and will work towards using Salesforce to log, monitor, track, and report on onboarding activities
- Contractor to maintain Recruitment and Onboarding documents – making updates based on future releases that update features and functionality within the MTV System
 - MTV Overview and Functionality Summary (pptx), MTV FAQ (pdf)

Task 4 – Training Content & User Training

- Contractor to create and maintain training documents for identified user types; Volunteer Directors (VD), Volunteer Managers (VM), and State Volunteer Officers (SVO)
 - Creation of a new content section within MTV application - “Resource Center”
 - Step-by-step Job Aids
 - Including Groups & Affiliated Group sign-up content
 - Create video training for ‘How-To Use MTV’
 - Program and Technical FAQs
 - Update training documents as new functionality and features are released
- Contractor to create and deliver training to targeted user groups; Volunteer Directors (VD), Volunteer Managers (VM), and State Volunteer Officers (SVO)
 - Initial “one-on-one” training sessions to be conducted as part of initial onboarding
 - Weekly “one-to-many office hours” sessions will be scheduled for system users to inquire about functional and technical topics as needed
 - Team will log issues/bugs and report on a weekly basis
- Contractor to participate in monthly User Feedback/Focus Group sessions
 - Log issues/bugs and report on focus group activities within seven days of the event

Task 5 – Operational and Technical Support (Call Center / Help Desk services)

- Contractor to provide Level 1 Helpdesk support
 - Contractor to use existing program infrastructure and capabilities from myCAvax/My Turn
 - MTV program overview, training, and educational materials to be provided by MTV Team
 - Helpdesk tickets to be created within existing ServiceNow platform and coded to MTV program

- MTV Use Cases
 - Receiving inbound calls from general public wanting to ask questions about Volunteer Opportunities
 - Receiving inbound calls from MTV System Users for questions about application functionality, password resets, and general troubleshooting completing a task, or reporting a problem
 - Volunteer Directors (VD), Volunteer Managers (VM), and State Volunteer Officers (SVO)
- When a ticket cannot be resolved by Tier 1 it will be routed to Level 2 help desk
- Contractor to provide Level 2 / Level 3 Support (if needed) - expert customer service and or technical support
 - Customer service (Volunteer) escalations to be routed to CV staff
 - System user and technical support escalations to be routed to Contractor staff
- Contractor to provide incident tracking and reporting
 - Log issues/bugs and report on raised issues on a weekly basis
- Contractor to provide operational system reporting – system utilization within the Salesforce environments and license usage

Task 6 – Project Management & Program Oversight

- Provide project and program oversights and strategic leadership
- Managing all aspects and phases of the program including, but not limited to: project plan execution, integrated change control, scope/ schedule/cost management, human resources, risk/issue management, and project communications
- Planning, guiding, and overseeing the day-to-day project management activities, developing and managing deliverables, and developing and ensuring other project work plans are completed
- Identifying and reviewing project related issues, evaluating mitigation strategies, evaluating action plans, escalating decisions, issues, and risks as needed to achieve resolution
- Reviewing all work products, releases, services and subsequent invoices

KEY ASSUMPTIONS / DEPENDENCIES

- ▶ California Volunteer Product Owner will be staffed by State
- ▶ System should be designed so it can be uncoupled from the MyTurn ecosystem and reused for other events in the future
- ▶ Application Development staffing assumptions
 - The team will continue to work and be staffed to deliver similar levels of productivity and project velocity as the original WOA
- ▶ Operational and Technical Support staffing assumptions
 - Contractor’s Tier 1 Help Desk is initially scoped to support 100-250 Clinics using MTV with approximately 500 users from across those clinics using MTV
 - Estimating 100 inbound calls/day from Volunteers and System Users combined
- ▶ All volunteers using the system will not require a Salesforce license
- ▶ MTV will continue to be built on SF Partner Communities platform
- ▶ State will purchase Skedulo license directly from Skedulo and will include asset support and unlimited usage license for 1 year
- ▶ Items specifically not included at this time are the following activities
 - Work effort associated with the “Decoupling” My Turn Volunteer from MyTurn and the formal transition of My Turn Volunteer to CV

- Additional work-sessions will need to be scheduled to fully understand and document future use cases

Capacity Model

Accenture will provide resources (FTEs – FTE = 40 hours a week) to work on the mutually prioritized Tasks, Activities, and Work Product described above. Accenture’s price is based on the FTEs assigned to the workstream. Accenture will provide the following resources for each sub-workstream:

| | Team Roles | April 2021 FTE | May 2021 FTE |
|--|---|-------------------|-----------------|
| Application Development & User Management | <ul style="list-style-type: none"> • Scrum Master • Functional Lead • Functional Analyst • Development Lead • Technology Lead • Developer • Development Lead (offshore) • Developer (offshore) • Developer (offshore) • Developer (offshore) • Testing Lead (offshore) • Tester (offshore) • Tester (offshore) | 13 | 13 |
| Operational and Technical Support (Call Center / Help Desk services) | <ul style="list-style-type: none"> • Operations Manager* • Release manager** • Developer (break-fix-ops) • Help Desk Manager* • Help Desk Agent* • Help Desk Agent* | 1.5 | 1.5 |
| Clinic Recruitment & Onboarding and Training Content & User Training <i>(warm hand-off from Clinic onboarding team)</i> | <ul style="list-style-type: none"> • Training / Onboarding Lead • Onboarding Analyst • Onboarding Analyst • Onboarding Analyst | 4 | 4 |
| Project Management & Program Oversight | <ul style="list-style-type: none"> • Delivery Lead • Delivery Manager • PMO Analyst** • Digital Marketing Analytics Manager** | 3 | 3 |
| | TOTAL | 21.5 | 21.5 |

Note:

* Resources are accounted for in separate myCAvax WOA and are not included in the pricing for My Turn Volunteer WOA Extension

** Resources are shared within My Turn program and 50% are included in the pricing for My Turn Volunteer WOA Extension

Accenture, California Volunteers, and CDPH acknowledge the need for program agility and flexible resource capacity commensurate with the evolving COVID-19 situation. For the tasks section above, if Accenture believes that additional resources are required beyond the FTEs listed above, Accenture will notify California Volunteers and CDPH to mutually agree on an increased capacity. If California Volunteers, CDPH and Accenture agree that fewer resources are required in a forthcoming bi-weekly period below the FTEs listed above, Accenture will adjust the workstream team size and provide the State with a credit, provide a proportional reduction in the rate for the workstream, or jointly agree to redeploy resources to an alternate workstream.

CONTRACTORS RESPONSIBILITIES:

- ▶ Staff resources with the required skillsets to deliver on the approach and tasks outlined in this WOA.
- ▶ Provide weekly status on all activities.

STATE RESPONSIBILITIES:

- ▶ The State shall provide in a timely manner in accordance with schedule mutually agreed between the parties all information (including requirements), documentation, input, decisions and signoffs (including of designs, specifications and software releases) reasonably required by Contractor to perform its Services.
- ▶ The State will be responsible for consolidating any and all input from Stakeholders and providing one decision/approval for a given action item or decision item.
- ▶ The State will be responsible for its operation and use of the Services and for determining whether to use or refrain from using any recommendation that may be made by Contractor. The State will be solely responsible for determining whether any Services provided by Contractor (i) meet State and LHJ requirements; (ii) comply with all laws and regulations applicable to the County; and (iii) comply with CDPH’s applicable internal guidelines and any other agreements it has with third parties.

COMPLETION/ACCEPTANCE CRITERIA:

N/A

Upon approval, this WOA is mutually agreed to and hereby incorporated into the Contract.

AUTHORIZED AND APPROVED:



Contractor Project Manager (Mark Noriega)

Mark Noriega / 04/01/2021

Contractor Project Manager / DATE

Timothy Bow

Digitally signed by Timothy Bow
Date: 2021.04.01 09:27:53 -07'00'

CDPH Contract Manager (Tim Bow)

CDPH Contract Manager / DATE

11. Federal Terms and Conditions

With respect to the Federal terms and conditions set forth in Exhibit 10 (the "Exhibit"), the parties agree that:

(a) with respect to Section 7 of the Exhibit, Contractor shall be required to comply with the Funding Opportunity Announcement, the Notice of Award, the funding agreement, and any memoranda or letter regarding the applicable Federal requirements only to the extent such documents have been provided to Contractor in writing in advance; and

(b) with respect to Section 12 of the Exhibit, the requirements specified in 2 CFR 200 et seq. shall be deemed incorporated only to the extent applicable to the Agreement; for the avoidance of doubt, the parties agree that this Agreement is a fixed price contract and not subject to any provisions regarding audits or cost-based agreements."

Exhibit 10
Federal Terms and Conditions

(For Federally Funded Contract Agreements)

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 Requirments
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

Exhibit 10
Federal Terms and Conditions

1. Federal Contract Funds

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

2. Federal Equal Opportunity Requirements

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or CDPH, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
- c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

Exhibit 10
Federal Terms and Conditions

- 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 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.

Exhibit 10
Federal Terms and Conditions

- (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.

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.

Exhibit 10
Federal Terms and Conditions

- (4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.
- (5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDPH Program Contract Manager.

b. Prohibition

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

6. **Additional Restrictions**

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

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

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

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

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

7. **Federal Requirements**

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

Exhibit 10
Federal Terms and Conditions

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 penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.
- c. By signing this Agreement, Contractor certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.
- d. Contractor further agrees that it will insert this certification into any subawards (~~subcontracts or subgrants~~) entered into that provide for children's services as described in the Act.

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

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

- (1) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
- (2) Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
- (3) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
- (4) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.

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- (5) Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

11. Human Subjects Use Requirements

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

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

12. Financial and Compliance Audit Requirements

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

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

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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.

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".

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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.

| | |
|--------------------|---|
| _____ | _____ |
| Name of Contractor | Printed Name of Person Signing for Contractor |
| _____ | _____ |
| Contract Number | Signature of Person Signing for Contractor |
| _____ | _____ |
| Date | Title |

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

California Department of Public Health

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

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CERTIFICATION REGARDING LOBBYING

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

Approved by OMB
0348-0046

| | | |
|---|---|--|
| <p>1. Type of Federal Action:</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>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>\$ _____</p> | |
| <p>10.a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI):</p> | <p>b. Individuals Performing Services (including address if different from 10a. (Last name, First name, MI):</p> | |
| <p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. required disclosure shall be subject to a not more than \$100,000 for each such failure.</p> | <p>Signature: _____</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.
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.